WY-483-732
Christmann URC 1-20

ASSIGNMENT

STATE OF WYOMING {
{ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE {

WHEREAS, Texaco Inc., a corporation of Delaware, whose mailing address is P. O. Box 3109, Midland, Texas 79702, is the present owner of certain oil and gas operating rights covering the following described land in Sublette County, Wyoming, hereinafter referred to as "said land," to wit:

Township 30 North, Range 113 West, 6th P.M.

Section 20: N/2 NW/4 from the surface of the ground to the stratigraphic equivalent of 4,354' as reached by the URC-Christmann Well No. 1-20 located in the NE/4 NW/4 Section 20-30N-113W

containing 80.0 acres, more or less, held under the terms of that certain Oil and Gas Lease as recorded in the Records of Sublette County, Wyoming:

FROM	TO	DATE	RECORDING DATA VOL./PAGE
U.S.A. (W-43213)	C. Ward Chase	2-1-74	- / -

hereinafter referred to as "said lease," covering the above described said land; and

WHEREAS, Mark J. Mourne, an individual, whose mailing address is 1500 Fourmile Lane, Canon City, Colorado 81212, desires to purchase an assignment of the oil and gas operating rights as to said land, along with all of the personal property located on said land and used in connection with the operation of said lease.

W I T N E S S E T H:

NOW THEREFORE, for and in consideration of the premises and the sum of Ten Dollars ($10.00) cash in hand paid by Mark J. Mourne, and other good and valuable consideration, including the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Texaco Inc., as Assignor, and Mark J. Mourne, by acceptance of this assignment, as Assignee, hereby agree to the following terms and conditions:

1. CONVEYANCE

A. Assignor does hereby transfer, assign and convey, without warranty, express or implied, unto Assignee, its successors and assigns, all of Assignor's operating rights in and to said lease insofar as it covers said land.

B. In addition to its operating rights interest, Assignor does hereby transfer, convey and assign to Assignee all of Assignor's right, title and interest in and to all of the oil wells, gas wells, water wells, tanks, pumps, pipelines, water lines, roads, buildings, easements and rights of way, machinery, facilities, equipment, fixtures and any personal property located on said land and used in connection with the oil and gas operations thereon.

228610

RECORDED April 19 1990 11:15A M
IN BOOK 96 OF G PAGE 1
FEES $ 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

1

C. THIS AGREEMENT IS EXECUTED WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR PERSONAL PROPERTY OR ITS FITNESS FOR ANY PURPOSE AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE PROPERTY AND PREMISES FOR ALL PURPOSES INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF DETECTING THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM) AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUB-SURFACE, AND THAT ASSIGNEE ACCEPTS THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION. ASSIGNOR DISCLAIMS ANY AND ALL LIABILITY ARISING IN CONNECTION WITH ANY ENVIRONMENTAL MATTERS INCLUDING, WITHOUT LIMITATION, ANY PRESENCE OF NORM ON THE PROPERTY. IN ADDITION, THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED IN CONNECTION WITH THE PROPERTY OR AS TO THE QUALITY OR QUANTITY OF THE HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTEREST CONVEYED HEREIN OR THE ABILITY OF THE PROPERTY TO PRODUCE HYDROCARBONS. ANY AND ALL DATA, INFORMATION AND MATERIAL FURNISHED BY ASSIGNOR IS PROVIDED AS A CONVENIENCE ONLY AND ANY RELIANCE ON OR USE OF THE SAME IS AT ASSIGNEE'S SOLE RISK.

D. Assignor saves and excepts herefrom any and all sums, production, adjustments of production, unpaid proceeds owed Assignor accruing by virtue of production from said lease and said land prior to the effective date of this assignment, and any and all payments owed Assignor under any other agreements, as set out in Paragraph 2.A. below, to which this assignment is made subject including but not limited to production in the tanks above the pipeline connection on the effective date hereof. Although Assignor assigns all assignable right-of-way that might be found affecting said land, Assignor expressly retains the right for use of such rights-of-way where needed for the development of retained rights, or access to nearby or adjoining Assignor properties.

E. Notwithstanding anything to the contrary contained herein, Assignor and Assignee acknowledge and agree possible gas imbalances may exist on said land and will be handled as follows:

1. Gas Underproduction

In the event Assignor is underproduced as to any well(s) located on said land, Assignee agrees not to hold Assignor liable for such underproduction. Assignee, however, agrees that Assignor shall retain all of its contractual rights to make up such underproduction or receive the proceeds from such make up.

2. Gas Overproduction

In the event Assignor is overproduced as to any well(s) located on said land, Assignor acknowledges and agrees that it will settle its accounts and balance the production with the underproduced working interest owners after the date of this assignment and that Assignee shall be released from any liability for Assignor's failure to do so.

F. Assignor reserves and is hereby given the right at any time and from time to time to designate a purchaser or to purchase as produced all oil and other liquid hydrocarbons produced and saved from said land. Assignor's election to purchase said oil and other liquid hydrocarbons shall be given to Assignee in writing at least thirty (30) days prior to the time purchases shall begin, and notice of discontinuance of purchase shall be given in a like manner. The option given hereby shall apply separately as to oil and other liquid hydrocarbons, and Assignor may purchase the oil and other liquid hydrocarbons, or any one or more of them, without purchasing the remaining products. The price paid shall be the current market price at the wells for such production of like kind and quality.

G. Assignor reserves and is hereby given the optional preferential right at any time and from time to time to enter into a contract to purchase or designate a purchaser for all of Assignee's gas, including casinghead gas, produced from said land, such right to be exercised as follows. If Assignee elects to sell gas production and shall receive a bona-fide offer acceptable to it to purchase such gas production, it shall promptly furnish Assignor written notice thereof, and Assignor shall have ninety (90) days after receipt of such notice to elect either to enter into a contract to purchase such gas on the same terms and conditions of such offer, or to designate a third party purchaser of such gas on either the same terms and conditions or (in their sole judgment) on more favorable terms and conditions to Assignee, and if any such third party purchaser is designated, such designation shall be binding on Assignee. If Assignor fails to notify Assignee within said ninety (90) day period of their election to exercise such right, then they shall have no right to exercise said preferential right during the contract term. If Assignor does not exercise such optional preferential right and for any reason Assignee shall not thereafter accept said offer, or if Assignee accepts said offer and the resulting contract expires or is terminated or renegotiated, then the foregoing reservation of said optional preferential right shall continue in full force and effect and said optional preferential right shall apply with respect to any new offer or renegotiated offer to purchase gas from said land.

H. Assignee hereby agrees to continue to sell the gas hereunder to Assignor's gas plant or to a gas plant of one of Assignor's affiliates for a period of twenty (20) years from the effective date of this Assignment for the percentages that the lease currently receives for natural gas liquids and residue gas. At the end of said twenty (20) year period, Assignee and Assignor shall be subject to the preferential right provisions contained in paragraph G of Article I, Conveyance, of this Agreement.

2. COVENANTS

A. This assignment is subject to any and all agreements, affecting said land whether recorded or unrecorded; and this agreement is subject to the terms and provisions of the following agreements, if and when applicable:

1. Operating Agreement dated July 1, 1983 between John J. Christmann as Operator and MTS Limited Partnership as Non-Operator.

B. Assignor neither implies, nor warrants, that it will execute any offer of credit or any other agreement with any interstate pipeline as contemplated in Federal Energy Regulatory Commission (FERC) Order No. 500 et al (18 C.F.R. 284.8 and 284.9), or any amendment or successor order; provided, however, if (1) in accordance with FERC Order No. 500 et al no crediting is required or the gas is exempted from crediting, or (2) take-or-pay moneys are not currently accruing and are not owed to

Assignor by the transporting pipeline seeking an offer of credit, Assignor shall execute, if necessary, an offer of credit so that the Assignee may obtain transportation of gas produced from the said land. Nothing herein shall be construed to prohibit the Assignee from seeking to obtain the agreement of each potential transporting pipeline to waive its right to receive an offer of credit from Assignor relative to gas produced from the said land.

C. Assignee agrees to defend, protect and indemnify, and hold harmless Assignor, its employees and agents, from and against each and every claim, demand, action, cause of action, or lawsuit, and any liability, cost, expense, damage, or loss, including court costs and attorney's fees, that may be asserted against Assignor or Assignee by any third party, including Assignee's employees and agents, arising from or on account of any operations conducted by Assignee, or for the benefit of Assignee.

D. Assignee shall observe, perform and comply with the terms, provisions, covenants and conditions, express or implied, of said lease and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the rights herein assigned.

E. Assignee agrees to accept full responsibility for the plugging of all unplugged wells conveyed hereby and agrees to comply with all the requirements of the statutes of the State of Wyoming and with all the rules and regulations of the Wyoming Oil and Gas Conservation Commission, or successor regulatory body, in effect at the time any well is plugged. Assignee agrees to hold Assignor harmless against any expense, claim or cause of action brought against Assignor or Assignee by any third party, including the State of Wyoming, arising from Assignee's failure to plug or improper plugging of any well conveyed hereby.

F. Assignee shall be responsible for the payment of Assignee's pro-rata share of all ad valorem property taxes for the calendar year 1989. For the year 1990 and all subsequent years, Assignee agrees to timely render and pay all ad valorem taxes on the property conveyed hereby.

IN WITNESS WHEREOF, this agreement is executed this 3RD day of APRIL, 1990, but made effective as of the first day of December, 1989, at 7:00 A.M.

APPROVED AS TO:

Contract KEH
Terms ok wgt
Form MJC
FBM/tkl

TEXACO INC., Assignor

By _____
Attorney-in-Fact

MARK J. MOURNE, Assignee

Witness D. L. Kennedy

Mark J. Mourne
Soc. Sec. No. 521-56-6193

STATE OF ~~TEXAS~~ Colorado (
(
COUNTY OF ~~MIDLAND~~ Denver (

This instrument was acknowledged before me on April 5, 1990, by ROY H. KOERNER, Attorney-in-Fact of TEXACO INC. a Delaware corporation, on behalf of said corporation.

My Commission Expires Jan. 11, 1994

Notary Public in and for the State of ~~Texas~~ Colorado

[illegible] Tice
[illegible] South Oneida Way
[illegible]

STATE OF Colorado (
(
COUNTY OF Fremont (

This instrument was acknowledged before me on April 18th, 1990, by MARK J. MOURNE, an individual.

Notary Public in and for the State of Colorado

Commission Expires 9-13-90

Assignment from Texaco Inc. to Mark J. Mourne
Effective December 1, 1989
Page 5 of 5 Pages

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ASSIGNMENT AND BILL OF SALE

$40.00

STATE OF WYOMING)
) ss:
COUNTIES OF LINCOLN AND SUBLETTE)

RECORDED March 30, 1990 AT 1PM
IN BOOK 284PR PAGE 335 [illegible]
NO. 715406 [illegible]

KNOW ALL MEN BY THESE PRESENTS:

THAT MOBIL OIL CORPORATION and MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC, P.O. Box 5444, Denver, Colorado 80217, and MOBIL FOUNDATION, INC., 3225 Gallows Road, Fairfax, Virginia 22037, hereinafter collectively referred to as "GRANTOR", for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey, assign and deliver to ENRON OIL & GAS COMPANY, P.O. Box 1188, Houston, Texas 77251-1188, hereinafter referred to as "GRANTEE", all of GRANTOR's right, title and interest in, to and under the Oil and Gas Leases described in Exhibits "A", "A-1", and "A-2", attached hereto and made a part hereof, said leases and lands lying and being within the Units described on Exhibit "B", Lincoln and Sublette Counties, Wyoming, together with all of GRANTOR's right, title and interest in and to all wells and equipment, except as hereinafter provided, within the Units described on Exhibit "B" and all of GRANTOR's rights in, to, and under all agreements, permits, rights-of-way, easements, licenses, options and orders in any way relating thereto (all real and personal property and interests shall hereinafter be referred to as the "Properties").

It is agreed between the parties that this transfer is subject to the following terms:

1. For all purposes, the "Effective Date" of this Assignment and Bill of Sale shall be January 1, 1990, at 7:00 A.M. local time where the Properties are located. All merchantable oil present in stock tanks as of the Effective Date shall remain the property of GRANTOR. The quantity and grade of such oil shall be jointly measured on the Effective Date by GRANTOR and GRANTEE, and GRANTOR shall invoice GRANTEE for the value thereof on the basis of the posted price

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RECORDED Apr. 2 20 1990 8:15 AM
IN BOOK 86 O&G PAGE 6
FEES 46.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY [redacted]

prevailing in the field for oil of similar grade and quality on the Effective Date. GRANTEE agrees to pay such invoice in full within thirty (30) days after receipt thereof. "Closing" or "Closing Date" means the date on which GRANTOR delivers a fully executed original Assignment and Bill of Sale to GRANTEE.

2. As used in this paragraph 2 and the numbered subparagraphs hereunder, "claims" shall include claims, demands, causes of action, liabilities, damages, penalties and judgments of any kind or character and all costs and fees in connection therewith.

a. GRANTEE shall (i) at the Closing Date assume, and be responsible for and comply with, all duties and obligations of GRANTOR, express or implied, with respect to the Properties, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including, without limitation, any governmental request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the property or premises) and (ii) defend, indemnify and hold GRANTOR harmless from any and all claims in connection therewith, except any such claims asserted against GRANTOR prior to the Closing Date and expressly assumed by GRANTOR in writing.

b. GRANTEE shall defend, indemnify and hold GRANTOR harmless from any and all claims in favor of any person for personal injury, death or damage to the Properties or to the environment, or for any other relief, arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the Properties, or condition of the Properties, whether latent or patent, and whether arising from or contributed to by the negligence in any form of GRANTOR, its agents, employees or contractors, and asserted against GRANTEE

and/or GRANTOR after the Closing Date, whether or not any such claims result from conditions, actions or inactions at or before the Closing Date, except for any claims, whether asserted before or after the Closing Date, in favor of any person for personal injury, death or property damage occurring with respect to the Properties prior to the Closing Date. GRANTOR shall be responsible for all of said types of claims occurring with respect to the Properties prior to the Closing Date and shall defend, indemnify and hold GRANTEE harmless therefrom.

c. GRANTOR shall (i) be responsible for any and all claims arising out of the production or sale of hydrocarbons from the Properties (or the proper accounting or payment to parties for their interests therein), insofar as such claims relate to periods of time prior to the Closing Date and (ii) defend, indemnify and hold GRANTEE harmless from any and all such claims. GRANTEE shall be responsible for all of said types of claims insofar as they relate to periods of time from and after the Closing Date and shall defend, indemnify and hold GRANTOR harmless therefrom.

3. It is agreed between the parties hereto that GRANTOR's interest in all the Properties conveyed herein (including, but not limited to, materials, wells, and surface or subsurface equipment) is not warranted by GRANTOR as to quantity, quality, weight, condition, serviceability, or in any other way. This Assignment and Bill of Sale is executed without any warranty of title, either express or implied, without any express or implied warranty or representation as to the merchantability of any of the equipment or its fitness for any purpose, and without any other express or implied warranty or representation whatsoever. It is understood and agreed that GRANTEE has inspected the Properties for all purposes, including, without limitation, for the purpose of detecting the presence of Naturally Occurring Radioactive Material ("NORM"), and is satisfied as to its physical and environmental condition, both surface and subsurface,

and that GRANTEE accepts all of the same in its "as is, where is" condition, GRANTOR disclaiming any liability arising in connection with any presence of NORM on the Properties. There are no warranties which extend beyond the description on the face hereof. In addition, GRANTOR makes no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished GRANTEE in connection with the Properties, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Properties or the ability of the Properties to produce hydrocarbons. Any and all such data, information and other materials furnished by GRANTOR is provided GRANTEE as a convenience and any reliance on or use of the same shall be at GRANTEE's sole risk. Buyer expressly waives the provisions of Chapter 12, Section 40-12-101 through Section 40-12-112 of the Wyoming Statutes Annotated, 1977 Republished Addition, (the "Wyoming Consumer Protection Law").

4. GRANTEE will be liable for and agrees to pay all sales taxes or recording fees due as a result of this assignment. GRANTOR shall be liable for all unit costs (including, but not limited to, ad valorem, production, severance or excise taxes and royalties) and entitled to all unit revenues (including revenue attributable to all merchantable, allowable oil in storage), and tax refunds attributable to its interest in the Properties prior to the Effective Date hereof. No commission, brokerage fee, documentary stamp or tax, filing fee or any other associated cost will be paid by GRANTOR in connection with this sale.

5. GRANTEE agrees that any gas produced from the Properties will be subject to nomination by the gas purchaser under the "Good Faith Negotiations" ("GFN") procedure of Order No. 451, et al., of the Federal Energy Regulatory Commission if GRANTOR, at its sole discretion, subsequent to the date of this Assignment, initiates such procedure with the gas purchaser respecting any of GRANTOR's gas sales agreements which are eligible for the GFN procedures specified in Order Nos. 451, 451-A, 451-B and any future related

orders of the Commission. GRANTEE shall have no right to initiate the GFN procedures of Order No. 451 with respect to the assigned acreage without express written authorization from GRANTOR to take such action.

Natural gas from the Properties may have previously been sold in interstate commerce under a certificate of public convenience and necessity issued under the Natural Gas Act by the Federal Energy Regulatory Commission (FERC) or its predecessor, the Federal Power Commission (FPC). Such certificate has [may have] been abandoned utilizing the procedures and authority established in FERC Order No. 451 or FERC Order No. 490. Both Orders Nos. 451 and 490 are currently undergoing judicial review, and it is understood and agreed that GRANTOR cannot and does not make any representations or warranties as to the outcome of such judicial review or the effect thereof on (1) the jurisdictional status of the natural gas which may be produced from the subject properties, (2) whether any maximum lawful price may be applicable to such natural gas, or (3) whether such natural gas may be committed or dedicated to a purchaser or purchasers.

GRANTOR does not warrant any gas market for gas that may be produced from the leasehold interest that is the subject of this Assignment. Further, GRANTOR does not agree and shall not be obligated hereby to submit to any pipeline any offer of credits or agreement in lieu thereof under FERC Order No. 500, et seq. GRANTEE hereby agrees and acknowledges that it does not by this Assignment or otherwise have or obtain any right to submit any offer of credits or to make any agreement in lieu thereof under FERC Order No. 500, et seq., for or on behalf of GRANTOR. GRANTEE agrees that it will promptly upon the request of GRANTOR submit to any gas pipeline company(s) transporting gas produced from any of GRANTOR's remaining or subsequently acquired leasehold or fee interests an effective offer of credits, or reach an agreement in lieu thereof with such pipeline, under FERC Order No. 500, et seq., in form and substance satisfactory to the pipeline and binding upon any subsequent

successors and assigns of GRANTEE, so that gas production from any of GRANTOR's leasehold or fee interests will be eligible for "open access" transportation by such pipeline. GRANTEE will submit a copy of such offer of credits or agreement in lieu thereof to GRANTOR contemporaneously with submission to the pipeline. GRANTEE further agrees that if GRANTEE makes a subsequent assignment of the leasehold interest that is the subject of this Assignment, GRANTEE will provide GRANTOR with a copy of the pertinent assignment documents at least five (5) days prior to final execution of such documents, and GRANTEE will in all events include in such assignment documents all of the language contained in this paragraph.

6. GRANTOR shall be entitled to any monies due on gas production due from the Properties and occurring prior to the Effective Date as a result of any ruling of or resulting from any contractual, local, state or federal tax reimbursements/refunds occurring after the Effective Date. Likewise, GRANTOR shall pay any monies due on gas production occurring prior to the Effective Date as a result of any ruling of or any contractual, local, state or federal regulatory agency rulings occurring after the Effective Date, or any unpaid local, state or federal taxes due on same.

7. Notwithstanding anything to the contrary contained herein, GRANTEE acknowledges and agrees to the following regarding possible gas imbalance on the Properties:

a. Gas Underproduction - In the event GRANTOR is underproduced as to any well(s) located on the Properties, GRANTEE agrees not to hold GRANTOR liable for such underproduction. GRANTOR, however, hereby assigns all of its contractual rights to make up such underproduction.

b. Gas Overproduction - In the event GRANTOR is overproduced as to any well(s) located on the Properties, GRANTEE acknowledges and agrees that its share of gas from any such overproduced well(s)

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on the Properties may at some point be curtailed by under-produced working interest owner partners. GRANTOR shall not be liable to GRANTEE in the event such curtailment occurs.

8. This transfer by GRANTOR is made expressly subject to the Green River Bend Unit Agreement dated June 1, 1957, the Green River Bend Unit Operating Agreement dated June 1, 1957, the Dry Piney Unit Agreement dated April 15, 1957, and the Dry Piney Unit Operating Agreement dated April 15, 1957; and GRANTEE hereby agrees to assume and perform all obligations of GRANTOR under such agreements insofar as relates to the interest assigned.

9. This Assignment and Bill of Sale is subject to the terms and provisions of that certain Purchase and Sale Letter Agreement dated March 14, 1990, by and between GRANTOR and GRANTEE.

TO HAVE AND TO HOLD the Properties conveyed herein, subject to the terms and conditions of said leases and any and all extensions or renewals thereof; but all without warranty of any kind, either express or implied. This instrument shall be binding upon GRANTOR and GRANTEE herein, their heirs, successors and assigns.

DATED this 27th day of March, 1990, but effective January 1, 1990.

MOBIL OIL CORPORATION and
MOBIL EXPLORATION AND PRODUCING
NORTH AMERICA INC., GRANTOR

By: _____
Attorney in Fact

ATTEST:

_____
Assistant Secretary

By: _____
Attorney in Fact

MOBIL FOUNDATION, INC., GRANTOR

By: _____

Title: Acting Property Mgr.

[redacted] Page [redacted] of 9 [redacted]

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ENRON OIL & GAS COMPANY, GRANTEE

By: _____
D. Weaver
Agent and Attorney in Fact

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On March 29, 1990, before me, a Notary Public in and for the said County and State, personally appeared MJ SCHEFFLER and IAN A. FISCHER, known to me to be the persons whose names are subscribed to the foregoing instrument and who acknowledged to me that they executed same in their capacity of Attorneys in Fact of MOBIL OIL CORPORATION and MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.

Witness my hand and official seal.

NOTARY PUBLIC
SUE L. ROBERTS
STATE OF COLORADO

_____
Notary Public

My Commission Expires: _____

My Commission expires April 19, 1993
1225 17th Street
Denver, Colorado 80202

STATE OF Virginia)
) ss:
COUNTY OF FAIRFAX)

On March 29, 1990, before me, a Notary Public in and for the said County and State, personally appeared Craig R. Brown known to me to be the person whose name is subscribed to the within Assignment and Bill of Sale and who executed same in my presence as Acting Property Mgr of MOBIL FOUNDATION, INC.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: Aug 31, 1993

MAUREEN TOOMEY
Notary Public
Commonwealth of Virginia
My Comm. Exps. Aug. 31, 1993

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On March 29, 1990, before me, a Notary Public in and for the said County and State, personally appeared D. Weaver, known to me to be the person whose name is subscribed to the within Assignment and Bill of Sale and who executed same in my presence as Agent and Attorney in Fact of ENRON OIL & GAS COMPANY.

Witness my hand and official seal.

Debra Spears
Notary Public

My Commission Expires: 3-27-93

\GDP\PENRON.ABS:slw



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale
Effective January 1, 1990, by and between MOBIL OIL CORPORATION,
MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., and MOBIL FOUNDATION, INC.,
and ENRON OIL & GAS COMPANY
Lincoln and Sublette Counties, Wyoming

MOBIL OIL CORPORATION

Mobil Lease Number	Date of Lease	Lessor	Lessee	Description
WY-2641 (W-034927)	5/1/48	United States of America	James G. White	Township 27 North, Range 114 West, 6th P.M. Section 1: W/2 SW/4 Sublette County, Wyoming Limited from the surface to the base of the Bear River formation only. Less and except the Frontier formation.
[redacted]-2621 [redacted]V-09156[b])	6/1/48	United States of America	Bessie B. Minton	Township 26 North, Range 113 West, 6th P.M. Section 5: E/2 SE/4 Section 8: E/2 NW/4 Section 9: NW/4, N/2 SW/4, SW/4 SW/4 Lincoln County, Wyoming Excepting all working interest. Limited from the surface to the base of the Bear River formation.
WY-2644 (W-034924)	4/1/51	United States of America	Edith M. Hegwer	Township 27 North, Range 114 West, 6th P.M. Section 23: SW/4 NE/4 Sublette County, Wyoming Limited from the surface to the base of the Bear River formation only. Less and except the Frontier formation.

[redacted]344

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EXHIBIT "A"
(continued)

Mobil Lease Number	Date of Lease	Lessor	Lessee	Description
WY-2642 (W-034930)	10/1/50	United States of America	Gladys Taylor	Township 27 North, Range 114 West, 6th P.M. Section 22: NE/4 NE/4 Section 23: NW/4 NE/4, NW/4 Sublette County, Wyoming Limited from the surface to the base of the Bear River formation only. Less and except the Frontier formation.
WY-2651 (W-038682)	12/15/55	United States of America	Paul Moody	Township 26 North, Range 113 West, 6th P.M. Section 2: Lots 2, 3, 6 Lincoln County, Wyoming Limited from the surface to the base of the Bear River formation. Less and except the Mesaverde, Frontier and Bear River (Muddy) formations. Township 26 North, Range 113 West, 6th P.M. Section 2: Lots 5 and 12 Lincoln County, Wyoming Township 27 North, Range 113 West, 6th P.M. Section 35: W/2 Sublette County, Wyoming Limited from the surface to the base of the Bear River formation. Less and except the Frontier, Mesaverde and Bear River (Muddy) formations.
WY-2651 (W-038682-A)	12/15/55	United States of America	Paul Moody	Township 26 North, Range 113 West, 6th P.M. Section 14: Lots 3, 4 Lincoln County, Wyoming Limited from the surface to the base of the Bear River formation. Less and except the Frontier formation.

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EXHIBIT "A"
(continued)

Mobil Lease Number	Date of Lease	Lessor	Lessee	Description
WY-2652 (EV-08051-B)	4/1/58	United States of America	General Petroleum Corporation	Township 27 North, Range 113 West, 6th P.M. Section 27: E/2 NE/4, E/2 SW/4 NE/4 Sublette County, Wyoming Limited from the surface to the base of the Bear River formation only. Less and except the Frontier, Mesaverde and Bear River (Muddy) formations.
WY-2640 O-20476	1/16/56	State of Wyoming	Phillips Petroleum Co. General Petroleum	Township 28 North, Range 114 West, 6th P.M. Section 36: N/2, N/2 SE/4, SW/4 Sublette County, Wyoming Limited from the surface to the base of the Bear River formation only. Less and except the Frontier formation.

GDP\PENRON.AXA:slw

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EXHIBIT "A-1"

Attached to and made a part of that certain Assignment and Bill of Sale
Effective January 1, 1990, by and between MOBIL OIL CORPORATION,
MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., and MOBIL FOUNDATION, INC.,
and ENRON OIL & GAS COMPANY
Lincoln County, Wyoming

MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.

Mobil Lease Number	Date of Lease	Lessor	Lessee	Description
SOWY-808 (E-023313)	2/1/48	United States of America	L.O. Gilbert	Township 26 North, Range 112 West, 6th P.M. Section 6: SW/4 NE/4 Limited in depth from the surface to the base of the Bear River formation.
SOWY-808-C (E-023313-C)	2/1/48	United States of America	L.O. Gilbert	Township 26 North, Range 112 West, 6th P.M. Section 6: SE/4 NW/4 Limited in depth from the surface to the base of the Bear River formation.
SOWY-808-A (W-052064)	2/1/48	United States of America	L.O. Gilbert	Township 26 North, Range 112 West, 6th P.M. Section 7: Lot 5 Section 18: Lots 1-3 Limited in depth from the surface to the base of the Bear River formation.
SOWY-808-B (W-052065)	2/1/48	United States of America	L.O. Gilbert	Township 26 North, Range 112 West, 6th P.M. Section 6: Lots 1-7, 9 Limited in depth from the surface to the base of the Bear River formation.

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\GDP\PENRON.AA1:slw

EXHIBIT "A-2"

Attached to and made a part of that certain Assignment and Bill of Sale
Effective January 1, 1990, by and between MOBIL OIL CORPORATION,
MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC., and MOBIL FOUNDATION, INC.,
and ENRON OIL & GAS COMPANY
Lincoln and Sublette Counties, Wyoming

MOBIL FOUNDATION, INC.

Mobil Lease Number	Date of Lease	Lessor	Lessee	Description
WY-2641 (W-034927)	5/1/48	United States of America	James G. White	Township 27 North, Range 114 West, 6th P.M. Section 1: W/2 SW/4 Sublette County, Wyoming Limited to the Frontier Formation only and subject to that certain Dry Piney Unit and Unit Operating Agreement dated April 15, 1957.
WY-2621 (W-09156[b])	6/1/48	United States of America	Bessie B. Minton	Township 26 North, Range 113 West, 6th P.M. Section 8: NE/4, N/2 SE/4, SE/4 SE/4 Lincoln County, Wyoming Subject to that certain Communitization Agreement dated June 20, 1966.
WY-2618 (W-034923)	10/1/50	United States of America	Trojan Oil and Gas Co.	Township 26 North, Range 113 West, 6th P.M. Section 8: SW/4 SE/4 Lincoln County, Wyoming Subject to that certain Operating Agreement dated August 10, 1989 and that certain Communitization Agreement dated June 20, 1966.
WY-2644 (W-034924)	4/1/51	United States of America	Edith M. Hegwer	Township 27 North, Range 114 West, 6th P.M. Section 23: SW/4 NE/4 Sublette County, Wyoming Limited to the Frontier Formation only and subject to that certain Dry Piney Unit Agreement and Unit Operating Agreement dated April 15, 1957.

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EXHIBIT "A 2"
(continued)

Mobil Lease Number	Date of Lease	Lessor	Lessee	Description
WY-2642 (W-034930)	10/1/50	United States of America	Gladys Taylor	Township 27 North, Range 114 West, 6th P.M. Section 22: NE/4 NE/4 Section 23: NW/4 NE/4, NW/4 Sublette County, Wyoming Limited to the Frontier Formation only and subject to that certain Dry Piney Unit Agreement and Unit Operating Agreement dated April 15, 1957.
WY-2651 (W-038682)	12/15/55	United States of America	Paul Moody	Township 26 North, Range 113 West, 6th P.M. Section 2: Lots 2, 3, 6 Lincoln County, Wyoming Limited to the Mesaverde, Frontier and the Bear River (Muddy) Formations only. Subject to that certain Green River Bend Unit Agreement and Unit Operating Agreement dated June 1, 1957. Subject to that certain Operating Agreement dated December 26, 1979 and that certain Communitization Agreement dated December 1, 1980. Township 26 North, Range 113 West, 6th P.M. Section 2: Lots 5 and 12 Lincoln County, Wyoming Township 27 North, Range 113 West, 6th P.M. Section 35: W/2 Sublette County, Wyoming Limited to the Mesaverde and the Bear River (Muddy) Formations. Subject to that certain Green River Bend Unit Agreement and Unit Operating Agreement dated June 1, 1957.

EXHIBIT "A-2"
(continued)

Mobil Lease Number	Date of Lease	Lessor	Lessee	Description
[redacted]Y-2651 [redacted]W-038682-A)	12/15/55	United States of America	Paul Moody	Township 26 North, Range 113 West, 6th P.M. Section 14: Lots 3, 4 Lincoln County, Wyoming Limited to the Frontier Formation only.
WY-2652 (EV-08051-B)	4/1/58	United States of America	General Petroleum Corporation	Township 27 North, Range 113 West, 6th P.M. Section 27: E/2 NE/4, E/2 SW/4 NE/4 Sublette County, Wyoming Limited to the Mesaverde and the Bear River (Muddy) Formations only. Subject to that certain Green River Bend Unit Agreement and Unit Operating Agreement dated June 1, 1957.
WY-2640 O-20476	1/16/56	State of Wyoming	Phillips Petroleum Co. General Petroleum	Township 28 North, Range 114 West, 6th P.M. Section 36: N/2, N/2 SE/4, SW/4 Sublette County, Wyoming Limited to the Frontier Formation only.

\GDP\PENRON.AA2:slw

[redacted]550

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EXHIBIT "B"

Attached to and made a part of that certain
Assignment and Bill of Sale, Effective January 1, 1990,
by and between MOBIL OIL CORPORATION,
MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.,
MOBIL FOUNDATION, INC., and ENRON OIL & GAS COMPANY.

LINCOLN AND SUBLETTE COUNTIES, WYOMING

FEDERAL UNIT OR WELL NAME	FEDERAL UNIT OR WELL DRILLING & SPACING UNIT SURFACE DESCRIPTION
Enron - Green River Bend Unit	**Township 27 North, Range 112 West, 6th P.M.**
	Section 4: S/2S/2
	Section 5: SE/4SE/4
	Section 6: All
	Section 7: Lots 1-4, E/2W/2, NE/4, W/2SE/4
	Section 8: E/2E/2
	Section 9: All
	Section 17: All
	Section 18: Lots 3, 4, E/2SW/4, SE/4, S/2NE/4
	Section 19: All
	Section 20: All
	Section 30: All
	Section 31: All
	Township 26 North, Range 112 West, 6th P.M.
	Section 6: All
	Section 7: All
	Section 18: All
	Section 19: Lot 1, NE/4NW/4, N/2NE/4
	Township 27 North, Range 113 West, 6th P.M.
	Section 27: NE/4NW/4, NE/4, N/2SE/4, SE/4SE/4
	Section 34: E/2E/2
	Section 35: All
	Section 36: All
	Township 26 North, Range 113 West, 6th P.M.
	Section 1: All (part of Tract 37)
	Section 2: All
	Section 3: Lots 1, 8, 9, E/2SE/4 SW/4SE/4
	Section 10: NE/4, S/2
	Section 11: All
	Section 12: All (part of Tract 37)
	Section 13: All (part of Tract 37)
	Section 14: All
	Section 15: All
	Section 22: N/2N/2
	Section 23: N/2N/2
	Section 24: N/2N/2 (Tract 38), S/2N/2 (Tract 39)
	Limited from the surface to the base of the Bear River formation.
	Mobil is also conveying an additional non-consent working interest in the Green River Bend Frontier #78-13 well located in the NW/4SW/4 of Section 13, Township 26 North, Range 113 West. Said interest will be relinquished at payout of a 200% penalty under the terms of the Green River Bend Unit Operating Agreement.

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EXHIBIT "B"
(continued)

FEDERAL UNIT OR WELL NAME	FEDERAL UNIT OR WELL DRILLING & SPACING UNIT SURFACE DESCRIPTION
Enron - Red Hill #1-18	Township 27 North, Range 112 West, 6th P.M. Section 18: NE/4 Limited from the surface to the base of the Bear River formation.
Enron - South Hogsback #1-8 Enron - South Hogsback #13-8A	Township 26 North, Range 113 West, 6th P.M. Section 8: E/2 Included in this transfer is an ORRI in the NE/4, N/2SE/4, SE/4SE/4 of Section 8.
Wexpro - Dry Piney Unit	Township 27 North, Range 114 West, 6th P.M. Section 1: W/2SW/4, Lot 4, SW/4NW/4 Section 2: Lots 1-4, S/2N/2, S/2 (All) Section 3: Lots 1-4, S/2N/2, N/2S/2, S/2S/2 (All) Section 4: Lots 1-4, S/2N/2, S/2 (All) Section 5: Lots 13-16, 23 and 24 Section 9: E/2NW/4, NE/4, N/2SE/4, SE/4SE/4 Section 10: SW/4SW/4, NW/4, S/2NE/4, NW/4SW/4, E/2SW/4, SE/4 Section 11: W/2SW/4 Section 14: S/2, NW/4, SW/4NE/4 Section 15: NE/4, E/2NW/4, NW/4NW/4, SE/4, NE/4SW/4 Section 22: NE/4NE/4 Section 23: SW/4NE/4, NW/4NE/4, NW/4 Township 28 North, Range 114 West, 6th P.M. Section 34: SE/4NW/4, S/2NE/4, S/2 Section 35: SW/4, E/2, NW/4 (All) Section 36: N/2, N/2S/2, S/2SW/4 Limited from the surface to the base of the Bear River formation.
T34-8G	Township 26 North, Range 113 West, 6th P.M. Section 8: W/2 Limited from the surface to the base of the Bear River formation. Also limited to ORRI derived from the E/2NW/4 of Section 8.
BNG #110-9	Township 26 North, Range 113 West, 6th P.M. Section 9: W/2 Limited from the surface to the base of the Bear River formation.
South Hogsback #4-9	Township 26 North, Range 113 West, 6th P.M. Section 9: W/2 Limited from the surface to the base of the Bear River formation.

EXHIBIT "B"
(continued)

FEDERAL UNIT OR WELL NAME	FEDERAL UNIT OR WELL DRILLING & SPACING UNIT SURFACE DESCRIPTION
South Hogsback #65-5	Township 26 North, Range 113 West, 6th P.M. Section 5: Lots 7, 8, 9, 10, SE/4 Limited from the surface to the base of the Bear River formation. Also limited to ORRI derived from the E/2SE/4 of Section 5.

EXCLUSIONS - WELLBORES ONLY

WELL NAME	LOCATION
Green River Bend Unit Well #T-16	Township 27 North, Range 113 West, 6th P.M. Section 27: SW/4NE/4
Green River Bend Unit Well #12X-35G	Township 27 North, Range 113 West, 6th P.M. Section 35: NW/4NW/4

It is the intent of Mobil to exclude the wellbores of these wells so as to use them for the injection of disposable products into the Wasatch and Fort Union formations. By this exclusion Mobil retains the exclusive right for injection thereof.

Mobil shall have no right by virtue of its ownership of these wellbores to any oil, gas or other minerals that may lie in any formations penetrated by such wellbores and shall not produce any such oil, gas or other minerals through such wellbores.

Mobil shall protect, indemnify and save Enron harmless from and against any and all claims, demands and causes of action of every kind or character arising out of the negligence of Mobil in the development and operation of these disposal wells, including, but not limited to, those relating to pollution, surface damage or subsurface damage. Mobil will take whatever measures are reasonably necessary or required to ensure that the development of existing or potential reservoirs within the Green River Bend Unit will not be adversely affected by disposal into any formation producing or capable of producing and shall bear all associated costs.

\GDP\PENRON.AXB:slw

[redacted]

228624

RECORDED Apr 5 1990 AT 9:00 A M
IN BOOK 86 Oil & Gas PAGE 25
FEES None Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

Oil [redacted]

By: Mary Riley

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance is from Questex Energy Program-1981B, Limited Partnership, and Darryl P. Ekstrom 1981B Trust, both c/o of 6024 Medicine Lake Road, Crystal, Minnesota 55422 (hereinafter referred to as "Assignors") and North American Resources Company, 16 East Granite, Butte, Montana 59701 (hereinafter referred to as "Assignee").

WITNESSETH:

Assignors, in consideration of One Hundred Dollars ($100.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, its successors and assigns, the following (all of which are herein called the "Subject Interests"):

A. The rights, titles and estates of Assignors in and to the oil and gas leases (including mineral rights), oil, gas and mineral leases, subleases, fee estates, royalties, overriding royalties, production payments, net profits interests, carried interests and other properties and interest whether now owned or hereafter acquired by operation of law or otherwise which are specifically described or referred to in Exhibit A, attached hereto and made a part hereof for all purposes, and in other lands and leases wherein Assignors may claim title, legal or equitable, recorded or unrecorded, it being the intention of the Assignors to vest in the Assignee, its successors and assigns, all right, title and interest of the Assignors;

B. All right, title and interest of Assignors in, to and under, or derived from, all presently existing unitization, pooling and communitization agreements, declarations and orders, the units (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction) created and properties covered thereby, insofar and only insofar as they relate to or affect any of the properties and interests described in or intended to be described in Exhibit A or the production of oil, gas and other minerals from or attributable to such properties and interests and other minerals and products produced in association therewith;

C. All right, title and interest of Assignors in, to and under, or derived from, all presently existing oil, casinghead gas and gas sales, purchase, exchange, transportation and processing contracts, operating agreements, joint venture agreements, partnership agreements and other contracts, agreements and instruments insofar as they relate to any of the properties and interests specifically described or referred to in Exhibit A or intended to be conveyed to Assignee hereunder, or to the exploration, development or production of oil and gas from or attributable to such properties and interests and other minerals and products produced in association therewith, including all right, title and interest accrued to Assignors on the date hereof to receive prepayments, take or pay payments and similar payments unpaid at the effective date and time hereof, insofar and only insofar as such contracts, agreements and instruments directly relate to and cover the properties and interests described in Exhibit A or intended to be conveyed hereby;

D. All right, title and interest of Assignors in and to all personal property, improvements, easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pipelines, gathering systems, gas processing plants and facilities, machinery, power lines, telephone and telegraph lines, roads and other appurtenances, facilities and easements), now being used or proposed to be used in connection with the exploration, development, operation or maintenance of interests in the leases or lands described in or intended to be described in Exhibit A, or now being used or proposed to be used in connection with the producing, treating, processing, storing, gathering, transporting or marketing of oil and gas attributable to such properties, interests and other minerals and products produced in association therewith, insofar and only insofar as such property, improvements, equipment, easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights directly relate to and cover the interests described in Exhibit A or intended to be conveyed hereby.

Assignors agree to execute and deliver to Assignee all such other and additional instruments, notices, division orders, transfer orders and other documents and do all such other and further acts ~~and things as may be necessary~~ more fully to grant,

RECEIVED MAR 19 1990

JAP/30/0783

RECORDED MAR 20 1990 AT 9:00 A M
IN BOOK 807 PAGE 184-94 GREEN RIVER, WYO.
NO. 1063654 VALERI B. VESCO, COUNTY CLERK

25

convey and assign to Assignee the rights, titles and estates in the Subject Interests conveyed or intended so to be. With respect in particular to oil and gas leases from the United States of America or from any State or agency thereof, Assignors agree to deliver to Assignee separate assignments on approved or other acceptable forms in a sufficient number of counterparts to fulfill statutory and regulatory requirements.

Assignors make no representation or warranty of title to the interests assigned hereby, other than against liens, defaults, lawful claims of persons claiming the same or any part thereof by, through or under Assignors, but not otherwise.

This Assignment, Bill of Sale and Conveyance is made pursuant and subject to a letter agreement dated January 8, 1990, by and between the parties hereto.

The provisions hereof shall extend to and bind successors and assigns of the Assignors and the Assignee.

Dated this 1st day of March, 1990, but effective January 1, 1990, 7:00 A.M. MDT.

QUESTEX ENERGY PROGRAM-1981B, LIMITED PARTNERSHIP

By: Darryl P. Ekstrom, President, Questex Energy Inc., General Partner

DARRYL P. EKSTROM 1981B TRUST

By: Darryl P. Ekstrom

ACKNOWLEDGEMENT

State of Minnesota)
) ss.
County of Hennepin)

The foregoing instrument was acknowledged before me on March 1, 1990 by **Darryl P. Ekstrom** as President of Questex Energy, Inc., a Minnesota corporation, acting on behalf of Questex Energy Program-1981B Limited Partnership, a Minnesota limited partnership of which Questex Energy Inc., is the sole general partner.

VIRGINIA K. WIGCHERS
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 22, 1993

Virginia K. Wigchers
Notary Public

ACKNOWLEDGEMENT

State of Minnesota)
) ss.
County of Hennepin)

The foregoing instrument was acknowledged before me on March 1, 1990 by **Darryl P. Ekstrom** as authorized signatory for the Darryl P. Ekstrom 1981B Trust.

VIRGINIA K. WIGCHERS
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My Commission Expires Nov. 22, 1993

Virginia K. Wigchers
Notary Public

EXHIBIT A
LEASE SCHEDULE

County: Sublette
State : Wyoming

Prospect Lease No.	Lease Date	Lessor Name	Lesse Name	Township Range	Section	Description
Osprey WY082440 W-62117	02/01/78	The United States of America	R. Ken Williams	27N 111W	28	E2
Heron WY082790 72-28069	11/02/72	State of Wyoming	Betty B. Shaffer	27N 111W	16	All

EXHIBIT A
LEASE SCHEDULE

County: Sweetwater
State : Wyoming

Prospect Lease No.	Lease Date	Lessor Name	Lessee Name	Township Range	Section	Description
Stead Road WY082710 W-67236	07/01/76	The United States of America	Lester E. Kabacoff Joseph J. Falgout Edgar B. Stern, Jr.	26N 111W	15	S2S2
WY082660 W-72845	10/01/81	The United States of America	Larry L. Hanson	26N 111W	14 15	All N2, N2S2
East Bird Canyon 1979 #3 WY082390 W-68116	07/01/79	The United States of America	Frederick E. Fitzhugh	26N 111W	4 10	All S2N2
Slate Creek WY082760 W-36421	10/01/72	The United States of America	William H. Short, Jr.	26N 111W	11 12	SE4 N2, SW4

EXHIBIT A
LEASE SCHEDULE

County: Brazos
State : Texas

Propsect Lease No.	Lease Date	Lessor Name	Lessee Name	Description
Dandelions TX037930 BK 43 - PG 553	10/01/81	Anderson, Clayton & Co.	Energetics, Inc.	92.7 acres, more or less, in the T.J. Wooten Survey A-59 and being Tract #11 described in a deed from Hy-Lay Hatchries, Inc. to Anderson, Clayton & Co., dated 08/29/69 and recorded in Volume 281, Page 12 of the Deed Records of Brazos County, Texas

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ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **JOHN J. CHRISTMANN** of 1500 Broadway, #800, Lubbock, Texas 79401, hereinafter called Assignor, for and in consideration of Ten and More Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **APEX ENERGY COMPANY** of 410 17th Street, Suite 810, Denver, Colorado, 80202, hereinafter called Assignee, an undivided **FIFTY PERCENT (50%)** 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 to 100 feet below the stratigraphic equivalent of total depth drilled (being 4150') in the Prima SCU #22-41 Well located in the NE4 Section 22, T30N-R114W, Sublette County, Wyoming.

The Assignor herein hereby expressly excepts, reserves, and retains title to an undivided **SEVEN AND ONE-HALF PERCENT (7.5% 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, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom. It is hereby understood that the overriding royalties reserved herein are inclusive of all burdens existing at the date of this assignment, it being the intent that the lease being delivered to Assignee herein shall have total burdens not greater than 20.0%. This assignment is subject to all the terms and conditions of that certain letter agreement dated June 14, 1989, by and between John J. Christmann and Morenergy Exploration Company.

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.

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 same against all persons whomsoever, lawfully claiming or to claim the same.

All of the provisions of this assignment shall be available to and binding upon the respective heirs executors, administrators, successors, and assigns of the Assignor and Assignee herein.

EXECUTED this 16th day of March, 1990.

228626

RECORDED April 23 1990 10:00AM
IN BOOK 86 O&G PAGE 31
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

John J. Christmann
JOHN J. CHRISTMANN

STATE OF TEXAS)
) ss.
COUNTY OF Lubbock)

On this 16 day of March, 1990, before me personally appeared John J. Christmann, 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 notarial seal.

My commission expires: 4-14-91

Sharon Wilke
Notary Public

SHARON WILKE
STATE OF TEXAS

(3/jsr/assn/bpchrist.t26)

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EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated March 16th, 1990, by and between JOHN J. CHRISTMANN, as Assignor and APEX ENERGY COMPANY, as Assignee.

LESSOR:	James P. Walker and Evelyn M. Walker
LESSEE:	John J. Christmann
LEASE DATE:	May 6, 1980
DESCRIPTION:	Township 30 North, Range 114 West, 6th P.M. Section 8: S2NW4, NE4SW4, NW4SE4 containing 160.00 acres, more or less
RECORDING DATA:	Book 59, Page 155

228638

RECORDED April 23 19 90 3:20 P
IN BOOK 86 Q&G PAGE 33
FEES $12.00 Mack L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CHEVRON'S ASSIGNMENT OF ASSETS TO ENRON

This Assignment of Assets, effective as of 7:00 a.m., local time where the Assets are located, August 1, 1989 ("Effective Date") by CHEVRON U.S.A. INC., whose address is 6001 Bollinger Canyon Road, San Ramon, California 94583 ("Assignor"), and ENRON OIL & GAS COMPANY, whose address is 1801 California Street, Suite 3400, Denver, Colorado 80202 ("Assignee").

W I T N E S S E T H:

In consideration of like-kind real property and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, conveys, assigns, and transfers to Assignee, effective as of the Effective Date, the following:

(a) The interests described in Exhibit "A", which is attached hereto and incorporated by reference;

(b) All of Assignor's right, title, and interest in and under, or derived from, all presently existing contracts, agreements, and instruments insofar as they relate to any interest described in Exhibit "A", including operating agreements, unitization agreements, communitization and pooling agreements, agreements for the sale or purchase of oil, gas, casinghead gas or CO_2, and processing agreements; and

(c) all of Assignor's right, title, and interest in and to all real property, appurtenances, easements, licenses, and permits insofar as they relate to any working interest described in Exhibit "A" to be conveyed to assignee, including all wells and surface rights.

All of the real property and contract rights, titles, and interest described above are hereinafter collectively called the "Assets".

This instrument is made pursuant and subject to the terms of that certain unrecorded Exchange Agreement between Assignor and Assignee effective August 1, 1989.

Prior to any transportation of natural gas produced from any interest covered by this Assignment that could make either party subject to the crediting mechanism described in Sections 284.8(f) or 284.9(f), as promulgated in Order Nos. 500, 500-B, and 500-C, or successor regulations, Assignee of such interests shall attempt to obtain the agreement of each potential transporting pipeline not to assert rights under such FERC regulations to credit volumes of gas produced from or allocated to such assigned interest and shipped on such transporting pipeline ("subject gas" against contractual or other obligations of such transporting pipeline to the Assignor of such interest. If Assignee of such interest is unsuccessful in obtaining such agreement(s) from the transporting pipeline(s), Assignor of such interest shall execute and deliver such offer(s) of credit(s) or other document as may be required under FERC regulations to make the subject gas eligible for transportation on the transporting pipeline(s), unless the execution and delivery by Assignor of such interest of such offer(s) of credit(s) could cause the above described crediting against any obligation (whether relating to the assigned interests or any other interests owned by the assignor of such interest) of the transporting pipeline to Assignor of such interest to occur.

If gas produced from or allocated to any interest retained by Assignor hereunder or owned by Assignor and not the subject of this transaction ("Assignor retained gas") is ineligible for transportation on the transporting pipeline, unless Assignor executes offer(s)

of credit(s), then Assignor shall attempt to obtain the agreement of such transporting pipeline not to assert rights under FERC regulations to credit volumes of Assignor retained gas against the contractual or other obligations of such transporting pipeline to Assignee. If Assignor is unsuccessful in obtaining such agreement(s) from the transporting pipeline(s), Assignee shall execute and deliver such offer(s) of credit(s) as may be required under FERC regulations to make Assignor retained gas eligible for transportation on the transporting pipeline(s) unless the execution and delivery by Assignee of such offer(s) of credit(s) could cause the above described crediting against any obligation (whether related to the assigned interests or any other interest owned by Assignee) of the transporting pipeline to Assignee to occur.

Assignee will not initiate Federal Energy Regulatory Commission Order 451, et al., good faith negotiation procedures with respect to any Section 104 and 106 gas sold from the properties or portions of properties hereby assigned to Assignee, without written permission from Assignor, if initiating such good faith negotiation procedure would permit a purchaser of gas from the premises hereby assigned to renegotiate gas contracts on properties or portions of properties retained by Assignor which are not covered by this Assignment.

By acceptance of this instrument, Assignee assumes and agrees to pay, perform, and discharge its proportionate share of all obligations acquired by it under the leases, agreements, or other burdens which are a part of the Assets effective from and after the Effective Date.

The provisions of this instrument and the aforementioned Exchange Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective (as applicable) heirs, executors, and administrators, successors, and assigns.

This instrument may be executed by Assignee and Assignor in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

EXECUTED by Assignor and Assignee on the dates shown below.

CHEVRON U.S.A. INC.

25-0527025
Tax I.D. Number

By: O. F. Baldwin II
O. F. Baldwin II
Assistant Secretary

Date: April 18, 1990

ENRON OIL & GAS COMPANY

47-0684736
Tax I.D. Number

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

Date: April 19, 1990

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of April, 1990, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

2-26-94
My Commission Expires

Rita J. Libra
Notary Public Rita J. Libra

Address: 1801 California, #3400
Denver, CO 80202

RITA J. LIBRA NOTARY PUBLIC STATE OF COLORADO

State of California)
)ss
County of Contra Costa)

On APR 18 1990, before me, BARBARA J. PERINE, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared O.F. BALDWIN II, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be Assistant Secretary of CHEVRON U.S.A. INC., the Corporation described in an that executed the within instrument, and also known to me to be the person(s) who executed it on behalf of the said Corporation therein named, and acknowledged to me that such corporation executed the same.

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

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

Barbara J. Perine

Notary Public in and for the County of Contra Costa, State of California

EXHIBIT 'A'

Attached to and made a part of Chevron's Assignment of Assets to Enron effective August 1, 1989, by and between Chevron U.S.A. Inc., Assignor and Enron Oil & Gas Company, Assignee

Lease No.	Lessor	Lessee	Date	Description	Book	Page
013717	USA W-27878	Dorothy Chorney	4/1/71	Township 27 North, Range 112 West, 6th PM Section 1: SE/4 Section 12: N/2NE/4 Sublette County, Wyoming	--	--
542665	USA W-048780	George H. Fletcher	7/1/47	Township 27 North, Range 113 West, 6th PM Section 4: Lots 2, 3, SW/4NE/4 Insofar as lease covers 10% overriding royalty interest in above lands from the surface down to the base of the Dakota formation as shown at a depth of 8,273' on the Schlumberger electric log of the #1 Birch Creek Unit, and a 12% overriding royalty interest in above lands covering all formations below the base of the Dakota formation as shown at a depth of 8,273' on the Schlumberger electric log of the #1 Birch Creek Unit, down to the top of the Nugget formation as shown at a depth of 10,050' on the Schlumberger electric log of the #1 Birch Creek Unit. Sublette County, Wyoming	--	--
542675	USA W-048781	Lowell E. Larsen	6/1/56	Township 27 North, Range 113 West 6th PM Section 35: E/2 Insofar as lease covers 6.25% overriding royalty interest in all formations from the top of the Hilliard (Baxter) formation encountered at a depth of 3370' in the Belco Petroleum Corporation Green River Bend Unit #8 well, down to the top of the Nugget formation, as shown at a depth of 10,050' on the Schlumberger electric log of the #1 Birch Creek Unit. Sublette County, Wyoming	--	--
008767	Wyoming State 0-11193	Gerald T. Tresner	5/16/51	Township 29 North, Range 113 West 6th PM Section 36: All Excepting and reserving 100% undivided leasehold interest in the Big Piney Mesaverde unit area's unitized formation as described in the Big Piney Mesaverde Unit Agreement. Sublette County, Wyoming	3	350

Lease No.	Lessor	Lessee	Date	Description	Book	Page
409875	Wyoming State 0-20810	Mountain Fuel Supply Company	6/16/56	Township 28 North, Range 113 West 6th PM Section 36: W/2SW/4 (Res. Pt. Tract 54) Insofar as lease covers 10% overriding royalty interest in all formations below the top of the Hilliard Shale of the Cretaceous Age, down to the base of the Dakota formation, as shown at a depth of 8,273' on the Schlumberger Electric Log of the #1 Birch Creek Unit, and 12% overriding royalty interest in all formations below the base of the Dakota formation, as shown at a depth of 8,273' on the Schlumberger Electric Log of the #1 Birch Creek Unit, down to the top of the Nugget formation, as shown at a depth of 10,050' on the Schlumberger Electric Log of the #1 Birch Creek Unit. Sublette County, Wyoming	---	---
546045	Wyoming State 0-22646	The California Company	1/16/58	Township 26 North, Range 113 West 6th PM Section 1: All, more particularly described as follows, beginning at corner No. 1 of Lot 37, thence south along the Twp. line 81.60 chains, thence west 80.45 chains, thence north along the Twp. line 81.91 chains, thence east along the Twp. line 80.47 chains. to the POB. Insofar as lease covers 12.5% overriding royalty interest in above lands, encompassing all depths and formations below the top of the Hilliard formation encountered at a depth of 3370' in the Belco Petroleum Corporation Green River Bend Unit #8 well. Section 1 SE/4NW/4 Insofar as lease covers 12.5% overriding royalty interests in above lands, encompassing all depths from the surface to the stratigraphic equivalent of 2513', as determined on the IES log of the Chandler & Associates GRBU T-82-1 well located in the SE/4NW/4 of Section 1, T26N - R113W. Lincoln County, Wyoming.	35pp	543
070277/ 80043700	Thomas S. Harrower	Crooks Gap Mining Company	9/6/57	Township 27 North, Range 114 West, 6th PM Section 1: Lots 1, 2, 3, 4, S/2N/2 Sublette County, Wyoming	18	2

37

OVERRIDING ROYALTY ASSIGNMENT

THIS AGREEMENT, Made and entered into on the date written below, is by and between ARTCO Partnership, 120 Carrol Place, Walnut Creek, California 94595, party of the first part, hereinafter called Assignor; and Dolar Oil Properties, 9035 South 700 East, Sandy, UTah 84070-2418, parties of the second part, hereinafter called Assignee.

NOW THEREFORE, For and in consideration of Ten and more Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, Assignor herein hereby assigns, conveys, sells, transfers, and sets unto Assignee title in and to an undivided Five percent of eight/eighths (5.00% of 8/8ths) of all oil, gas and casinghead gas produced, saved and marketed, 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 production therefrom, from the following described lands, with all unit production and production from participating areas allocated to said lands located in the County of Sublette, State of Wyoming, being more particularly described as follows, to-wit:

1) Dry Piney Unit - Federal Lease W-92222

Township 27 North Range 114 West, 6th P. M.
Section 15: SE¼, NE¼SW¼

Containing 200.00 acres, more or less.

Conveyance herein is effective as of date of last production payment tendered to ARTCO Partnership, or its predecessors in interest. And for the same consideration, the undersigned covenants with the Assignee, his heirs and assigns, that the undersigned is the lawful owner of and has good title to the interest herein assigned.

EXECUTED THIS 14th DAY OF MARCH, 1990.

228669

RECORDED Apr 26 19 90 1:45 P M
IN BOOK 86 O & G PAGE 38
FEES 6.00 Mary L LaKey COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

ARTCO Partnership

By: Susan Farr Armstrong
Susan Farr Armstrong

Charles Edward Farr
Charles Edward Farr

Frances Farr Torrey
Frances Farr Torrey

STATE OF CALIFORNIA)
)ss
COUNTY OF Contra Costa)

On this 14th day of March, 1990, before me, the undersigned, a Notary Public for said county and State, personally appeared Susan Farr Armstrong, proven to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature Yvette M. Peyrucain
Yvette M. Peyrucain
Name (Typed or Printed)
Notary Public in and for County and State

OFFICIAL SEAL
YVETTE M. PEYRUCAIN
Notary Public-California
CONTRA COSTA COUNTY
My Comm Exp Mar 21, 1990

STATE OF CALIFORNIA)
)ss
COUNTY OF Los Angeles)

On this 3 day of April, 1990, before me, the undersigned, a Notary Public for said County and State, personally appeared Charles Edward Farr, ~~proved~~ to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature Darlene Coberly

DARLENE COBERLY
Name (Typed or Printed)
Notary Public in and for County and State

OFFICIAL SEAL
DARLENE COBERLY
NOTARY PUBLIC - California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES SEPTEMBER 22, 1992

STATE OF CALIFORNIA)
Contra)ss
COUNTY OF Costa)

On this 20th day of March, 1990, before me, the undersigned, a Notary Public for said County and State, personally appeared Frances Farr Torrey, ~~proved~~ to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature Gloria S. Larsen

Gloria S. Larsen
Name (Typed or Printed)
Notary Public in and for County and State

OFFICIAL SEAL
GLORIA S. LARSEN
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My commission expires Nov 30, 1990

STIPULATION AND CROSS-CONVEYANCE

STATE OF WYOMING)
) 228675
COUNTY OF SUBLETTE)

RECORDED April 27 19 90 9:30 A M
IN BOOK 86 016 PAGE 40
FEES $ 2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
K. Mae Tiley

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, hereinafter referred to as "Owners", own 50% of the operating rights in the following lease and lands:

USA Lease W-67178
Township 27 North, Range 112 West
Section 1: Lots 3, 4, S/2NW/4
Sublette County, Wyoming
Limited from the surface down to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson-Federal #20-1 well located in the NE/4 of Section 1, Township 27 North, Range 112 West, (the "Lease and Lands")

WHEREAS, there are variances and inconsistencies in the chains of title reflected in the records of Sublette County, Wyoming and in the case file for Lease W-67178 by which the Owners derive their interest in the Lease and Lands; and

WHEREAS, it is the desire of the Owners that the county records and the case file for Lease W-67178 accurately reflect their respective percentages of ownership in the Lease and Lands.

NOW THEREFORE, for value received, the undersigned Owners do covenant, agree and stipulate as follows:

That the Owners do hereby grant, convey, transfer and assign, each unto the other, to have and to hold in whatever percentages are necessary to vest each one with the operating rights herein described in the Lease and Lands:

Presidio Exploration, Inc.	40.55%
Venture Resources, Ltd.	3.24%
Rocky Mountain Oilfinders, Inc.	2.16%
Robert L. Mehl	1.85%
Jordan R. Smith	0.75%
North American Resources Company, Inc.	1.172255%[1]
GCIL III, Limited Partnership	0.272745%[2]

[1] Subject to a Right of Reassignment of 25% of 1.172255% upon occurrance of "Basket Payout" as more fully described in Assignment of Operating Rights dated October 11, 1988 and recorded December 4, 1988 in Book 82 at page 268.

[2] Subject to a Right of Reassignment of 25% of .272745% upon occurrance of "Basket Payout" as more fully described in Assignment of Operating Rights dated October 11, 1988 and recorded December 4, 1988 in Book 82 at page 323.

This instrument, which may be executed in counterparts is binding upon the heirs, devisees, legal representatives, successors and assigns of the parties hereto and is effective as to the interest of each party who executed the same, without regard as to whether it was executed by any other Owner.

[redacted] [redacted] [redacted]357/5000944

Attest:

Peggy L. Garnett
Assistant Secretary

PRESIDIO EXPLORATION, INC.

By K. V. Tholstrom
Title K. V. Tholstrom, Vice President
Date November 22, 1989

Attest:

James A. Johnson
Assistant Secretary

VENTURE RESOURCES, LTD.

By
Title President of Venture Resources Inc,
~~Date~~ General Partner
Date

Attest:

James A. Johnson
Secretary

ROCKY MOUNTAIN OILFINDERS, INC.

By
Title Pres.
Date 11/28/89

ROBERT L. MEHL
Date 11-29-89

JORDAN F. SMITH
Date 11-30-89

Attest:

NORTH AMERICAN RESOURCES COMPANY, INC.

By
Title
Date

GCIL III, LIMITED PARTNERSHIP

By
Title
Date

Attest:

Timothy L. Garnett
Assistant Secretary

PRESIDIO EXPLORATION, INC.

By K. V. Tholstrom
Title K. V. Tholstrom, Vice President
Date November 22, 1989

Attest:

_____

VENTURE RESOURCES, LTD.

By _____
Title _____
Date _____

Attest:

_____

ROCKY MOUNTAIN OILFINDERS, INC.

By _____
Title _____
Date _____

_____
ROBERT L. MEHL
Date _____

_____
JORDAN F. SMITH
Date _____

Attest:

~~Patricio Green~~, Assistant Secretary
Gloria J. Rogers

NORTH AMERICAN RESOURCES COMPANY, INC.

R. P. Madison

By R P Madison
Title President
Date ~~November 30, 1989~~ January 5, 1990

GCIL III, LIMITED PARTNERSHIP

By _____
Title _____
Date _____

Attest:

PRESIDIO EXPLORATION, INC.

_____

By_____
Title_____
Date_____

Attest:

VENTURE RESOURCES, LTD.

_____

By_____
Title_____
Date_____

Attest:

ROCKY MOUNTAIN OILFINDERS, INC.

_____

By_____
Title_____
Date_____

_____

ROBERT L. MEHL
Date_____

_____

JORDAN R. SMITH
Date_____

Attest:

NORTH AMERICAN RESOURCES COMPANY, INC.

Patricia M. Eikos

By_____
Title_____
Date_____

Attest: Patricia M. Eikos,
Assistant Secretary

GCIL III, LIMITED PARTNERSHIP

By David E. Kelm
Title President, Dakel Operating Co.
Date General Partner Mar. 23, 1990

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 22nd day of November, 1989 by K. V. Tholstrom as Vice President for Presidio Exploration, Inc. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:
April 4, 1990

Douglas D. Johnson
Notary Public
Address 543 South Archer Way #800
Englewood, Colorado 80111-5035

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of December, 1989 by Patrick D. Maher, President of Venture Resources, Inc as General Partner for Venture Resources, Ltd. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:
May 13, 1992

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

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 28th day of November, 1989 by L. Clark Kiser as President for Rocky Mountain Oilfinders, Inc. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:
May 13, 1992

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

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 29th day of November, 1989 by Robert L. Mehl.

Witness my hand and official seal.

My commission expires:
May 13, 1992

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

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of November, 1989 by Jordan R. Smith.

Witness my hand and official seal.

My commission expires:
May 13, 1992

Marguerite E. Scott
Notary Public
Address 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1989 by _____ as _____ for North American Resources Company, Inc. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address_____
_____

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1989 by _____ as _____ for GCIL III, Limited Partnership on behalf of the limited partnership.

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address_____
_____

STATE OF COLORADO)
)SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 22nd day of November, 1989 by K. V. Tholstrom as Vice President for Presidio Exploration, Inc. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:
May 01, 1990

Notary Public
Address 5613 DTC Parkway #800
Englewood, Colorado 80111-3035

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1989 by _____ as _____ for Venture Resources, Ltd. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

_____

Notary Public
Address _____
_____

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1989 by _____ as _____ for Rocky Mountain Oilfinders, Inc. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

_____

Notary Public
Address _____
_____

STATE OF _____)
)SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires:

_____

Notary Public
Address _____
_____

STATE OF _____)
)SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address_____
_____

STATE OF MONTANA)
)SS.
COUNTY OF SILVER BOW)

The foregoing instrument was acknowledged before me this 5th day of ~~November~~ January 1989~~9~~8 by R. P. Madison as President for North American Resources Company, on behalf of the corporation.

Witness my hand and official seal.

My commission expires:
11-17-92

Notary Public
Address Butte, Montana

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1989 by _____ as for GCIL III, Limited Partnership on behalf of the limited partnership.

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address_____
_____

STATE OF _____)
)SS.
COUNTY OF _____)

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

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address_____
_____

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1989 by _____ as _____ for North American Resources Company, Inc. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address_____
_____

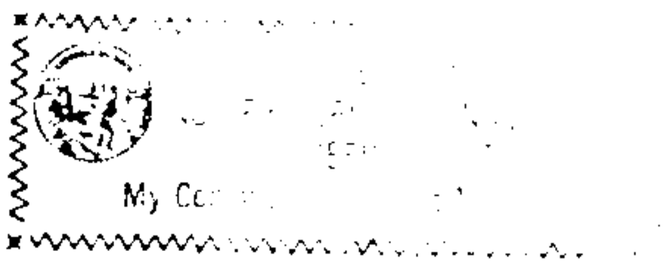
STATE OF Minnesota)
)SS.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of March, 1990 by David E. Klein as General Partner for GCIL III, Limited Partnership on behalf of the limited partnership.

Witness my hand and official seal.

My commission expires:
3-4-93

_____
Notary Public
Address_____
_____



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-74329

Lease Effective Date
(Anniversary Date)
April 1, 1982

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Mesa Operating Limited Partnership
   Street P. O. Box 2009
   City, State, ZIP Code Amarillo, TX 79189-2009

*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 115 West, 6th P.M.	12.5%	12.5%	None	None	6.25%
Section 32: Lots 3,4,NE/4, N/2SE/4					
Containing 319.22 acres more or less, Sublette County, Wyoming 228696					

RECORDED Apr 30 1990 2:22 PM
IN BOOK 86 O & G PAGE 49
FEES 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Petty

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective APR 1 - 1990

By /s/ BEVERLY J. POTEET (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

APR 18 1990

For Assignee

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.

49

50

RECEIVED

APERWORK REDUCTION ACT STATEMENT

. 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.

OTICE

he Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be rnished the following information in connection with information required by this il and gas/geothermal lease record title assignment application.

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

RINCIPAL 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 lands or interests in lands.

(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

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.

CO & WY

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

The foregoing instrument was acknowledged before me this 2nd day of March, 1990, by R. R. [illegible], the Attorney-in-Fact of TEXACO INC., a corporation.

WITNESS My hand and official seal.

JOAN E. ENGET NOTARY PUBLIC STATE OF COLORADO

My commission expires: June 27, 1990

Joan E. Enget
Notary Public
Residing at: Joan E. Enget
8654 Chase Dr. #338
Arvada, CO 80003

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.

ssignee 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.

ssignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

r 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 e to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

rify 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.

ed this 2nd day of March, 19 90

e of Assignor as shown on current lease Texaco Inc.
Please type or print

nor
x by (Signature)
ney-in-fact R. R. [illegible]
(Signature) R. R. [illegible]

P. O. Box 2100
(Assignor's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Executed this 16 day of March, 1990

MESA OPERATING LIMITED PARTNERSHIP
By: Pickens Operating Co., General Partner

Assignee
or
Attorney-in-fact Richard W. Petrie
(Signature)

Richard W. Petrie
Attorney-in-Fact

54123-001 WY0470006

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.

WY-[illegible]

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Wolverine Exploration Company
   Street 1200 Denver Club Building
   City, State, ZIP Code 518 17th Street
   Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 9: N/2 Containing 320.00 acres, more or less Sublette County, Wyoming	7.5%	3.75%	3.75% 228729	None	5%

RECORDED May 2 1990 11:15 A M
IN BOOK 86 M & G PAGE 51
FEES 6.00 Rec'd Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

Insofar and only insofar as the above described lands 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 said lands as of October 1, 1989.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ **Transfer approved effective** MAY 01 1990

By /s/ Jean Mickey
(Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER
(Title)

APR 13 1990
(Date)

FOR 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.

Subject to the terms and conditions of that certain Letter Agreement dated August 11, 1989, as amended by letter dated August 14, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation and subject to the terms and conditions of that certain Letter Agreement dated November 1, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1990 by William L. Donnelly, as Vice President of COASTAL OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Judith Esterak
Notary Public

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

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 24th day of January, 1990

Name of Transferor COASTAL OIL & GAS CORPORATION
Please type or print

Transferor or Attorney-in-fact W. L. Donnelly, Vice President
(Signature)
ATTEST: Asst. Secretary
(Signature)

600 17th Street, Suite 800 S
(Transferor's Address)
Denver, Colorado 80201
(City) (State) (Zip Code)

Executed this 30th day of March, 1990

Transferee WOLVERINE EXPLORATION COMPANY
(Signature)
Transferee 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.

64129-001WY0470008

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

WYW-54101

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Wolverine Exploration Company
   Street 1200 Denver Club Building
   City, State, ZIP Code 518 17th Street
   Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 19: E/2 Containing 320.00 acres, more or less Sublette County, Wyoming	7.5%	3.75%	3.75% 228730	None	5%

Insofar and only insofar as the above described lands 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 said lands as of October 1, 1989.

RECORDED May 2 1990 1:15 PM
IN BOOK 86 O&G PAGE 53
FEES 6.00 May L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mare Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ **Transfer approved effective** MAY 01 1990

By /s/ Jean Mickey
(Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER
(Title)

APR 13 1990
(Date)

FOR 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.

Subject to the terms and conditions of that certain Letter Agreement dated August 11, 1989, as amended by letter dated August 14, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation and subject to the terms and conditions of that certain Letter Agreement dated November 1, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1990 by William L. Donnelly, as Vice President of COASTAL OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Judith Esterak
Notary Public

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

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 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 26th day of January, 1990

Name of Transferor: COASTAL OIL & GAS CORPORATION
Please type or print

Transferor or Attorney-in-fact: W. L. Donnelly (Signature) Vice President

ATTEST: (Signature) Asst. Secretary

600 17th Street, Suite 800 S
(Transferor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Executed this 30th day of March, 90

Transferee or Attorney-in-fact: WOLVERINE EXPLORATION COMPANY (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

64130-001 WY0470009

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-54162

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Wolverine Exploration Company
   Street 1200 Denver Club Building
   City, State, ZIP Code 518 17th Street
   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:

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 29 North, Range 114 West, 6th P.M. Section 29: NE/4	7.5%	3.75%	3.75%	None	5%
Township 29 North, Range 114 West, 6th P.M. Section 29: SE/4, W/2	25.0%	12.50%	12.50%	None	5%

Containing 640.00 acres, more or less
Sublette County, Wyoming

Insofar and only insofar as the above described lands 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 said lands as of October 1, 1989.

228731
RECORDED May 2 1990 11:15 P M
IN BOOK 86 O&G PAGE 55
FEES 6.00 May L Lufton COUNTY CLERK
SUBLETTE COUNTY CLERK
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 MAY 01 1990

By /s/ Jean Mickey (Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER (Title) APR 13 1990 (Date)

FOR 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.

Subject to the terms and conditions of that certain Letter Agreement dated August 11, 1989, as amended by letter dated August 14, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation and subject to the terms and conditions of that certain Letter Agreement dated November 1, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1990 by William L. Donnelly, as Vice President of COASTAL OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Judith Esterak
Notary Public

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

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 24th day of January, 19 90

Name of Transferor: COASTAL OIL & GAS CORPORATION
Please type or print

Transferor or Attorney-in-fact: W. L. Donnelly (Signature) Vice President
ATTEST:
(Signature) Asst. Secretary

600 17th Street, Suite 800 S
(Transferor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

CAB 1-22-90

Executed this 30th day of March, 19 90

Transferee: WOLVERINE EXPLORATION COMPANY

Transferee or Attorney-in-fact: _____
(Signature)

Lmt KCP

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.

64124-001 WY0470010

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.
WYC-59398

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)* Wolverine Exploration Company
   Street 1200 Denver Club Building
   City, State, ZIP Code 518 17th Street
   Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 18: NE/4 Section 20: All Containing 800.00 acres, more or less Sublette County, Wyoming	7.5%	3.75%	3.75%	None	6.25%

228732

RECORDED May 2 1990 1:45 PM
IN BOOK 86 of G PAGE 57
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

Insofar and only insofar as the above described lands 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 said lands as of October 1, 1989.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective MAY 01 1990

By /s/ Jean Mickey
(Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER
(Title)

APR 13 1990
(Date)

FOR 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.

Subject to the terms and conditions of that certain Letter Agreement dated August 11, 1989, as amended by letter dated August 14, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation and subject to the terms and conditions of that certain Letter Agreement dated November 1, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 22nd day of January, 1990 by William L. Donnelly, as Vice President of COASTAL OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Judith Esterak
Notary Public

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

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.

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

Executed this 24th day of January, 1990

Name of Transferor COASTAL OIL & GAS CORPORATION
Please type or print

Transferor or Attorney-in-fact W. L. Donnelly (Signature) Vice President

(Signature) Asst. Secretary

2500 16th Street, Suite 800 S
(Transferor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Executed this 30th day of March, 1990

Transferee WOLVERINE EXPLORATION COMPANY

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.

64125-001 WY0470012

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

WYW-90621

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Wolverine Exploration Company
   Street 1200 Denver Club Building
   City, State, ZIP Code 518 17th Street
   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:

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 29 North, Range 114 West, 6th P.M. Section 21: All Section 28: All Containing 1,280.00 acres, more or less Sublette County, Wyoming	7.5%	3.75%	3.75%	None	5%

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.

228733

RECORDED May 2 1990 1:45 P M
IN BOOK 86 016 PAGE 59
FEES 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

Insofar and only insofar as the above described lands 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 said lands as of October 1, 1989.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective MAY 01 1990

By /s/ Jean Mickey
(Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER
(Title)

APR 13 1990
(Date)

FOR ASSIGNEE

59

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.

Subject to the terms and conditions of that certain Letter Agreement dated August 11, 1989, as amended by letter dated August 14, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation and subject to the terms and conditions of that certain Letter Agreement dated November 1, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1990 by William L. Donnelly, as Vice President of COASTAL OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Judith Esterak
Notary Public

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

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 24th day of January, 19 90

Name of Transferor: COASTAL OIL & GAS CORPORATION
Please type or print

Transferor or Attorney-in-fact: W. L. Donnelly (Signature) Vice President
(Signature) Asst. Secretary

600 17th Street, Suite 800 S
(Transferor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Executed this 30th day of March, 19 90

Transferee: WOLVERINE EXPLORATION COMPANY
(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.

64126-001 WY0470051

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-53952

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)*** Wolverine Exploration Company
Street 1200 Denver Club Building
City, State, ZIP Code 518 17th Street
Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 26: NW/4NW/4 Containing 40.0 acres, more or less Sublette County, Wyoming Insofar and only insofar as the above described lands 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 said lands as of October 1, 1989.	25%	12.5%	12.5%	None	None

228734

RECORDED May 2 19 90 1:15 PM
IN BOOK 86 O&G PAGE 61
FEES 6.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mar Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ **Transfer approved effective** MAY 01 1990

By /s/ Jean Mickey
(Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER
(Title)

APR 13 1990
(Date)

FOR 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.

Subject to the terms and conditions of that certain Letter Agreement dated August 11, 1989, as amended by letter dated August 14, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation and subject to the terms and conditions of that certain Letter Agreement dated November 1, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1990 by William L. Donnelly, as Vice President of COASTAL OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Judith Esterak
Notary Public

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

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 24th day of January, 19 90

Name of Transferor: COASTAL OIL & GAS CORPORATION
Please type or print

Transferor: W. L. Donnelly (Signature) Vice President
or
Attorney-in-fact: ATTEST: (Signature) Asst. Secretary

600 17th Street, Suite 800 S
(Transferor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Executed this 30 day of March, 19 90

Transferee: WOLVERINE EXPLORATION COMPANY
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.

ASSIGNMENT OF OVERRIDING ROYALTY
(Property Name: Tip Top Unit B TR 37)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave., Kemmerer, Wyoming

Being in all total of an undivided .0100000 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 113 West, 6th P.M.
Section 18: SW/4 SE/4 and Lots 5-18 (inclusive)

WITNESS my hand this 30th day of April, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 30th day of April, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo — Notary Public — County of Lincoln — State of Wyoming — My Commission Expires July 17, 1991

228738

RECORDED May 2 1990 2:10 PM
IN BOOK 86 O&G PAGE 63
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Roby

ASSIGNMENT OF OVERRIDING ROYALTY
(Property Name: Tip Top UT Dakota A TR 37)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave., Kemmerer, Wyoming

Being in all total of an undivided .0100000 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Section 2: Lots 13 and 20

WITNESS my hand this 30th day of April, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 30th day of April, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo Notary Public
County of Lincoln State of Wyoming
My Commission Expires July 17, 1991

228739

RECORDED May. 2 1990 2:15 PM
IN BOOK 86 O&G PAGE 64
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY
(Property Name: Tip Top UT Muddy A TR 37)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave., Kemmerer, Wyoming

Being in all total of an undivided .0100000 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:

Lots 12 and 20, Section 2, T28N-R114W, 6th P.M.

WITNESS my hand this 30th day of April, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 30th day of April, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:
July 17, 1991

Kathleen S. Carollo
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires July 17, 1991

228740

RECORDED May 2 1990 2:15 P.M.
IN BOOK 86 O&G PAGE 65
FEES $4.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY
(Property Name: M L Justheim Well 65-18)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave., Kemmerer, Wyoming

Being in all total of an undivided .0100000 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Section 18: W/2SE/4 and Lots 5-18 (inclusive)

WITNESS my hand this 30th day of April, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 30th day of April, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo — Notary Public
County of Lincoln — State of Wyoming
My Commission Expires July 17, 1991

228741

RECORDED May 2 1990 2:15 P M
IN BOOK 86 O & G PAGE 66
FEES $4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY
(Property Name: Tip Top Nugget A-B TR 37)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave., Kemmerer, Wyoming

Being in all total of an undivided .0100000 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Section 2: E/2 Lot 20 and E/2 Lot 13
Section 12: NW/4 SW/4 NW/4, W/2 NE/4 SW/4 NW/4, W/2 SE/4 SW/4 NW/4 and SW/4 SW/4 NW/4

WITNESS my hand this 30th day of April, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 30th day of April, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo
County of Lincoln
My Commission Expires July 17, 1991

228742

RECORDED May 2 1990 2:20 P M
IN BOOK 86 O&G PAGE 67
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY
(Property Name: Tip Top Unit A TR 37)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave., Kemmerer, Wyoming

Being in all total of an undivided .0100000 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 28 North, Range 114 West, 6th P.M.
Section 2: E/2 SE/4
Section 12: S/2 NW/4 and E/2 SW/4
Section 13: NE/4 and E/2 SE/4
Township 29 North, Range 113 West, 6th P.M.
Section 31: SE/4 SW/4 and SW/4 SE/4
Containing 560.00 acres, more or less.

WITNESS my hand this 30th day of April, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 30th day of April, 1990.

Witness my hand and official seal.

Notary Public

My Commission Expires

Kathleen S. Carollo — Notary Public — County of Lincoln — State of Wyoming — My Commission Expires July 17, 1991

228743

RECORDED May 2 1990 2:26 P M
IN BOOK 86 O & G PAGE 68
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

0050143-000

228774

RECEIVED
FEB 14
Bureau of Land Management
District Land Office
Cheyenne, Wyoming

RECORDED May 8 1970 8:24 AM
IN BOOK 86 OLG PAGE 69
FEES 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

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

Evanston 07555

AGREEMENT OF ASSIGNMENT

THIS AGREEMENT OF ASSIGNMENT Made and entered into this 23rd day of November, 1948, by and between FRED J. HISCHIER, hereinafter called "Hischier", of Billings, Montana, the Party of the First Part, and WESTERN OIL REFINING COMPANY, hereinafter called "Western", a Wyoming corporation, Party of the Second Part, in consideration of the sum of ONE DOLLAR paid by Western to Hischier, and of the covenants and agreements between them.

WHEREAS, under date of June 17, 1922, Hischier was granted by the United States a Prospecting Permit, Evanston 07555, for the prospecting and development of the lands hereinafter described, together with the other lands not the subject of this Agreement; and

WHEREAS, by an Operating Agreement in writing bearing date the 15th day of March, 1939, Hischier granted to Susan J. Quealy the right to prospect and explore for oil and gas, and develop and produce oil from the same, the lands hereinafter described; and agreed to execute to said Susan J. Quealy in due time and upon request an assignment of any and all lease or leases which might be issued to Hischier by the United States on all or any part of said lands; and

WHEREAS, Western is by mesne conveyance the owner and holder of said Operating Agreement dated March 15, 1939, and is not in default in any of the terms thereof; and

WHEREAS, under date of September 2, 1944, the United States issued to Hischier an Oil and Gas Lease, Evanston 07555, at a royalty in excess of Five Percent (5%) to the United States, of that portion of said lands described as follows:

Township 27 North, Range 113 West 6th P.M., Wyoming
Section 9: W½SW¼,

containing eighty (80) acres. Now, Therefore, THIS INDENTURE

W I T N E S S E T H:

That Hischier for and in consideration of the foregoing premises and of the sum of One Dollar to him in hand paid by Western, receipt whereof is confessed and acknowledged, and in further consideration of the promises and agreement of Western to pay and deliver to Hischier or his assigns the royalties in said Operating Agreement, and hereinafter reserved, and to pay to the United States all rentals and royalties which shall accrue to the United States under the terms of said Oil and Gas Lease, does by these presents, sell, assign, convey and set over unto Western, its successors and assigns, the said Oil and Gas Lease of date September 2, 1944, together with all right, title and interest of Hischier in and to said lands.

AND Western in consideration of the assignment of said Lease hereby covenants and agrees to pay to the United States any and all rentals and royalties payable and accruing the United States under the terms of said Lease, and to perform all of the covenants thereof, including the execution and maintenance in effect of such bonds as may be required under the terms thereof, and to pay and deliver in accordance with the terms of said Operating Agreement to the following named persons Two and One-Half Percent (2½%)

RECEIVED
FEB 28 1970
BUREAU OF LAND MANAGEMENT
Lankford

of the oil and gas produced and sold from said lands as follows, to-wit:

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

(a) Two-ninths of Two and One-Half Percent (2/9 of 2½%) - - - - - - - - - - - - - -to Joseph A. Minton

(b) Two-ninths of Two and One-Half Percent (2/9 of 2½%) - - - - - - - - - - - - - -to Mrs. M. J. Fitzpatrick

(c) One-ninth of Two and One-Half Percent (1/9 of 2½%) - - - - - - - - - - - - - -to J. K. Wellman

(d) One-ninth of Two and One-Half Percent (1/9 of 2½%) - - - - - - - - - - - - - -to Jesse Wellman

(e) Two-ninths of Two and One-Half Percent (2/9 of 2½%) - - - - - - - - - - - - - -to Grace Marquis

(f) One-ninth of Two and One-Half Percent (1/9 of 2½%) - - - - - - - - - - - - - -to Fred J. Hischier.

TO HAVE AND TO HOLD the said above described Oil and Gas Lease according to the tenure and terms thereof, and said above described lands unto Western, its successors and assigns, for the full term and period of said Oil and Gas Lease, and any and all extensions or renewals thereof; provided, nevertheless, that Western shall have the right to, and may at its election, when not in default under the terms of said Lease, surrender and reassign to Hischier all or any part of said lands, and thereupon be relieved of all further obligation in relation to the same; and provided further that in the event Hischier shall fail or neglect to, within thirty (30) days thereafter, accept and qualify to receive the Lease and lands so surrendered, Western shall then have the right to surrender directly to the United States.

IN WITNESS WHEREOF, Hischier has hereunto set his hand, and Western has caused these presents to be executed in its name by its officers this day and year herein first above written.

Fred J. Hischier
Party of the First Part

ATTEST:

Susan D. Jones
Secretary

WESTERN OIL REFINING COMPANY

By Patrick J. Quealy
President

Party of the Second Part

CERTIFIED

[illegible] copy
[illegible] on file

FEB 28 1980

BUREAU OF LAND MANAGEMENT

Assignment Approved:

Marion Clawson
Director, Bureau of Land Management

THE STATE OF MONTANA)
: SS.
County of Yellowstone)

On this 2nd day of February, 1948, before me personally appeared FRED J. HISCHIER, to me known to be the person described in and who executed the foregoing instrument of writing, and acknowledged that he executed the same as his free and voluntary act and deed.

My Commission expires April 23, 1951.

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

Norma S Kirsten
Notary Public

THE STATE OF WYOMING)
: SS.
County of Lincoln)

On this 23rd day of November, 1948, before me personally appeared PATRICK J. QUEALY and IVAN S. JONES, who being by me duly sworn, did say that they are, respectively, President and Secretary of WESTERN OIL REFINING COMPANY, the corporation described in the annexed and foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said Patrick J. Quealy and Ivan S. Jones acknowledged said instrument to be the free and voluntary act and deed of said corporation.

My Commission expires June 14, 1950.

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

Olga Jones
Notary Public

CERTIFIED

to be [illegible] by
of [illegible]

FEB 28 1950

Audrey A Kendrick
BUREAU OF LAND MANAGEMENT

72

ASSIGNMENT OF OPERATING AGREEMENT

816490 C050143-000

WHEREAS, on the 23rd. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, [redacted] said agreement, [redacted] was recorded on November 10, 1954 in book 10 O & G leases, page 276, Sublette County, Wyoming, [redacted]

Federal Oil & Gas Lease # Evanston 07555

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

Section 9: W½SW¼

80.00 acres, more or less

SUBJECT TO MORTGAGE(S) AND/OR SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER

WHEREAS, by mesne assignments BELFER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted therein by WESTERN OIL REFINING COMPANY.

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

IN WITNESS, WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP 28 1959

WITNESS:

Jack Saltz

BELFER NATURAL GAS COMPANY

By: Lawrence Ruben, Partner

"ASSIGNOR"

(XO)

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

On the _____ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this _____ day of SEP 28 19[illegible], 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

228775

RECORDED May 8 1990 8:20 A M
IN BOOK 86 O & G PAGE 72
FEES 8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mon Riley

CERTIFIED

FEB 28 1990
Adelle L Kamalski
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

RIDER TO LEASE EVANSTON 07555

Subject to a Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven Hundred thousand ($700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand ($120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

Subject to a Production Payment conveyed to Bright Star Foundation, Inc., on December 18, 1958, in the primary amount of One million four hundred thousand ($1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 to and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

RIDER TO LEASE EVANSTON 07555

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand ($4,690,000.00) dollars.

RIDER TO LEASE

Subject to a first and prior lien previously granted El Paso Natural Gas Company by Belfer Natural Gas Company, now of record, covering only the below described portion of the subject lease:

RIDER TO LEASE EVANSTON 07555

Subject to a Production Payment previously reserved by Western Oil Refining Company by instrument dated June 23, 1954, in the sum of Two hundred thousand ($200,000.00) dollars, payable out of five (5%) percent of the oil and gas and other hydrocarbon substances produced, saved and sold from these lands and other lands more particularly described in said Production Payment.

CERTIFIED

FEB 28 1981

BUREAU OF LAND MANAGEMENT

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REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

WITNESSES: ATTEST

John P. Diefzef, Assistant Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

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

CERTIFIED

Assignment approved effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

FEB 28 1960

BUREAU OF LAND MANAGEMENT

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

0050143-000

4-906f
(September 1940)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 07555

NORTH LA BARGE UNIT AGREEMENT

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 1st day of January, 1940, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and Fred J. Hischier, Helena, Montana,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," as amended, hereinafter referred to as the Act, which is 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 in or under the following-described tracts of land situated in the

North La Barge field

and more particularly described as follows:

226776

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

Sec. 9, W½SW¼

RECORDED May 2 1940 8:30 AM
IN BOOK 86 of G PAGE 75
FEES 12.00 Mary L Lankster COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mae Riley

containing 80 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 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 to the extent of 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*) *Bond.*—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; and, until such bond is furnished, to submit and maintain a bond in the sum of $1,000 with acceptable surety, similarly conditioned. The requirement made herein for the filing of a $1,000 bond shall apply only in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases the $1,000 bond must be filed not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by making payment of each successive annual rental not less than 90 days prior to its due date. In the absence of the payment of the rental in advance as herein authorized, the requirement for the filing of the bond within the time prescribed must be complied with strictly, and upon the failure of the lessee to comply therewith the lease shall be subject to cancelation by the Secretary in accordance with the provisions of the lease and the Act of February 25, 1920 (41 Stat. 437), as amended by the Act of August 21, 1935 (49 Stat. 674). Nothing herein contained shall operate to relieve the lessee from the obligation to furnish a $5,000 general lease bond prior to beginning drilling operations.

(*b*) *Cooperative or unit plan.*—Within 30 days of demand, or if the land is within an approved unit plan, in the event 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 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 Secretary of the Interior, 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, provided such system 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 reasonable diligence in the development and operation of the property.

16—19553

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BUREAU OF LAND MANAGEMENT

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(*d*) *Rentals.*—To pay the lessor in advance on the first day of the month in which the lease issues a rental of 50 cents for each acre or fraction thereof for the first lease year, and a rental of 25 cents for each subsequent lease year beginning prior to discovery of a valuable deposit of oil or gas within the limits of the geological structure on which all or part of the leased lands are situated: *Provided,* That if this lease is granted under section 17 of the act, as amended, for lands not within any known geologic structure of a productive oil or gas field, no rental is required for the second and third lease years unless a valuable deposit of oil or gas is sooner discovered: *Provided further,* That if this lease is granted in exchange for an oil and gas prospecting permit or pursuant to an application for a prospecting permit filed after May 23, 1935, no rental shall be payable for the first two lease years unless valuable deposits of oil or gas are sooner discovered within the boundaries of the lease, but a rental of 25 cents shall be paid for the third and each succeeding lease year beginning prior to discovery of a valuable deposit of oil or gas within the limits of the geologic structure on which all or part of the leased lands are situated: *Provided further,* That for each lease year beginning on or after discovery a rental of $1 per acre or fraction thereof shall be paid, the rental so paid for any one lease year to be credited on the royalty for that year: *And provided further,* That when the Secretary of the Interior shall direct or shall assent to suspension of operations or of production of oil or gas under this lease, after a valuable deposit of oil or gas shall have been discovered within the lands leased, any payment of acreage rental prescribed herein likewise shall be suspended during such period of suspension of all operations and production; and this lease shall not be deemed to expire by reason of suspension of prospecting, drilling, or production, pursuant to any order or consent of the said Secretary.

(*e*) *Royalties.*—To pay the lessor royalties, as follows, on the amount or value of all production from the leased lands (except that portion thereof used for production purposes on said lands or unavoidably lost):

(1) When the price of oil used in computing royalty value is $1 or more per barrel, the per centum of royalty shall be as follows:

When the average production for the calendar month in barrels per well per day is													
not over						50,	the royalty shall be	12.5	percent;
over	50	but	not	over		60,	"	"	"	"	13	"
"	60	"	"	"		70,	"	"	"	"	14	"
"	70	"	"	"		80,	"	"	"	"	15	"
"	80	"	"	"		90,	"	"	"	"	16	"
"	90	"	"	"		110,	"	"	"	"	17	"
"	110	"	"	"		130,	"	"	"	"	18	"
"	130	"	"	"		150,	"	"	"	"	19	"
"	150	"	"	"		200,	"	"	"	"	20	"
"	200	"	"	"		250,	"	"	"	"	21	"
"	250	"	"	"		300,	"	"	"	"	22	"
"	300	"	"	"		350,	"	"	"	"	23	"
"	350	"	"	"		400,	"	"	"	"	24	"
"	400	"	"	"		450,	"	"	"	"	25	"
"	450	"	"	"		500,	"	"	"	"	26	"
"	500	"	"	"		750,	"	"	"	"	27	"
"	750	"	"	"		1,000,	"	"	"	"	28	"
"	1,000	"	"	"		1,250,	"	"	"	"	29	"
"	1,250	"	"	"		1,500,	"	"	"	"	30	"
"	1,500	"	"	"		2,000,	"	"	"	"	31	"
"	2,000						"	"	"	"	32	"

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of the original on file
FEB 28 1990
BUREAU OF LAND MANAGEMENT

(2) When the price of oil used in computing royalty value is less than $1 per barrel, the per centum of royalty shall be the forgoing multiplied by the ratio of said price to a price of $1 per barrel: *Provided, however,* That the per centum of royalty shall never be less than 12.5.

(3) If the United States shall take its royalty in oil, the price received by the lessee, as well as that received by the lessor shall be considered in determining the price to govern the per centum of royalty, unless both prices are $1 or more per barrel.

(4) On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casing-head gasoline and other liquid products obtained from gas:

When the average production of gas per well per day for the calendar month does not exceed 5,000,000 cubic feet, 12½ percent; and when said production of gas exceeds 5,000,000 cubic feet, 16⅔ percent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture: *Provided,* That 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, and that said value of gas and of liquid products shall be as determined by said Secretary.

The average production per well per day for oil and for gas shall be determined under rules and regulations approved by the Secretary of the Interior.

(5) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum prices for purposes of computing royalty in value on any or all oil, gas, natural gasoline, and other liquid products obtained from gas; and that in no case shal the price so established be less than the estimated reasonable value of the product, 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.

16—19443

(6) 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: *Provided,* That the lessee shall not be required to hold such royalty oil or other liquid products in storage beyond the last day of the calendar month next following the calendar month in which produced: *And provided further,* That the lessee shall be in no manner responsible or held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the lessee has no control.

(7) Royalties, whether in amount or value of production, shall be subject to reduction whenever the average daily production of the oil wells on the entire leasehold or on any tract or portion thereof segregated for royalty puposes shall not exceed ten (10) barrels per well per day, or where the cost of production of oil or gas is such as to render further production economically impracticable, if in the judgment of the Secretary of the Interior the wells cannot be successfully operated upon the royalties fixed herein.

(*f*) *Contracts for disposal of products.*—To file with the Federal oil and gas supervisor or such other officer as the Secretary of the Interior may designate, copies of all contracts immediately upon execution thereof, and full information as to all other arrangements for the disposal of oil, gas, natural gasoline, and other products produced hereunder (except products used for production purposes on the leased lands or unavoidably lost), and not to sell or otherwise dispose of the products of the land leased except in accordance with a contract or other arrangement first approved by said officer, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by said Secretary or his said subordinate.

(*g*) *Monthly statements.*—To furnish monthly statements in detail at such time and in such form as may be prescribed by the lessor, showing the amount and quality of all oil, gas, natural gasoline, and other substances produced during the preceding calendar month and the amounts thereof used for production purposes on the leased lands or unavoidably lost, and to furnish current records and monthly statements of the amounts thereof sold or otherwise disposed of and the proceeds therefrom.

(*h*) *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 Register of the district land office in which the lands are located or to the Commissioner of the General Land Office if there is no district land office in the State in which the lands are located.

(*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 or connected therewith, and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(*j*) *Plats and reports.*—To furnish at such times and in the manner and form prescribed by or on behalf of the lessor, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands; and to report in detail when required as to the stockholders, investment, depreciation, and cost of operation, and the amount, nature, and quality of products sold, and the amount received therefor.

(*k*) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys in form acceptable to or prescribed by or on behalf of the lessor of all the wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, which log, information, and records, or copies thereof, shall be furnished to the lessor as requested or required.

(*l*) *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 Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, 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 developed 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; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; 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.

(*m*) *Regulations.*—To abide by and conform to any and all reasonable regulations of the Secretary of the Interior now or hereafter in force, all of which regulations are made a part and condition of this lease: *Provided,* That such regulations are not inconsistent with any express and specific provisions hereof; and particularly that no regulations hereafter approved shall effect a change in the rate of royalty or annual rental herein specified without the written consent of the parties to this lease.

(*n*) *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. The lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts. (3)

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to be a true and correct copy

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Cecilia J. Kowalski

BUREAU OF LAND MANAGEMENT

(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.

2 (p). Assignment of oil and gas lease or interest therein. Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of five per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

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(a) *Rights reserved—Easements and rights-of-way.* [illegible] 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 lands embraced within this lease 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: *Provided,* That this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(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 Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; 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: *Provided,* That the lessee shall not, as a result of the operation in this paragraph provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

SEC. 4. *Drilling and producing restrictions.*—It is 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.

SEC. 5. *Surrender and termination of lease.*—The lessee may, on consent of the Secretary of the Interior, first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein. 16—16563

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BUREAU OF LAND MANAGEMENT

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, to remove from the premises all the materials, 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 fail to comply with the provisions of the Act, 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 17 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 was earned as a preference right pursuant to section 14 of the Act or 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 cause of forfeiture shall not prevent the cancelation 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,

SEP - 2 1944

By Oscar L Chapman
Assistant Secretary of the Interior.

Witness to signature of—

Jo. A. Minton, La Barge, Wyo. Fred J. Kuchel

James A. Kilbourne,
Billings, Montana.

U. S. GOVERNMENT PRINTING OFFICE 16—10653

(5)

CERTIFIED

to be a true and correct copy
of the original

FEB 28 1947

Adelle L. Kowalski
BUREAU OF LAND MANAGEMENT

18

605140-000 228777

RECORDED May 8 1945 8:00 A.M
IN BOOK 86 O&G PAGE 80
FEES 4.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF WYOMING COMMISSIONER OF PUBLIC LANDS
RECEIVED May 26 1945
Norma M. Hall

ASSIGNMENT OF OIL & GAS LEASE.

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, Jos. A. Minton, of LaBarge, Wyoming, is the owner and holder of Oil and Gas Lease, No. O-847, issued by the State of Wyoming, dated June 16, 1936, granting to said Jos. A. Minton the right to drill, explore and operate for oil and gas the lands in Sublette County, Wyoming, described as follows:

All of Section Sixteen (16), Township Twenty-seven(27) North, Range One Hundred Thirteen(113) West of the Sixth Principal Meridian, Wyoming,

NOW, Therefore, This Indenture

WITNESSETH, that the said Jos A. Minton, for and in consideration of the sum of One Dollar, to him in hand paid by WESTERN OIL REFINING COMPANY, a Wyoming corporation, has bargained, sold and conveyed, and by these presents does bargain, sell, convey, assigned and set over unto said Western Oil Refining Company, its successors and assigns, the said Oil and Gas Lease, and all the right, title and interest of said Jos. A. Minton, in, to and under the same, and in and to the said above described lands; but reserving, nevertheless, unto said Josl A. Minton, his heirs and assigns, a royalty of two and one-half (2½%) per cent of all oil and gas produced, saved and sold from said lands, during the term of said lease, and all extensions and renewals thereof.

TO HAVE AND TO HOLD the said lands and oil and gas lease unto said Western Oil Refining Company, its successors and assigns, subject to the aforesaid royalty reserved to Jos. A. Minton, according to the terms, tenor and conditions of said oil and gas lease, for and during the entire period and term thereof, together with all extensions and renewals thereof.

IN WITNESS WHEREOF, the said Jos. A. Minton has hereunto set his hand this 1st day of May, 1945.

Witness,
Lila M. Schooley ---------- Jos. A. Minton

THE STATE OF WYOMING)
:SS,
County of Lincoln.)

On this 1st day of May, 1945, before me personally appeared before me Jos. A. Minton, to me known to be the person described in and who executed the foregoing instrument of writing and acknowledged that he executed the same as his free and voluntary act and deed.

My commission expires June 20, 1948.

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

Lila M. Schooley
Notary Public.

Examined: MFS
Proof Read: rb/ams
RECORDED: Office of Commissioner of Public Lands June 8, 1945
BOARD APPROVED: May 3, 1945, without binding the State for the payment of any overriding royalty.

[redacted] [redacted] [redacted]

4-208 •

1/62

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 09561 (a)

Lease of Oil and Gas Lands Under the Act of February 25, 1920.

(Sec. 14-13)

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 20th day of June, 1932, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, acting in this behalf by the Secretary of the Interior, and

WESTERN SLOPE OIL & REFINING COMPANY,
211 Consolidated Royalty Building,
Casper, Wyoming,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (Public No. 146), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," hereinafter referred to as the act, which is made a part hereof, WITNESSETH:

SEC. 1. Purposes.--That the lessor in consideration of rents and royalties to be paid, and the 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 in or under the following-described tract of land situated in the La Barge Field (undefined) and more particularly described as follows:

E½, E½ NW¼, NE¼ SW¼ Sec. 17, and NE¼ Sec. 20,
T. 27 N., R. 113 W., 6th P.M., Wyoming, containing
600 acres, 228778

RECORDED May 8 1940 8:30 A M
IN BOOK 86 of G PAGE 81
FEES 1.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

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FEB 28 1980
Adelle A. Kwiatkoski
BUREAU OF LAND MANAGEMENT

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 twenty (20) years, with the preferential right in the lessee to renew this lease for successive periods of ten (10) years, upon such reasonable terms and conditions as may be prescribed by the lessor, unless otherwise provided by law at the time of the expiration of such periods.

(a) The lessee, in consideration of the rights herein granted, agrees to abide by the Code of Fair Competition for the Petroleum Industry as approved by the President of the United States on August 19, 1933, and any modification thereof made heretofore or hereafter, so long as such code shall remain in effect; and to abide by the provisions of any act of Congress heretofore or hereafter enacted, or any code or regulatory measure adopted by authority thereof, for the regulation or control of the petroleum industry. By instrument dated January 31, 1935. the lessee and its sureties have consented hereto.

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(b) The lessee agrees to enter into and abide by any unit agreement for the development and operation of the pool, field, or area embracing the lands included herein which may be acceptable to or prescribed by the Secretary of the Interior. **By instrument dated January 31, 1935, the lessee and its sureties have consented hereto.**

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) *Bond.*—To furnish a bond with approved corporate surety in the penal sum of $5,000, conditioned upon compliance with the terms of the lease.

(b) *Wells.*—To maintain in a state of production wells equal in number to the number of the now existing producing wells on the leased land until the oil deposits are exhausted or until the proven territory has been drilled, and in case such existing wells are less than the number of 40-acre tracts or lots embraced in the lease, to proceed with reasonable diligence within three months of delivery hereof to install on the leased land a standard or other efficient drilling outfit and equipment, and to commence drilling at least one well and to continue such drilling with reasonable diligence to production or to a point where the well is demonstrated unsuccessful, and thereafter to continue drilling with reasonable diligence at least one well at a time until the lessee shall have drilled producing wells which, with any producing wells now on the land, equal in number the number of 40-acre tracts or lots embraced in the leased premises, unless the lessor shall for any reason deemed sufficient consent in writing to the drilling of a less number of wells; the lessee further agrees to drill all necessary wells to offset the wells of others on adjoining land or deposits not the property of the United States, and on adjoining land operated under Government lease at 5 per cent royalty.

(c) *Royalty and Rents.*—To pay the lessor in advance, beginning with the date of the execution of this lease, a rental of one dollar per acre per annum during the continuance hereof, the rental so paid for any one year to be credited on the royalty for that year, together with a royalty on all oil and gas produced from the land leased herein (except oil or gas used for production purposes on said land or unavoidably lost), as follows: **five per centum (5%):**

(1) For all oil produced of 30° Baumé or more:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month ..... 12½ per cent.

On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month ..... 16⅔ per cent.

On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month ..... 20 per cent.

On that portion of the average production per well of more than 100 barrels per day for the calendar month ..... 25 per cent.

(2) For all oil produced of less than 30° Baumé:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month ..... 12½ per cent.

On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month ..... 14⅔ per cent.

On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month ..... 16⅔ per cent.

On that portion of the average production per well of more than 100 barrels per day for the calendar month ..... 20 per cent.

Only wells which have a commercial production during at least part of the month shall be considered in ascertaining the average production above provided for; and the Secretary of the Interior shall determine what are commercially productive wells under this provision.

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(2)...

FEB 28 1939

Leslie L. Kowalski

BUREAU OF LAND MANAGEMENT

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(3) On gas and casing-head gasoline:

On gas, whether same shall be gas from which the casing-head gasoline has been extracted or otherwise, 5 per cent of the value thereof in the field where produced [redacted] cubic feet or over.

On casing-head gasoline, 5 per cent of the value of the casing-head gasoline extracted from the gas produced and sold, computed on the basis provided for in the operating regulations.

The value in the field where produced, of gas and casing-head gasoline, for royalty purposes, unless such gas or casing-head gasoline is disposed of under an approved sales contract or other method as provided in subdivision (d) of this section, shall be as fixed by the Secretary of the Interior.

In cases where the gas produced and sold has a value both for casing-head gasoline content and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on both of such values.

When paid in value, such royalties shall be due and payable monthly on the 15th of each calendar month following the calendar month in which produced, to the Register of the land district in which the land is situated; when paid in kind, such royalty oil shall be delivered in tanks provided by the lessee on the premises where produced, unless otherwise agreed to by the parties hereto, at such times as may be required by the lessor: Provided, That the lessee shall not be required to hold such royalty oil in storage longer than thirty days after the end of the calendar month in which said oil is produced: And provided further, That the said lessee shall be in no manner responsible or held liable for the loss or destruction of such oil in storage from causes over which the lessee has no control; such royalties, whether in value or kind, shall be subject to reduction whenever the average daily production of any oil well shall not exceed ten (10) barrels per day, if in the judgment of the lessor the wells can not be successfully operated upon the royalties fixed herein.

(d) Sales contracts.—To file with the Secretary of the Interior copies of all sales contracts for the disposition of oil and gas produced hereunder except for production purposes on the land leased, and in the event the United States shall elect to take its royalties in money instead of in oil or gas, not to sell or otherwise dispose of the products of the land leased except in accordance with a sales contract or other method first approved by the Secretary of the Interior.

(e) Monthly statements.—To furnish monthly statements in detail in such form as may be prescribed by the lessor, showing the amount, quality, and value of all oil and gas produced and saved during the preceding calendar month as the basis for computing the royalty due the lessor. The leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith and all books and accounts of the lessee shall be open at all times for the inspection of any duly authorized officer of the department.

(f) Plats and reports.—To furnish annually and at such times as the Secretary shall require, in the manner and form prescribed by the Secretary of the Interior, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands, accompanied by a report in detail as to the stockholders, investment, depreciation, and cost of operation, together with a statement as to the amount and grade of oil and gas produced and sold, and the amount received therefor by operations hereunder.

(g) Log of wells.—To keep a log in the form prescribed by the Secretary of all the wells drilled by the lessee, showing the strata and character of the ground passed through by the drill, which log, or copy thereof, shall be furnished to said lessor on demand.

(h) Diligence--Prevention of waste—Health and safety of workmen.--To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; 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 or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil 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 any well before abandoning the

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same so as to effectually shut off all water from the oil or gas bearing strata; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to conduct all mining, drilling, and related productive operations subject to the inspection of the lessor; to carry out at expense of the lessee all reasonable orders and requirements of lessor relative to prevention of waste, and preservation of the property and the health and safety of workmen, and on failure so to do the lessor shall have the right to enter on the property to repair damage or prevent waste at the lessee's cost; to abide by and conform to regulations in force at the time the lease is granted covering the matters referred to in this paragraph: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(i) Taxes and wages—Freedom of purchase.—To pay when due, all taxes lawfully assessed and levied under the laws of the State 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.

(j) 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.

(k) Assignment of lease.—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 Secretary of the Interior first had and obtained.

(l) 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 said 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 lands embraced within this lease under existing law or laws hereafter enacted, in so far as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein. Provided this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) Pipe lines to convey at reasonable rates.—The right to require the lessee, his assignees or beneficiary, if owner or operator of, or owner of a controlling interest in, any pipe line, or any company operating the same which may be operated accessible to the oil derived from lands under such lease, to accept and convey at reasonable rates and without discrimination the oil of the Government or of any citizen or company, not the owner of any pipe line, operating a lease or purchasing oil or gas under the provisions of this act.

(d) Monopoly and fair prices.—Full power and authority to carry out and enforce all the provisions of section 30 of the act to insure the sale of the production of such leased lands to the United States and to the public at reasonable prices, to prevent monopoly, and to safeguard the public welfare.

(e) Helium.—Pursuant to section 1 of the act, the lessor reserves the right to take all helium from any gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium, the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor 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: Provided, That the lessee shall not, as a result of the operation in this section provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee 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.

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FEB 28 1980
BUREAU OF LAND MANAGEMENT

SEC. 4. Surrender and termination of lease.—The lessee may, on consent of the Secretary of the Interior first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 5 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 six 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 six 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 ninety days, to remove from the premises all the materials, 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.

SEC. 6. Judicial proceedings in case of default.—If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said 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 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. 7. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. 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, 1919 (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

(Sgd) THE UNITED STATES OF AMERICA,
Acting

By (Sgd) T. A. Walters
Acting (Secretary of the Interior.)

Witness to signature of—

Lessee: Western Slope Oil and Refining Company

(sgd) W. S. Kimball
Its President

(sgd) W. B. Haselmire
Its Secretary

(5)

CERTIFIED
to be a true copy
of the original

FEB 28 1930
Adrian S. Kawalski
BUREAU OF LAND MANAGEMENT

Secy Interior

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RECEIVED
U. S. LAND OFFICE
EVANSTON, WYO.
Date JUL 20 1939
Hour

Secy Interior Survey
7/1/39

OPERATING AGREEMENT

THIS AGREEMENT Concluded this 25th day of March, 1939, between WESTERN SLOPE OIL AND REFINING COMPANY, a Wyoming corporation, first party and herein designated Lessee, and NORTH LaBARGE OIL COMPANY, a Wyoming corporation, second party and herein designated Operator,

WITNESSETH:

Lessee in the same capacity is the owner of June 20, 1932 Oil and Gas Operating Lease issued under 41 Stat. 437, serial Evanston 09561(a) covering the following described lands situate in Sublette County, Wyoming, to-wit:

> East Half (E½), East Half Northwest Quarter (E½NW¼), Northeast Quarter Southwest Quarter (NE¼SW¼) Section Seventeen (17); Northeast Quarter (NE¼) Section Twenty (20), Township 27 North, Range 113 West, 6th P.M., Wyoming,

and is also the owner of April 23rd, 1935 Operating Lease issued under said Act of Congress, serial Evanston 09561(b) covering the following described premises situate in said county and State, to-wit:

> All Section 6; East Half (E½) Section 7; West Half West Half (W½W½) and Southeast Quarter Southwest Quarter (SE¼SW¼) Section 17; Northeast Quarter (NE¼), East Half Southeast Quarter (E½SE¼) Section 19; Southeast Quarter (SE¼) Section 20; East Half East Half (E½E½) Section 30; Township 27 North, Range 113 West, Lots 15 and 16, Section Thirty-one (31); Lots 3 and 4, Section Thirty-two (32), Township 28 North, Range 113 West, 6th P.M., Wyoming.

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to be a true and correct copy of the
FEB 28 1990
BUREAU OF LAND MANAGEMENT

Prior to issuance of the operating leases aforesaid, and while all lands above described had permit status, under said Act of Congress, the then owner of said permit, A. F. Stumpf, by instrument dated May 10, 1924, contracted assignment of said permit to lessee herein upon the terms and conditions noted in said instrument, an original copy of latter being in departmental records under serial numbers

228779

(Ltr of Trans - Ass 07578)

RECORDED May 8 1990 8:30AM
IN BOOK 86 O&G PAGE 86
FEES 18.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

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above indicated and a copy thereof, with a copy of the permit assignment so contracted, being hereto attached as a part hereof.

By instrument dated June 11th, 1929, Lessee entered into an operating agreement with H. E. Robinson, as operator, covering the North Half (N½) of Section 17 aforesaid, only, which agreement, the parties hereto are presently advised, is now owned by Calmonica Petroleum Corporation, a corporation.

The parties hereto under the Act of Congress aforesaid, amendments thereto and departmental rules and regulations connected therewith, are entering into a unitization agreement with other persons and corporations having possessory or ownership rights in lands on the structure which includes Lessee's lands hereinabove and hereinbelow described, Lessee's joinder in said unitization agreement which covers the so-called "North LaBarge Unit Area," being of even date herewith and this agreement being supplemental thereto.

For values mutually exchanged, receipt and sufficiency of which is severally acknowledged, Lessee hereby grants and conveys unto Operator, its successors and assigns, but subject strictly to the conditions noted herein and while Operator is in no default thereunder, full right to enter upon, occupy, develop and operate for the removal of its mineral content, all of the above described lands except the 320 acre tract now being operated by Calmonica Petroleum Corporation as aforesaid, the period of the within agreement being for the life of said Departmental, operating leases as connected with the lands and production, operating rights to which are granted and conveyed hereunder and all renewals and extensions thereof, or while said North LaBarge Unit Area agreement re-

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BUREAU OF LAND MANAGEMENT

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mains in force, subject to prior termination of Operator's rights hereunder, as below mentioned.

That within ninety days after notice by the Secretary of the Interior so to do, Operator shall begin to drill an adequate test well at a location to be approved by the Federal Oil and Gas Supervisor and thereafter continuously drill such well to a depth of not less than 5,500 feet, unless a horizon commercially productive of oil or gas shall be discovered or the well shall be demonstrated unsuccessful at a lesser depth, and thereafter shall continue drilling one well at a time until a commercially productive well is completed to the satisfaction of said supervisor, or until it is proved that the unit area subject to this agreement is incapable of commercial production of oil or gas; provided that, unless otherwise directed by said Secretary, Operator may so drill on his own initiative.

That upon completion to the satisfaction of the Federal Oil and Gas Supervisor, of a commercially productive well subject to this agreement, Operator shall submit for the approval of said Supervisor a plan for the further development of the unit area, which plan when so approved, shall constitute the further drilling obligations of Operator and shall include an adequate and effective well-casing and well-spacing program, shall provide for complete exploration of the unit area under agreement and for the determination of the commercially productive area or areas thereof in each and every productive sand or horizon, shall afford protection to the interests of the first party, / second party and of the United States against operations not under this agreement, and shall specify the number of wells proposed to be drilled to production during each calendar year; provided that, upon approval of said Supervisor, said plan for further development may be modified from time to

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BUREAU OF LAND MANAGEMENT

time to meet changed conditions and the further drilling obligations shall be conformed thereto.

Operator shall pay in full, when due and consistently with requirements of the Departmental leases and other prior dated instruments aforesaid, as to all mineral production from the portion of Lessee's premises in which operating rights are vested in Operator hereunder, all royalties reserved and payable to the United States and to other royalty owners under the instruments aforesaid or as such overriding royalties have been reduced by reduction agreements or consents attached hereto, or as same may be reduced by other instruments of record, supplemental hereto, and in addition, shall pay Lessee a royalty of 4 1/6th per cent of the best current field market price of all oil and gas produced, saved and marketed hereunder, from the Southeast Quarter ($SE\frac{1}{4}$) and the Northeast Quarter Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of Section 17 and the Northeast Quarter ($NE\frac{1}{4}$) of Section 20 aforesaid and a like royalty of 1 1/2 per cent as to all oil and gas produced, saved and marketed from the remainder of Lessee's said lands in which Operator is vested with operating rights, hereunder. Each royalty payment shall be made to Lessee's credit in The Casper National Bank at Casper, Wyoming, on or before the 20th day of each calendar month covering all production marketed hereunder during the next preceding calendar month and each such payment shall be accompanied by a brief production and marketing statement.

Operator while in no default hereunder and as to all said lands of Lessee or any part thereof, may at any time upon payment of Ten Dollars ($10.00) surrender to Lessee by proper recordable instrument, all rights and estate of Operator vested in it hereunder, unencumbered with the exception of royalties aforesaid and delivery to Lessee of such

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BUREAU OF LAND MANAGEMENT

L103

instrument, sufficient in form and substance to revest in Lessee, all rights and interests granted to Operator hereby, shall terminate all further obligations of Operator hereunder, except as to any then unsatisfied claims or causes of action in favor of Lessee and accrued as against Operator during the period prior to tender of such surrender instrument; subject to the exception noted, Operator shall have the right for a reasonable period following delivery of such instrument, to remove its property from Lessee's premises, provided that no such removal shall be to the detriment of sub-surface conditions and that all such shall be in full compliance with requirements of all legal authorities with jurisdiction, including but not restricted to those governing plugging and other abandonment phases. No such surrender instrument shall be permitted or effective unless upon the date of its tender, an ample period of time will thereafter remain available to Lessee for its performance of conditions as required to prevent forfeiture of or prejudice to, its leasehold estate. In case Lessee cannot within sixty days following tender of any such re-assignment-surrender, qualify to receive same, Operator may surrender direct to the United States.

Upon Lessee's actual knowledge of any default by Operator hereunder, Lessee may notify Operator in writing of such default and of Lessee's right to cancel this agreement under such default; if such default is cured within sixty days from the date of such notice, or within a reasonable period from the date of said notice, if such default cannot be cured in sixty days with exercise of all due diligence and proper methods, such specific cancellation cause shall abate unless

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FEB 28 1990
BUREAU OF LAND MANAGEMENT

Lessee's estate has been prejudiced in the meantime on account of such default, but otherwise at the termination of the applicable period, Lessee may elect to declare all rights, interest and estate of Operator hereunder, cancelled as of the termination date of said period and in any such case, Operator covenants that it will, if then so requested by Lessee, promptly execute and deliver to Lessee, a surrender instrument of the kind mentioned in the paragraph next hereinabove. None of the foregoing provisions of this paragraph, conditionally for the benefit of Operator, shall serve to extend the time for payment of royalties or the time for Operator's compliance with any provisions of this agreement or any other instrument, law or regulation, non-compliance with which as contracted, might result in forfeiture of or prejudice to, Lessee's estate, it being agreed that default by Operator, as to any matter mentioned in this sentence, shall vest in Lessee, the right of immediately cancelling all rights and estate of Operator hereunder and that Lessee's election to so proceed shall not constitute waiver of its full right to pursue such other remedies as may be then proper on account of such default.

No delay on the part of Lessee in working cancellation or otherwise proceeding on account of any default by Operator as hereinabove mentioned, shall be construed or claimed as an admission against Lessee's interest or as waiver of its right to thereafter proceed either by way of cancellation or in pursuit of any other proper related remedy, on account of such or any subsequent default by Operator.

Controlling as against all prior provisions hereof, wholly or partially inconsistent with the provisions of this paragraph, it is expressly agreed that if a deep test well

CERTIFIED
FEB 28 1930
BUREAU OF LAND MANAGEMENT

L/05

as contemplated by the foregoing agreement, is not commenced with full Departmental authority at some point in the East Half of Section 6, the East Half of Section 7, the South Half of Section 17 or the East Half of Section 20 aforesaid, on or before July 1st, 1940, the within agreement shall automatically terminate in its entirety and Operator shall concurrently re-assign and re-convey to Lessee, all right, title and estate vested in Operator hereunder.

Time and manner of performance are strictly of the essence of this agreement, all provisions of which are co-dependent, for the benefit of and binding upon the parties, their respective successors and assigns.

WITNESS the parties hereto in sextuplicate, by their respective corporate seals and signatures of officers hereunto duly authorized, the day and year first above written.

WESTERN SLOPE OIL AND REFINING COMPANY
First Party

WITNESS:
V. C. Arensen

By _____
President

ATTEST:
W. B. Haselmire
Secretary

NORTH LaBARGE OIL COMPANY,
Second Party

By _____
President

ATTEST:
Ja. A. Minton
Asst. Secretary

Ivan C. Jones

CERTIFIED
[illegible]
FEB 28 1980
Estelle L. Lewalski
BUREAU OF LAND MANAGEMENT

THE STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

On this 25th day of March, 1939, before me appeared W. S. Kimball and W. B. Haselmire, to me personally known, who, being by me duly sworn, did say that they are respectively the President and Secretary of Western Slope Oil and Refining Company, 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 W. S. Kimball and W. B. Haselmire acknowledged said instrument to be the free act and deed of said corporation.

V. C. Duncan
Notary Public.

My commission expires: Nov. 25, 1941

THE STATE OF WYOMING)
) SS.
COUNTY OF LINCOLN)

On this 25th day of March, 1939, before me appeared Susan J. Quealy, to me personally known, who, being by me duly sworn, did say that she is the President of North LaBarge Oil Company, 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 Susan J. Quealy acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Jones
Notary Public.

My commission expires: March 11, 1943

CERTIFIED

FEB 28 1990

BUREAU OF LAND MANAGEMENT

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A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS, that WASATCH PRODUCTION COMPANY, a Wyoming corporation, in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration to it in hand paid by JOSEPH A. MINTON, has assigned, sold and conveyed and hereby and by these presents does grant, convey, bargain, sell, assign and set over, subject to the approval of the Secretary of Interior of the United States, unto JOSEPH A. MINTON, his heirs, executors, administrators and assigns, all of the right, title and interest of the WASATCH PRODUCTION COMPANY, in and to the lands within the North La Barge Unit Area, operating agreements, leases and assignments on said lands being more particularly described as follows:

228780

RECORDED May 8 1940 AT 8:45 AM
IN BOOK 86 O&G PAGE 94
FEES 6.00 Mary L. Langford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lang

LANDS WITHIN NORTH LA BARGE AREA:

Operating Agreement dated March 10, 1939, from Midvale Oil Corporation to North La Barge Oil Company covering Lease Applications, Evanston 07671 A and Evanston 07671 B, as follows:

All Section 8, Township 27 North, Range 113 West, 6th P. M.

Operating Agreement from Cal-Monica Petroleum Corporation to North La Barge Oil Company dated April 25, 1939, covering that part of Lease No. Evanston 09561 A, described as follows:

NE¼, E½ NW¼, Section 17, Township 27 North, Range 113 West, 6th P. M.

Operating Agreement from Western Slope Oil and Refining Company to North La Barge Oil Company dated March 25, 1939, covering that part of Lease No. Evanston 09561 A, described as follows:

SE¼, NE¼ SW¼, Section 17 and NE¼ NE¼ Section 20, all in Township 27 North, Range 113 West, 6th P. M.

CERTIFIED
true copy on file
FEB 28 1990
Adella L. Kamalchic
BUREAU OF LAND MANAGEME

Fee land

Operating Agreement dated March 15, 1939, by and between Fred J. Hischier, #Permittee", and Susan J. Quealy, "Contractor", and assignment of operating agreement from Susan J. Quealy to North La Barge Oil Company, dated July 14, 1939, covering

W½, W½ SE¼ Section 9, SW¼ SW¼ Section 4, Township 27 North, Range 113 West, 6th P.M.

Oil and Gas Lease from State of Wyoming to Joseph A. Minton, No. O-847, dated June 16, 1936, and assignment from Joseph A. Minton to North La Barge Oil Company, dated July 18, 1939, covering

All Section 16, Township 27 North, Range 113 West, 6th P. M.

TO HAVE AND TO HOLD the above described lands and all of the right, title and interest of the Assignor therein under and by virtue of said leases, assignments and operating agreements.

IN WITNESS WHEREOF, WASATCH PRODUCTION COMPANY has caused these presents to be executed by its officers thereunto duly authorized this 17 day of August, 1943.

WITNESS:

Darrel L. McKay
name
Salt Lake City, Utah
address

Marie Moyle
name
5950 Highland Drive S.L.C. Ut.
address

WASATCH PRODUCTION COMPANY

By Henry D. Moyle
Vice-President

ATTEST:

K. W. Yeates
Secretary

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

On this 17th day of August, 1943, before me, a Notary Public, personally appeared HENRY D. MOYLE and K. W. YEATES, personally known to me and known to be the Vice-President and Secretary, respectively, of WASATCH PRODUCTION COMPANY, a corporation, who being by me duly sworn did say they are the President and Secretary of 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 the said HENRY D. MOYLE and K. W. YEATES acknowleged said instrument to be the free act and deed of said corporation, and acknowledged to me that such corporation executed the same.

Darrel L. McKay
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires: 2/2/45

CERTIFIED
FEB 28 1980
BUREAU OF LAND MANAGEMENT

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A C C E P T A N C E

The undersigned, JOSEPH A. MINTON, hereby accepts the foregoing assignment and agrees to be bound by the terms and provisions thereof.

Joseph A Minton
Joseph A. Minton

WITNESS:

David L. McKay — Salt Lake City, Utah
name — Address

Marie Moyle — Salt Lake City Utah
name — address

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

On this 17th day of August, 1943, before me, David L. McKay, a Notary Public, personally appeared JOSEPH A. MINTON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that ~~they~~ he executed the same as his free act and deed.

David L. McKay
Notary Public

Residing at Salt Lake County, Utah

My Commission Expires: 2/2/45

CERTIFIED

FEB 23 1950

Edith L. Kowalski
BUREAU OF LAND MANAGEMENT

ADDRESS ONLY THE
COMMISSIONER OF THE GENERAL LAND OFFICE

IN REPLY REFER TO:

Evanston 09561 "N"
07671

L/S

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
WASHINGTON 25, D. C.

FEB 4 - 1946

Oil and gas.
Recommending acceptance of new lease bond, relinquishment, cancellation of lease in part, and approval of assignments of operating interests.
Through Geological Survey.

228781

RECORDED May 8 1942 8:50 A.M.
IN BOOK 86 O & G PAGE 97
FEES 6.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

The Secretary

of the Interior.

Sir:

On March 23, 1942, the Western Slope Oil and Refining Company, record title holder, filed a relinquishment of its lease Evanston 09561 (b) as to all sec. 6, $E\frac{1}{2}$ sec. 7, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ sec. 17, $NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$ sec. 19, $SE\frac{1}{4}$ sec. 20, $E\frac{1}{2}E\frac{1}{2}$ sec. 30, T. 27 N., R. 113 W. lots 15 and 16 sec. 31, lots 3 and 4 sec. 32, T. 28 N., R. 113 W., containing 1763.29 acres. It retained the $W\frac{1}{2}NW\frac{1}{4}$ sec. 17, containing 80 acres. This tract is not included in the approved unit agreement for the North LaBarge area. The land in the (a) lease is included in the unit agreement, except the $W\frac{1}{2}NE\frac{1}{4}$ and the $SE\frac{1}{4}NE\frac{1}{4}$ sec. 20. The (a) lease is also held by this company.

A bond executed August 7, 1945, by the Western Slope Oil and Refining Company and the Continental Casualty Company in the sum of $5,000 describing the land outside of the unit area, has been filed as a substitute for the individual surety bond originally filed by the lessee on which it was required and failed to furnish new affidavits of justification. The bond has been found acceptable. The unitized land in the (a) lease is covered by a $10,000 collective bond of the Western Oil Refining Company, the unit operator. It is noted that the Western Oil Refining Company has joined in the $5,000 bond covering the land outside of the unit agreement.

In addition to the relinquishment the following have been filed for approval:

3 C & 2 cert ltg. S.

(1) Assignment dated August 17, 1943, filed May 9, 1944, from the Wasatch Production Company to Joseph A. Minton of its interest in the following:

(a) Operating agreement dated March 10, 1939, from Midvale Corporation to the North LaBarge Oil Company covering applications for leases Evanston 07671 (a) and (b) for all sec. 8, T. 27 N., R. 113 W. (These leases were completed in the Department January 30, 1945, and are dated December 29, 1939.)

CERTIFIED

(b) Operating agreement dated April 25, 1939, from Cal-Monica Petroleum Corporation to North LaBarge Oil Company, covering lease 09561 (a) as to the $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$ sec. 17-27-113.

FEB 28 1950
BUREAU OF LAND MANAGEMENT

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Evanston 09561 "N"
07671

(c) Operating Agreement dated March 25, 1939, from Western Slope Oil and Refining Company to North LaBarge Oil Company covering lease 09561(a) as to SE¼, NE¼SW¼ Sec. 17 and NE¼NE¼ Sec. 20-17-113.

(2) Assignment dated December 31, 1943, filed May 9, 1944, from Joseph A. Minton to the Western Oil Refining Company of all his interest acquired under the above assignment.

The two assignments also convey an interest affecting the record of Evanston 07555 now in the Department on appeal and certain fee land. The assignment as to the fee land will not be considered, and the assignment as to 07555 will be considered when the record is returned to this office. On January 4, 1943, the Department approved the assignments vesting the operating interest in the Wasatch Production Company. On July 10, 1945, the Department approved the assignment of the rights of the Wasatch Production Company as unit operator to the Western Oil Refining Company. The latter was found qualified at that time.

An affidavit as to the consideration for the assignments has been furnished and an affidavit explaining the delay in filing the assignments has also been furnished. The Western Oil Refining Company has signed and filed the fair employment practices stipulation.

The account under lease 09561 (a) shows no money due. The rental on the full acreage in the (b) lease was paid to April 23, 1942, and was paid on the 80 acres retained in the lease for the years 1942, 1943 and 1944. It is due for the year 1945-6 and a balance of $6.67 is also due, payment of which has been required. There is a balance due of $13.01 under lease 07671 (a) and of $804.38 under the (b) lease, both as of November 1, 1945. If the amounts are not paid within the near future, payment will be required.

No objection appearing, it is recommended that the relinquishment be accepted and lease 09561 (b) be canceled as to the land relinquished as of April 23, 1942. The relinquishment has been prepared for your acceptance. It is also recommended that the new lease bond covering the land outside of the unit agreement be accepted and that the assignments of the operating interests be approved as to leases 09561 (a) and 07671 (a) and (b), the approval hereof to constitute such action. The records of 09561 and 07671 are transmitted herewith.

Very respectfully,

Fred W. Johnson

Commissioner.

I concur: APR 11 1946

Director, Geological Survey.

Approved: APR 17 1946

Oscar L. Chapman

Under Secretary.

CERTIFIED
to be a true copy
FEB 28 1950
BUREAU OF LAND MANAGEMENT

IN REPLY REFER TO:

L 2 2

ADDRESS ONLY THE
COMMISSIONER OF
THE GENERAL LAND OFFICE

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
WASHINGTON 25, D. C.

NOV 15 1944

Western Oil Refining Company, et al: Evanston 09561 "S"
07555
07671

Showing Required

Assignments from the Wasatch Production Company to Joseph A. Hinton and from Hinton to the Western Oil Refining Company of the following agreements in whole or in part have been submitted for approval.

1. Operating agreement dated March 10, 1939 between Midvale Oil Company and the North LaBarge Oil Company covering oil and gas leases Evanston 07671 (a) and (b) in entirety.

2. Operating agreement dated April 25, 1939 between the Cal-Monica Petroleum Corporation and the North LaBarge Oil Company covering a part of oil and gas lease Evanston 09561(a) or the NE¼, E½NW¼ sec. 17, T. 27 N., R. 113 W., 6th P.M.

3. Operating agreement dated March 25, 1939 between the Western Slope Oil and Refining Company and the North LaBarge Oil Company covering a part of oil and gas lease Evanston 09561(a), namely, SE¼, E½SW¼ section 17, NE¼NW¼ sec. 20, T. 27 N., R. 113 W., 6th P.M.

4. Operating agreement dated March 15, 1939 between Fred J. Fischler and Susan J. Lovely, assignment of which to the North LaBarge Oil Company was approved October 20, 1939, covering a part of oil and gas lease Evanston 07555 or the S½, W½SE¼ sec. 9, SW¼SW¼ sec. 4, T. 27 N., R. 113 W., 6th P.M.

Each of the assignments recites that it is made in consideration of the sum of $1 and other good and valuable considerations. The regulations approved March 9, 1942, Circular 1504, a copy of which is enclosed, provide that where the consideration expressed in an agreement fails to describe the true consideration, an affidavit must be submitted stating the consideration in full. Accordingly, such an affidavit must be furnished in this case. It is also provided by the same regulations that all assignments must be submitted within 30 days from the date of execution thereof. It is noted that the assignments from the Wasatch Production Company to Hinton were executed August 17, 1943, while that from Hinton to the Western Oil Refining Company was executed December 31, 1943. However, none of the assignments were

FOR VICTORY
BUY
UNITED
STATES
WAR
BONDS
AND
STAMPS

228782

RECORDED May 8 1990 8:50 A.M.
IN BOOK 86 O&G PAGE 99
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

CERTIFIED

FEB 28 1990
Audrey Kowalski
BUREAU OF LAND MANAGEMENT

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Evanston 09581 "W", etc.

filed in the District Land Office until May 9, 1944, or several months after their execution and therefore, it is required that an affidavit setting out the reasons why the assignments were not timely filed be furnished. It will also be necessary for the Western Oil Refining Company to file its consent to the incorporation of the fair employment practices provision in the operating agreements assigned to it. As four operating agreements are involved, four copies of the fair employment practices stipulation are enclosed for execution and return.

A list of stock holders of the Western Oil Refining Company has been furnished in connection with oil and gas lease Evanston 018494. However, the number of shares of stock of the corporation held by each stock holder is not shown and therefore, it cannot be determined whether any one stock holder holds a majority of the stock. Accordingly, a new list of stock holders showing the number of shares of stock held by each should be filed and in case one stock holder holds a majority of the issued and outstanding stock of the corporation, he must file an affidavit as to his citizenship and holdings in other Federal oil and gas leases and applications therefor in the State of Wyoming.

The assignee, Western Oil Refining Company, is allowed thirty days from notice within which to comply with the requirements set out above, failing in which, the application for the approval of the assignments of the operating agreements will stand denied without further notice. The other parties in interest in this case should be informed hereof by ordinary mail. The right of appeal is allowed.

(sgn) Fred W. Johnson

Commissioner.

Encs. (5)

cc: Reg. (5)

11/11/eb

CERTIFIED

to be a true copy of the original

FEB 28 1980

Lidelle A. Kawalchik

BUREAU OF LAND MANAGEMENT

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E-o 21978

816481

005146

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, [redacted] said agreement, [redacted] was recorded on Nov. 10, 1954 in book 10 O & G leases, page 302, Sublette County, Wyoming, [redacted]

Federal Oil & Gas Lease - Evanston 021978

T. 27N., R. 113W., 6th P. M., Wyoming
Section 4: SW¼SW¼
Section 9: NW¼, E½SW¼, W½SE¼

360.00 acres, more or less

SUBJECT TO MORTGAGE(S) AND

SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER

WHEREAS, by mesne assignments BELFER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted therein by WESTERN OIL REFINING COMPANY.

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

IN WITNESS, WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP 28 1959

WITNESS:

Jack Saltz

BELFER NATURAL GAS COMPANY

By: Lawrence Ruben, Partner

"ASSIGNOR"

228783

RECORDED May 8 1990 9:00 A M
IN BOOK 86 O & G PAGE 101
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kelly

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

On the _____ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this _____ day of SEP 28 1959, 1959.

Reba Rosenblum
Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
Commission Expires March 30, 1960

CERTIFIED

FEB 28 1990

BUREAU OF LAND MANAGEMENT

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RIDER TO LEASE Evanston 021978

Subject to a Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven Hundred thousand ($700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand ($120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

Subject to a Production Payment conveyed to Bright Star Foundation, Inc., on December 18, 1958, in the primary amount of One million four hundred thousand ($1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 to and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

RIDER TO LEASE Evanston 021978

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand ($4,690,000.00) dollars.

CERTIFIED
copy
file
FEB 28 1980
BUREAU OF LAND MANAGEMENT

RIDER TO LEASE

Subject to a first and prior lien previously granted to E[illegible] Natural Gas Company by Belfer Natural Gas Company, [illegible] of record, covering only the below described portion of the subject lease:

RIDER TO LEASE Evanston 021978

Subject to a Production Payment previously reserved by Western Oil Refining Company by instrument dated June 23, 1954, in the sum of Two hundred thousand ($200,000.00) dollars, payable out of five (5%) percent of the oil and gas and other hydrocarbon substances produced, saved and sold from these lands and other lands more particularly described in said Production Payment.

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

WITNESSES: ATTEST

John P. Dietzel
(Name and address)

John P. Dietzel, Assistant Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

Lawrence Ruben
(Assignee's signature) Executive Vice President

630 Third Avenue, New York 17, New York
(Address)

Assignment approved effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

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

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Form No. 3-1178
(July 1954)

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. 816328
The following to be filled in by land office when new serial number is required:
New Serial No. .....

6

005132-00

OFFICE STAMP

1959 OCT 7 AM 11 09 2

Office Evanston
Serial No. 022209
Date of Lease June 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,

LAND OFFICE
CHEYENNE, WYOMING

for good and valuable consideration does hereby assign to Belco Petroleum Corporation
(Name and address)
630 Third Avenue, New York 17, N. Y.

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

1. Lands requested by this assignment:	2. Lands approved by this assignment:
Sublette County, Wyo. T. 28 N., R. 113 W., 6th P. M. Sec. 33: E½, SW¼ (NE¼, N½SE¼, Lots 1, 2, 3, 4, N½SW¼) 34: W½W½ (W½NW¼, NW¼SW¼, Lot 1) 671.61 acres	SAME LAND DESCRIPTION AS ITEM 1

228784

RECORDED May 2 1960 9:00 A.M.
IN BOOK 86 O&G PAGE 104
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

3. Interest of assignor in such lands 100% SUBJECT TO PRODUCTION PAYMENT(S) & Mortgages
4. Extent of such interest conveyed to assignee 100% PER ATTACHED RIDER
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. 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.

"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 Saltz (Assignor's signature) Partner
630 Third Avenue, New York 17, N. Y.
(Address)

CERTIFIED
to be a true copy
of file

FEB 28 1990
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

ATTEST:

BELCO PETROLEUM CORPORATION

Arthur M. Walter, Jr. Assistant Treasurer — Lawrence Ruben (Assignee's signature) EXECUTIVE VICE PRESIDENT
(Name and address) — 630 Third Avenue, New York 17, N. Y. (Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hase (Signing officer)
Manager, Land Office
Box 929, Cheyenne, Wyoming

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

RIDER

TO lease: Evanston 022209

A Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven hundred thousand ($700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand ($120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands

[redacted]

One million four hundred thousand ($1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 t o and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

[redacted]

Subject to a Production Payment reserved by Western Oil Refining Company in the sum of Two hundred thousand ($200,000.00) dollars, payable out of five per cent (5%) of all oil, gas and other hydrocarbon substances produced, saved and sold from the stratigraphic formations below a depth of fifteen hundred (1500) feet above the top of the Frontier Formation. Said reservation of Production Payment was created under date of June 23, 1954, from that certain agreement by and between Western Oil Refining Company and Pfaff-Quealy Corporation, recorded in book 10 Oil and Gas Leases, page 80, Sublette County, Wyoming.

CERTIFIED

to be [illegible] copy
[illegible] file

FEB 28 1990

Edith L. Kawalske
BUREAU OF LAND MANAGEMENT

106

4-208 •
"B" Lease

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

1894

Serial Evanston 010270 (b)
(Sec. 14-13)

Lease of Oil and Gas Lands Under the Act of February 25, 1920.

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 16th day of October, 1939, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, acting in this behalf by the Secretary of the Interior, and

Joseph A. Minton,

Kemmerer, Wyoming,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (Public No. 146), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," hereinafter referred to as the act, which is made a part hereof, WITNESSETH:

SEC. 1. Purposes.--That the lessor in consideration of rents and royalties to be paid, and the 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 in or under the following-described tract of land situated in the LaBarge field, Wyoming, and more particularly described as follows:

~~N½, N½ S½, SE¼ SE¼, SW¼ SW¼~~ Sec. 21, ~~NW¼ NW¼, E½ SW¼~~ Sec. 28, ~~NW¼ NW¼~~ Sec. 33, T. 27 N., R. 113 W., 6th P.M., containing 720 acres,

CERTIFIED

FEB 28 1990

BUREAU OF LAND MANAGEMENT

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 twenty (20) years, with the preferential right in the lessee to renew this lease for successive periods of ten (10) years, upon such reasonable terms and conditions as may be prescribed by the lessor, unless otherwise provided by law at the time of the expiration of such periods.

228785

RECORDED May 8 1990 9:00 A M
IN BOOK 86 OIG PAGE 106
FEES 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

CERTIFIED

FEB 28 1990

Walter A Hamilton
BUREAU OF LAND MANAGEMENT

(b) The lessee agrees to enter into and abide by any unit agreement for the development and operation of the pool, field, or area embracing the lands included herein which may be acceptable to or prescribed by the Secretary of the Interior, and to be bound by the stipulations prescribed in the regulations of April 4, 1932.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond.--To furnish a bond with approved corporate surety in the penal sum of $5,000, conditioned upon compliance with the terms of the lease.

(b) Wells.--To drill and produce only such wells on the leased land as are necessary to offset drainage from the leasehold through wells on adjoining lands unless and until authorized in writing by the Secretary of the Interior to drill or produce additional wells or unless directed by said Secretary to drill and produce wells in number not greater than the number of 40-acre tracts or lots embraced in the lease; provided that, for each month during which loss of royalty occurs by reason of drainage from the leasehold through producing wells on adjoining lands or deposits not the property of the United States or leased by the United States at lesser royalty rates, and until the drainage causing such loss shall have been fully offset by producing wells on the leasehold, the lessee shall pay a sum estimated to reimburse the United States for current loss of royalty through drainage.

(c) Royalty and Rents.--To pay the lessor in advance, beginning with the date of the execution of this lease, a rental of one dollar per acre per annum during the continuance hereof, the rental so paid for any one year to be credited on the royalty for that year, together with a royalty on all oil and gas produced from the land leased herein (except oil or gas used for production purposes on said land or unavoidably lost), as follows:

(1) For all oil produced of 30° Baume or over:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month	12 1/2 per cent.
On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month	16 2/3 per cent.
On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month	20 per cent.
On that portion of the average production per well of more than 100 barrels and not more than 200 barrels per day for the calendar month	25 per cent.
On that portion of the average production per well of more than 200 barrels per day for the calendar month	33 1/3 per cent.

(2) For all oil produced of less than 30° Baume:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month	12 1/2 per cent.
On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month	14 2/7 per cent.
On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month	16 2/3 per cent.
On that portion of the average production per well of more than 100 barrels and not more than 200 barrels per day for the calendar month	20 per cent.
On that portion of the average production per well of more than 200 barrels per day for the calendar month	25 per cent.

Only wells which have a commercial production during at least part of the month shall be considered in ascertaining the average production above provided for; and the Secretary of the Interior shall determine what are commercially productive wells under this provision.

CERTIFIED

FEB 28 1980

BUREAU OF LAND MANAGEMENT

"B" Lease [redacted] 1696

(3) On gas and casing-head gasoline:

On gas, whether same shall be gas from which the casing-head gasoline has been extracted or otherwise, 12½ per cent of the value thereof in the field where produced where the average production per day for the calendar month from the land leased is less than 3,000,000 cubic feet, and 16⅔ per cent where the average daily production is 3,000,000 cubic feet or over.

On casing-head gasoline, 16⅔ per cent of the value of the casing-head gasoline extracted from the gas produced and sold, computed on the basis provided for in the operating regulations.

The value in the field where produced, of gas and casing-head gasoline, for royalty purposes, unless such gas or casing-head gasoline is disposed of under an approved sales contract or other method as provided in subdivision (d) of this section, shall be as fixed by the Secretary of the Interior.

In cases where the gas produced and sold has a value both for casing-head gasoline content and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on both of such values.

When paid in value, such royalties shall be due and payable monthly on the 15th of each calendar month following the calendar month in which produced, to the Register of the land district in which the land is situated; when paid in kind, such royalty oil shall be delivered in tanks provided by the lessee on the premises where produced, unless otherwise agreed to by the parties hereto, at such times as may be required by the lessor: Provided, That the lessee shall not be required to hold such royalty oil in storage longer than thirty days after the end of the calendar month in which said oil is produced: And provided further, That the said lessee shall be in no manner responsible or held liable for the loss or destruction of such oil in storage from causes over which the lessee has no control; such royalties, whether in value or kind, shall be subject to reduction whenever the average daily production of any oil well shall not exceed ten (10) barrels per day, if in the judgment of the lessor the wells can not be successfully operated upon the royalties fixed herein.

(d) Sales contracts.—To file with the Secretary of the Interior copies of all sales contracts for the disposition of oil and gas produced hereunder except for production purposes on the land leased, and in the event the United States shall elect to take its royalties in money instead of in oil or gas, not to sell or otherwise dispose of the products of the land leased except in accordance with a sales contract or other method first approved by the Secretary of the Interior.

(e) Monthly statements.—To furnish monthly statements in detail in such form as may be prescribed by the lessor, showing the amount, quality, and value of all oil and gas produced and saved during the preceding calendar month as the basis for computing the royalty due the lessor. The leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith and all books and accounts of the lessee shall be open at all times for the inspection of any duly authorized officer of the department.

(f) Plats and reports.—To furnish annually and at such times as the Secretary shall require, in the manner and form prescribed by the Secretary of the Interior, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands, accompanied by a report in detail as to the stockholders, investment, depreciation, and cost of operation, together with a statement as to the amount and grade of oil and gas produced and sold, and the amount received therefor by operations hereunder.

(g) Log of wells.—To keep a log in the form prescribed by the Secretary of all the wells drilled by the lessee, showing the strata and character of the ground passed through by the drill, which log, or copy thereof, shall be furnished to said lessor on demand.

(h) Diligence—Prevention of waste—Health and safety of workmen.—To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; 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 or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil 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 any well before abandoning the

CERTIFIED
FEB 28 1980
BUREAU OF LAND MANAGEMENT

1897

"B" Lease

same so as to effectually shut off all water from the oil or gas bearing strata; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to conduct all mining, drilling, and related productive operations subject to the inspection of the lessor; to carry out at expense of the lessee all reasonable orders and requirements of lessor relative to prevention of waste, and preservation of the property and the health and safety of workmen, and on failure so to do the lessor shall have the right to enter on the property to repair damage or prevent waste at the lessee's cost; to abide by and conform to regulations in force at the time the lease is granted covering the matters referred to in this paragraph: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(i) Taxes and wages--Freedom of purchase.--To pay when due, all taxes lawfully assessed and levied under the laws of the State 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.

(j) Reserved deposits.--To comply with all [illegible]

1898

2 (b). Assignment of oil and gas lease or interest therein. Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of five per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

(sgd) Cont. Cas. Co. by P. J. Purcell (sgd) Jos. A. Minton

1899

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial No. Evanston 010270 "N"

[redacted]

[redacted]

The undersigned also agrees that there may be incorporated in the above lease and considered as one of its provisions, in the event the assignment is approved, the following provision:

"That the lessee, in the conduct of any operations under this lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts."

(sgd) Jos. A. Minton Lessee.
[redacted].
(sgd) Continental Cas. Co. Surety.
by P. J. Purcell

533a
pril 1944)

FEB 28 1930
Adolph Pawalski
BUREAU OF LAND MANAGEMENT

1897

"B" Lease

same so as to effectually shut off all water from the oil or gas bearing strata; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to conduct all mining, drilling, and related productive operations subject to the inspection of the lessor; to carry out at expense of the lessee all reasonable orders and requirements of lessor relative to prevention of waste, and preservation of the property and the health and safety of workmen, and on failure so to do the lessor shall have the right to enter on the property to repair damage or prevent waste at the lessee's cost; to abide by and conform to regulations in force at the time the lease is granted covering the matters referred to in this paragraph: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(i) Taxes and wages--Freedom of purchase.--To pay when due, all taxes lawfully assessed and levied under the laws of the State 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.

(j) 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.

(k) Assignment of lease.--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 Secretary of the Interior first had and obtained.

(l) 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.

(m) Reserved or segregated lands.--If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Secretary of the Interior 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 purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

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 said 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 lands embraced within this lease under existing law or laws hereafter enacted, in so far as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, provided this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) Pipe lines to convey at reasonable rates.--The right to require the lessee, his assignees or beneficiary, if owner or operator of, or owner of a controlling interest in, any pipe line, or any company operating the same which may be operated accessible to the oil derived from lands under such lease, to accept and convey at reasonable rates and without discrimination the oil of the Government or of any citizen or company, not the owner of any pipe line, operating a lease or purchasing oil or gas under the provisions of this act.

(d) Monopoly and fair prices.--Full power and authority to carry out and enforce all the provisions of section 30 of the act to insure the sale of the production of such leased lands to the United States and to the public at reasonable prices, to prevent monopoly, and to safeguard the public welfare.

(e) Helium.--Pursuant to section 1 of the act, and section 1 of the act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; 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: Provided, That the lessee shall not, as a result of the operation in this paragraph

CERTIFIED

FEB 28 1930

BUREAU OF LAND MANAGEMENT

provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee 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.

SEC. 4. Surrender and termination of lease.—The lessee may, on consent of the Secretary of the Interior first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 5. 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 six 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 six 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 ninety days, to remove from the premises all the materials, 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.

SEC. 6. Judicial proceedings in case of default.—If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said 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 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. 7. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. 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, 1919 (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 (sgd) Oscar L. Chapman
Assistant Secretary of the Interior.)

SEP 27 1946 (sgd) Joseph A. Minton

Witness to signature of—

(sgd) Bruce Young, La Barge, Wyo.

" Jack E. Holmes, Kemmerer, Wyo.

" R. W. Burns, Casper, Wyo.

FEB 23 1990
Audrey L. Kawalski
BUREAU OF LAND MANAGEMENT

112

Evanston
U. S. LAND OFFICE
DATE 9/27/48
HOUR 8:30 AM

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

Evanston 07671A
Evanston 07671B

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, there was issued to North LaBarge Oil Company, a Wyoming corporation, by the United States, Oil and Gas Lease, Evanston 07671A, covering, demising and leasing SE¼ Section 8, Township 27 North, Range 113 West 6th P.M., and 07671B, covering, demising and leasing W½ and NE¼, Section 8, Township 27 North, Range 113 West 6th P. M., both leases being of date December 29, 1939; and

WHEREAS, Western Oil Refining Company is now for valuable consideration, by mesne conveyance, not in form an assignment, the owner and holder of all of the rights granted to said North LaBarge Oil Company under and by virtue of said Oil and Gas Leases, but, by inadvertence and oversight, said North LaBarge Oil Company failed to assign the said Leases to said Western Oil Refining Company or its predecessors in interest; and it is now deemed necessary, requisite and proper, to effect by recordable instrument of assignment, full and complete assignment of said Leases and lands and the oil and gas rights therein to said Western Oil Refining Company, said North LaBarge Oil Company having heretofore received the full consideration for the same; and

WHEREAS, said North LaBarge Oil Company was heretofore legally dissolved under the appropriate statutes of the State of Wyoming, and on the day of the date hereof the following named persons are all of the presently surviving directors of said dissolved corporation, and are the trustees thereof pursuant to the said statutes, to-wit: Susan J. Quealy, R. M. Turner, Joseph A. Minton and Patrick J. Quealy; and

WHEREAS, one, Frank Wexelberger, a director of said North LaBarge Oil Company, at the date of dissolution, is now deceased, and said five persons were at said time of dissolution all of the directors of said corporation: NOW, THEREFORE, THIS INDENTURE

CERTIFIED
... COPY
... filed
FEB 28 1990
Adelle A. Kawalski
BUREAU OF LAND MANAGEMENT

WITNESSETH:

That said Susan J. Quealy, R. M. Turner, Joseph A. Minton and Patrick J. Quealy, as trustees of said North LaBarge Oil Company, dissolved corporation as aforesaid, and not personally or individually, in consideration of the foregoing premises, and of the sum of One Dollar, to them in hand paid by said Western Oil Refining Company, do, by these presents, sell, assign, convey, confirm and forever quitclaim unto said Western Oil Refining Company, its successors and assigns, the said Oil and Gas Leases, Evanston 07671A and Evanston 07671B, together with the lands therein described, and together with all the right, title, interest and possession of said North LaBarge Oil Company in and to the same.

TO HAVE AND TO HOLD the said above described Leases and lands unto the said Western Oil Refining Company, its successors and assigns, for and during the full term of said Leases, and any and all renewals or extensions thereof, subject to the terms, conditions, rentals and royalties in said Leases contained, and/or contained in operating agreements or reservations of royalties, heretofore executed and pertaining to the same.

228786

RECORDED May 8 1990 9:15 AM
IN BOOK 86 O&G PAGE 112
FEES 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

WITNESS the hands of said surviving directors of said North LaBarge Oil Company, a dissolved corporation, as trustees thereof, this 14th day of September, 1948.

Susan J. Quealy

R. M. Turner

Joseph A. Minton

Patrick J. Quealy

THE STATE OF WYOMING)
: SS.
County of Lincoln)

On this 14th day of September, 1948, before me personally appeared Susan J. Quealy, R. M. Turner and Patrick J. Quealy, to me known to be the persons described in and who executed the foregoing instrument of writing, and acknowledged that they executed the same as their free and voluntary act and deed.

My Commission expires June 14, 1950.

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

Olga Loren
Notary Public

THE STATE OF WYOMING)
: SS.
County of Lincoln)

On this 16th day of September, 1948, before me personally appeared Joseph A. Minton, to me known to be the person described in and who executed the foregoing instrument of writing, and acknowledged that he executed the same as his free and voluntary act and deed.

My Commission expires: June 14, 1950.

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

Olga Loren
Notary Public

Assignment Approved:
Marion Clawson
[illegible] Land Management

CERTIFIED
to be a true and correct copy
of the original on file
FEB 28 1950
Edward J. Kowalski
BUREAU OF LAND MANAGEMENT

114

16

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

OIL AND GAS LEASE

Act of Feb. 25, 1920 (as amended)
(Sec. 14-15)

NORTH LABARGE OIL COMPANY

Evanston 07671 (5)

228787

RECORDED May 8 1970 9:30 A M
IN BOOK 86 O&G PAGE 114
FEES 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

4-208 e
"B" Lease

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 07671 (b)
(Sec. 14-13)

Lease of Oil and Gas Lands Under the Act of February 25, 1920.

North LaBarge Unit Agreement

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 29th day of December, 1939, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, acting in this behalf by the Secretary of the Interior, and

North LaBarge Oil Company,

LaBarge, Wyoming,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (Public No. 146), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," hereinafter referred to as the act, which is made a part hereof, WITNESSETH:

SEC. 1. Purposes.—That the lessor in consideration of rents and royalties to be paid, and the 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 in or under the following-described tract of land situated in the **partly within and partly outside North LaBarge field, Wyoming,** and more particularly described as follows:

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

Sec. 8, W½, NE¼;

comprising 480 acres;

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 twenty (20) years, with the preferential right in the lessee to renew this lease for successive periods of ten (10) years, upon such reasonable terms and conditions as may be prescribed by the lessor, unless otherwise provided by law at the time of the expiration of such periods.

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to be a true copy
of the record on file

FEB 28 1939

BUREAU OF LAND MANAGEMENT

24 1

"B" Lease

(b) The lessee agrees to enter into and abide by any unit agreement for the development and operation of the pool, field, or area embracing the lands included herein which may be acceptable to or prescribed by the Secretary of the Interior, and to be bound by the stipulations prescribed in the regulations of April 4, 1932.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond.--To furnish a bond with approved corporate surety in the penal sum of $5,000, conditioned upon compliance with the terms of the lease.

(b) Wells.--To drill and produce only such wells on the leased land as are necessary to offset drainage from the leasehold through wells on adjoining lands unless and until authorized in writing by the Secretary of the Interior to drill or produce additional wells or unless directed by said Secretary to drill and produce wells in number not greater than the number of 40-acre tracts or lots embraced in the lease; provided that, for each month during which loss of royalty occurs by reason of drainage from the leasehold through producing wells on adjoining lands or deposits not the property of the United States or leased by the United States at lesser royalty rates, and until the drainage causing such loss shall have been fully offset by producing wells on the leasehold, the lessee shall pay a sum estimated to reimburse the United States for current loss of royalty through drainage.

(c) Royalty and Rents.--To pay the lessor in advance, beginning with the date of the execution of this lease, a rental of one dollar per acre per annum during the continuance hereof, the rental so paid for any one year to be credited on the royalty for that year, together with a royalty on all oil and gas produced from the land leased herein (except oil or gas used for production purposes on said land or unavoidably lost), as follows:

(1) For all oil produced of 30° Baume or over:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month	12 1/2 per cent.
On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month	16 2/3 per cent.
On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month	20 per cent.
On that portion of the average production per well of more than 100 barrels and not more than 200 barrels per day for the calendar month	25 per cent.
On that portion of the average production per well of more than 200 barrels per day for the calendar month	33 1/3 per cent.

(2) For all oil produced of less than 30° Baume:

On that portion of the average production per well not exceeding 20 barrels per day for the calendar month	12 1/2 per cent.
On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month	14 2/7 per cent.
On that portion of the average production per well of more than 50 barrels and not more than 100 barrels per day for the calendar month	16 2/3 per cent.
On that portion of the average production per well of more than 100 barrels and not more than 200 barrels per day for the calendar month	20 per cent.
On that portion of the average production per well of more than 200 barrels per day for the calendar month	25 per cent.

Only wells which have a commercial production during at least part of the month shall be considered in ascertaining the average production above provided for; and the Secretary of the Interior shall determine what are commercially productive wells under this provision.

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of the original
FEB 28 1980
BUREAU OF LAND MANAGEMENT

"B" Lease

(3) On gas and casing-head gasoline:

On gas, whether same shall be gas from which the casing-head gasoline has been extracted or otherwise, 12½ per cent of the value thereof in the field where produced where the average production per day for the calendar month from the land leased is less than 3,000,000 cubic feet, and 16⅔ per cent where the average daily production is 3,000,000 cubic feet or over.

On casing-head gasoline, 16⅔ per cent of the value of the casing-head gasoline extracted from the gas produced and sold, computed on the basis provided for in the operating regulations.

The value in the field where produced, of gas and casing-head gasoline, for royalty purposes, unless such gas or casing-head gasoline is disposed of under an approved sales contract or other method as provided in subdivision (d) of this section, shall be as fixed by the Secretary of the Interior.

In cases where the gas produced and sold has a value both for casing-head gasoline content and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on both of such values.

When paid in value, such royalties shall be due and payable monthly on the 15th of each calendar month following the calendar month in which produced, to the Register of the land district in which the land is situated; when paid in kind, such royalty oil shall be delivered in tanks provided by the lessee on the premises where produced, unless otherwise agreed to by the parties hereto, at such times as may be required by the lessor: Provided, That the lessee shall not be required to hold such royalty oil in storage longer than thirty days after the end of the calendar month in which said oil is produced: And provided further, That the said lessee shall be in no manner responsible or held liable for the loss or destruction of such oil in storage from causes over which the lessee has no control; such royalties, whether in value or kind, shall be subject to reduction whenever the average daily production of any oil well shall not exceed ten (10) barrels per day, if in the judgment of the lessor the wells can not be successfully operated upon the royalties fixed herein.

(d) Sales contracts.—To file with the Secretary of the Interior copies of all sales contracts for the disposition of oil and gas produced hereunder except for production purposes on the land leased, and in the event the United States shall elect to take its royalties in money instead of in oil or gas, not to sell or otherwise dispose of the products of the land leased except in accordance with a sales contract or other method first approved by the Secretary of the Interior.

(e) Monthly statements.—To furnish monthly statements in detail in such form as may be prescribed by the lessor, showing the amount, quality, and value of all oil and gas produced and saved during the preceding calendar month as the basis for computing the royalty due the lessor. The leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith and all books and accounts of the lessee shall be open at all times for the inspection of any duly authorized officer of the department.

(f) Plats and reports.—To furnish annually and at such times as the Secretary shall require, in the manner and form prescribed by the Secretary of the Interior, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands, accompanied by a report in detail as to the stockholders, investment, depreciation, and cost of operation, together with a statement as to the amount and grade of oil and gas produced and sold, and the amount received therefor by operations hereunder.

(g) Log of wells.--To keep a log in the form prescribed by the Secretary of all the wells drilled by the lessee, showing the strata and character of the ground passed through by the drill, which log, or copy thereof, shall be furnished to said lessor on demand.

(h) Diligence—Prevention of waste--Health and safety of workmen.—To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; 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 or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil 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 any well before abandoning the

CERTIFIED
FEB 28 1980
Adelle L. Lawalski
BUREAU OF LAND MANAGEMENT

2 (k). Assignment of oil and gas lease or interest therein. Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of five per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

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Serial No. Evanston 07671(b)

~~Assignor~~

~~Assignee~~

The undersigned also agrees that there may be incorporated in the above lease and considered as one of its provisions, in the event the assignment is approved, the following provision:

"That the lessee, in the conduct of any operations under this lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts."

North La Barge Oil Co.
By Jo. A. Minton V Pres.

attest R M Rayner
Secretary.

Lessee

~~Assignee~~

CONTINENTAL CASUALTY CO Surety

4-533a
(April 1944)

28 Noel D Mulyard

same so as to effectually shut off all water from the oil or gas bearing strata; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to conduct all mining, drilling, and related productive operations subject to the inspection of the lessor; to carry out at expense of the lessee all reasonable orders and requirements of lessor relative to prevention of waste, and preservation of the property and the health and safety of workmen, and on failure so to do the lessor shall have the right to enter on the property to repair damage or prevent waste at the lessee's cost; to abide by and conform to regulations in force at the time the lease is granted covering the matters referred to in this paragraph: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(i) Taxes and wages--Freedom of purchase.—To pay when due, all taxes lawfully assessed and levied under the laws of the State 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.

(j) 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.

(k) Assignment of lease.—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 Secretary of the Interior first had and obtained.

(l) 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.

(m) Reserved or segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Secretary of the Interior 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 purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

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 said 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 lands embraced within this lease under existing law or laws hereafter enacted, in so far as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, provided this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) Pipe lines to convey at reasonable rates.—The right to require the lessee, his assignees or beneficiary, if owner or operator of, or owner of a controlling interest in, any pipe line, or any company operating the same which may be operated accessible to the oil derived from lands under such lease, to accept and convey at reasonable rates and without discrimination the oil of the Government or of any citizen or company, not the owner of any pipe line, operating a lease or purchasing oil or gas under the provisions of this act.

(d) Monopoly and fair prices.--Full power and authority to carry out and enforce all the provisions of section 30 of the act to insure the sale of the production of such leased lands to the United States and to the public at reasonable prices, to prevent monopoly, and to safeguard the public welfare.

(e) Helium.--Pursuant to section 1 of the act, and section 1 of the act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; 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: Provided, That the lessee shall not, as a result of the operation in this paragraph

CERTIFIED
FEB 28 1998
Carole A. Kwiatkowski
BUREAU OF LAND MANAGEMENT

provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee 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.

SEC. 4. Surrender and termination of lease.--The lessee may, on consent of the Secretary of the Interior first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 5. 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 six 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 six 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 ninety days, to remove from the premises all the materials, 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.

SEC. 6. Judicial proceedings in case of default.—If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said 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 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. 7. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. 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, 1919 (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.

JAN 30 1945 By Oscar L Chapman

Assistant (Secretary of the Interior.)

Witness to signature of—Jo. A Minton North La Barge Oil Co.

Robert Minton-LaBarge, Wyo. By Jo. A. Minton

Witness as to R.M. Turner Vice President

Newell Harris Linton Wyoming Attest: R M Turner

Secretary

(5) 30

CERTIFIED

FEB 28 1980

Cecil L Kowalski

BUREAU OF LAND MANAGEMENT

E-07671A5

816491

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd, day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, [redacted] said agreement [redacted] was recorded on November 10, 1954 in book 10 O & G leases, page 261, Sublette County, Wyoming, [redacted]

LAND OFFICE
CHEYENNE, WYOMING

Federal Oil & Gas Lease - Evanston 07671 (A)

SUBJECT TO MORTGAGE(S) AND

SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER

T. 27N., R. 113W., 6th P.M., Wyoming
Section 8: $SE\frac{1}{4}$

160.00 acres, more or less

WHEREAS, by mesne assignments BELFER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted therein by WESTERN OIL REFINING COMPANY.

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

IN WITNESS, WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP 28 1959

WITNESS:

Jack Saltz

BELFER NATURAL GAS COMPANY

By: Lawrence Ruben, Partner

"ASSIGNOR"

228788

(10)

RECORDED May 8 1990 9:40 A.M.
IN BOOK 86 O&G PAGE 121
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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

On the _____ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this _____ day of SEP 28 1959, 1959.

Reba Rosenblum
Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
Commission Expires March 30, 1960

CERTIFIED

to be a true and correct copy of the original on file

FEB 28 1990

Bureau of Land Management

121

RIDER TO LEA EVANSTON 07671 (A)

Subject to a Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven Hundred thousand ($700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand ($120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

Subject to a Production Payment conveyed to Bright Star Foundation, Inc., on December 18, 1958, in the primary amount of One million four hundred thousand ($1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 to and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

RIDER TO LEASE EVANSTON 07671 (A)

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand ($4,690,000.00) dollars.

RIDER TO LEA[redacted]

Subject to a first and prior lien previously granted to El[redacted] Natural Gas Company by Bel[redacted] Natural Gas Comp[redacted] now of record, covering only the below described portion of the subject lease:

RIDER TO LEASE EVANSTON 07671 (A)

Subject to a Production Payment previously reserved by Western Oil Refining Company by instrument dated June 23, 1954, in the sum of Two hundred thousand ($200,000.00) dollars, payable out of five (5%) percent of the oil and gas and other hydrocarbon substances produced, saved and sold from these lands and other lands more particularly described in said Production Payment.

CERTIFIED
FEB 2 9 1988
BUREAU OF LAND MANAGEMENT

RIDER

TO lease:

Evanston 07671A

Operating rights are subject to a production payment in the original sum of $25,000.00 payable out of one and one-half (1½%) percent of production from these operating rights and other operating rights subject thereto.

This rider covers only the below described lands:

T. 27N., R. 113W.
Sec. 8: N½SE¼

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: 600,000 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 SEP 28 1959 day of _____ 19 59

WITNESSES: ATTEST

John P. Dietzel
(Name and address)

John P. Dietzel, Assistant Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

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

Assignment approved effective _____

THE UNITED STATES OF AMERICA

By _____
(Signing officer)

_____
(Title)

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

CERTIFIED

FEB 28 1990

Wallace S. Kawalski
BUREAU OF LAND MANAGEMENT

124

ASSIGNMENT OF OPERATING AGREEMENT

816492

WHEREAS, on the 23rd. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands. [redacted] said agreement, [redacted] was recorded on November 10, 1954 in book 10 O & G leases, page 261, Sublette County, Wyoming, [redacted]

Federal Oil & Gas Lease - Evanston 07671 (B)

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

Section 8: N½, SW¼

SUBJECT TO MORTGAGE(S) AND SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER

480.00 acres, more or less

WHEREAS, by mesne assignments BELFER NATURAL GAS COMPANY acquired all right, title and interest in and to the aforementioned operating agreement and the operating rights granted therein by WESTERN OIL REFINING COMPANY.

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

IN WITNESS, WHEREOF, the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP 28 1959

WITNESS:

Jack Saltz

BELFER NATURAL GAS COMPANY

By: Lawrence Ruben, Partner

"ASSIGNOR"

228789

RECORDED May 8 1990 9:45 AM
IN BOOK 86 O & G PAGE 124
FEES 8.00 Mary L. Campbell COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [illegible]

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

On the _____ day of SEP 28 1959, 1959, before me personally appeared LAWRENCE RUBEN to me personally known, who being by me duly sworn did say that he is a Partner of BELFER NATURAL GAS COMPANY and that he executed the foregoing instrument on behalf of Belfer Natural Gas Company under authority granted to him by the Partners and did acknowledge said instrument to be his free act and deed and the free act and deed of the Belfer Natural Gas Company for the use as specified therein.

Given under my hand and official seal this _____ day of SEP 28 19[illegible], 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

CERTIFIED
to be a true and correct copy of the original
FEB 28 1990
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

RIDER TO LEA. Evanston 07671 (B)

Subject to a Production Payment previously conveyed to Bright Star Foundation, Inc., on December 6, 1957, in the primary amount of Seven Hundred thousand ($700,000.00) dollars plus a secondary amount equal to six (6%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including June 30, 1959, out of twenty-five (25%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from July 1, 1959 to and including July 31, 1960, out of fifty (50%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment and which may remain after a monthly deduction of gas which equals One hundred twenty thousand ($120,000.00) dollars, during each and every month of this period; (iii) from and after August 1, 1960 unless such Production Payment has been sooner satisfied, twenty-five (25%) percent of all (8/8) oil and gas in and under that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

Subject to a Production Payment conveyed to Bright Star Foundation, Inc., on December 18, 1958, in the primary amount of One million four hundred thousand ($1,400,000.00) dollars, plus a secondary amount equal to five and one half (5½%) percent per annum on the outstanding balance of the primary amount from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including December 31, 1959, out of ten (10%) percent of all (8/8) oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (ii) from January 1, 1960 to and including December 31, 1960, out of thirty (30%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment; (iii) from and after January 1, 1961 unless such Production Payment has been sooner satisfied, forty (40%) percent of all (8/8) oil and gas in and under a nd that may be produced, saved and marketed from these lands and other lands more particularly described in said Production Payment.

RIDER TO LEASE EVANSTON 07671 (B)

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand ($4,690,000.00) dollars.

RIDER TO LEASE

Subject to a first and prior lie[redacted]iously granted [redacted] Paso Natural Gas Company to Belfer Natural G[redacted]ompany, now or [redacted]d, covering only the belo[redacted]escribed portion of the subject lease:

CERTIFIED
to be [illegible]
[illegible]

FEB 28 1990
BUREAU OF LAND MANAGEMENT

RIDER TO LEASE EVANSTON 07671 (B)

Subject to a Production Payment previously reserved by Western Oil Refining Company by instrument dated June 23, 1954, in the sum of Two hundred thousand ($200,000.00) dollars, payable out of five (5%) percent of the oil and gas and other hydrocarbon substances produced, saved and sold from these lands and other lands more particularly described in said Production Payment.

RIDER

TO Lease: Evanston 07671B

Operating rights are subject to a production payment in the original sum of $25,000.00 payable out of one and one-half (1½%) percent of production from these operating rights and other operating rights subject thereto.

This rider covers only the below described lands:

T. 27N., R. 113W.
Sec. 8: N½, N½SW¼

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

WITNESSES: ATTEST

John P. Dietzel
(Name and address)

John P. Dietzel, Assistant Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

Lawrence Ruben (Assignee's signature) Executive Vice President

630 Third Avenue, New York 17, New York
(Address)

CERTIFIED

to be a true and correct copy of the original on file

FEB 28 1990

BUREAU OF LAND MANAGEMENT

Assignment approved effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

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

[redacted] [redacted] [redacted]

1438 0050144-000
0050145-000

UNITED STATES
DEPARTMENT OF THE INTERIOR
General Land Office
Washington

Evanston 07538 "N"
07555, 07671 07698,
07788, 09561, 010270,
020363.

March 23, 1943.

MEMORANDUM for the Register.

On January 4, 1943, the Secretary approved assignments executed December 26, 1941, from the North La Barge Oil Company to the Wasatch Production Company of the former's rights as unit operator in the North La Barge unit agreement as well as all right, title and interest of the former in and to several operating agreements which had been entered into between the North La Barge Oil Company and the permittees and lessees of oil and gas permits and leases the serial numbers of which are listed above. The operating agreements involved are as follows:

1. Agreement entered into March 14, 1939, between H. A. Lewis, E. J. Long, Woolf Petroleum Company and the North La Barge Oil Company, approved November 1, 1939, covering the lands in exchange lease 07538.

2. Agreement entered into March 10, 1939, between the Midvale Oil Company and the North La Barge Oil Company, approved April 1, 1940, covering all lands in leases 07671(a) and (b).

3. Agreement entered into April 25, 1939, between Cal-Monica Petroleum Corporation and the North La Barge Oil Company, approved February 14, 1940, covering a portion of lease 09561(a), namely, $NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{4}$ sec. 17, T. 27 N., R. 113 W., and a portion of lease 09561(b) or the $W\frac{1}{2}W\frac{1}{2}$ sec. 17, T. 27 N., R. 113 W.

4. Agreement entered into March 25, 1939, between the Western Slope Oil and Refining Company and the North La Barge Oil Company, approved February 14, 1940, covering a portion of lease 09561(a) or the $SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$ sec. 17, $NE\frac{1}{4}$ sec. 20, T. 27 N., R. 113 W.

5. Agreement entered into March 15, 1939, between Fred J. Hischier and Susan J. Quealy, involving permit 07555, and assignment of the agreement from Susan J. Quealy to the North La Barge Oil Company executed July 14, 1939, covering portions of the lands in the permit or the $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$ sec. 9, $W\frac{1}{2}SE\frac{1}{4}$, $S\frac{1}{2}$, $S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{4}N\frac{1}{2}$ sec. 4, T. 27 N., R. 113 W. The operating agreement and assignment thereof were approved October 28, 1939.

6. Agreement entered into March 13, 1939, between J. E. Brumwell and Jos. A. Minton, involving leases 07788(a) and (b), and an assignment of the operating agreement from Jos. A. Minton to the North La Barge Oil Company, executed July 14, 1939, as to portions of the (a) and (b) leases, namely, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ sec. 22, $E\frac{1}{2}$ and $N\frac{1}{2}W\frac{1}{4}$ sec. 15, T. 27 N., R. 113 W. Both the agreement and assignment thereof were approved September 2, 1939.

CERTIFIED
to be a true and correct copy
of the original on file
FEB 28 1980
Adelle L. Kowalski
BUREAU OF LAND MANAGEMENT

228790

RECORDED May 8 1990 9:50 AM
IN BOOK 86 O & G PAGE 127
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

128

Evanston 07538 "N"

7. Agreement entered into March 16, 1939, between Clifford R. and Edith R. Horn, The Leasers and Producers Corporation and Jos. A. Minton, involving permit 07698; and an assignment of a portion of the agreement or as to $E\frac{1}{2}NE\frac{1}{4}$ sec. 31, $N\frac{1}{2}$ sec. 32, T. 28 N., R. 113 W., from Jos. A. Minton to the North La Barge Oil Company.

8. Agreement entered into March 27, 1939, between Jos. A. Minton and the North La Barge Oil Company, covering a portion of lease 010270(b), namely, $N\frac{1}{2}N\frac{1}{2}$ sec.21, T. 27 N., R. 113 W.

At the same time that the above-mentioned assignments of operating rights were approved there was accepted a collective bond in the amount of $10,000, executed January 23, 1942, by the Wasatch Production Company as principal and the Continental Casualty Company as surety, covering operations on all of the lands within the unitized area of the North La Barge unit agreement including 640 acres of State land. In view of the acceptance thereof two other unacceptable collective bonds in the amount of $10,000 each, which were executed December 28, 1939, and October 10, 1941, respectively, by the North La Barge Oil Company as principal and the Continental Casualty Company as surety, are enclosed for return to the surety company at 910 South Michigan Avenue, Chicago, Illinois.

The Western Production Company and the North La Barge Oil Company should be advised hereof after appropriate notations have been made on your records.

(Sgd) Fred W. Johnson

Commissioner.

Encls. (2)

CERTIFIED

to be a true and correct copy
of the original on file

FEB 28 1980

BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

OIL AND GAS LEASE

Act of Feb. 25, 1920, as amended
(Sec. 14, 131)

NORTH LABARGE OIL COMPANY

Evanston 07671 (a)

RECORDED May 8 19 96 10:00 AM
IN BOOK 86 O&G PAGE 129
FEES 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ley

355014-00

130

4-208 e
"A" Lease

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 07671 (a)
(Sec. 14-13)

Lease of Oil and Gas Lands Under the Act of February 25, 1920

North LaBarge Unit Agreement

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 29th day of December, 1939, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, acting in this behalf by the Secretary of the Interior, and

North LaBarge Oil Company,

LaBarge, Wyoming,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (Public No. 146), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," hereinafter referred to as the act, which is made a part hereof, WITNESSETH:

SEC. 1. Purposes.—That the lessor in consideration of rents and royalties to be paid, and the 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 in or under the following-described tract of land situated in the North LaBarge field, Wyoming, and more particularly described as follows:

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

Sec. 8, $SE\frac{1}{4}$;

comprising 160 acres;

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 twenty (20) years, with the preferential right in the lessee to renew this lease for successive periods of ten (10) years, upon such reasonable terms and conditions as may be prescribed by the lessor, unless otherwise provided by law at the time of the expiration of such periods.

CERTIFIED

to be a true and correct copy of the original

1

31

FEB 28 1939

Walter L. Kawalski
BUREAU OF LAND MANAGEMENT

The lessee agrees to enter into and abide by any unit agreement for the development of the pool, field, or area embracing the lands included herein which may be acceptable to or prescribed by the Secretary of the Interior, and to be bound by the stipulations prescribed in the regulations of April 4, 1932.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond.—To furnish a bond with approved corporate surety in the penal sum of $5,000, conditioned upon compliance with the terms of the lease.

(b) Wells.—To maintain in a state of production wells equal in number to the number of the now existing producing wells on the leased land until the oil deposits are exhausted or until the proven territory has been drilled, and in case such existing wells are less than the number of 40-acre tracts or lots embraced in the lease, to proceed with reasonable diligence within three months of delivery hereof to install on the leased land a standard or other efficient drilling outfit and equipment, and to commence drilling at least one well and to continue such drilling with reasonable diligence to production or to a point where the well is demonstrated unsuccessful, and thereafter to continue drilling with reasonable diligence at least one well at a time until the lessee shall have drilled producing wells which, with any producing wells now on the land, equal in number the number of 40-acre tracts or lots embraced in the leased premises, unless the lessor shall for any reason deemed sufficient consent in writing to the drilling of a less number of wells; the lessee further agrees to drill all necessary wells to offset the wells of others on adjoining land or deposits not the property of the United States and on adjoining land operated under Government lease at 5 per cent royalty.

(c) Royalty and Rents.—To pay the lessor in advance, beginning with the date of the execution of this lease, a rental of one dollar per acre per annum during the continuance hereof, the rental so paid for any one year to be credited on the royalty for that year, together with a royalty on all oil and gas produced from the land leased herein (except oil or gas used for production purposes on said land or unavoidably lost), as follows: Five percentum (5%):

(1) On gas and casing-head gasoline:

On gas, whether same shall be gas from which the casing-head gasoline has been extracted or otherwise, 5 per cent of the value thereof in the field where produced.

On casing-head gasoline, 5 per cent of the value of the casing-head gasoline extracted from the gas produced and sold, computed on the basis provided for in the operating regulations.

The value in the field where produced, of gas and casing-head gasoline, for royalty purposes, unless such gas or casing-head gasoline is disposed of under an approved sales contract or other method as provided in subdivision (d) of this section, shall be as fixed by the Secretary of the Interior.

In cases where the gas produced and sold has a value both for casing-head gasoline content and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on both of such values.

When paid in value, such royalties shall be due and payable monthly on the 15th of each calendar month following the calendar month in which produced, to the Register of the land district in which the land is situated; when paid in kind, such royalty oil shall be delivered in tanks provided by the lessee on the premises where produced, unless otherwise agreed to by the parties hereto, at such times as may be required by the lessor: Provided, That the lessee shall not be required to hold such royalty oil in storage longer than thirty days after the end of the calendar month in which said oil is produced: And provided further, That the said lessee shall be in no manner responsible or held liable for the loss or destruction of such oil in storage from causes over which the lessee has no control; such royalties, whether in value or kind, shall be subject to reduction whenever the average daily production of any oil well shall not exceed ten (10) barrels per day, if in the judgment of the lessor the wells can not be successfully operated upon the royalties fixed herein.

(d) Sales contracts.—To file with the Secretary of the Interior copies of all sales contracts for the disposition of oil and gas produced hereunder except for production purposes on the land leased, and in the event the United States shall elect to take its royalties in money instead of in oil or gas, not to sell or otherwise dispose of the products of the land leased except in accordance with a sales contract or other method first approved by the Secretary of the Interior.

CERTIFIED
FEB 28 1990
Adelle A Kowalski
BUREAU OF LAND MANAGEMENT

"A" Lease

(e) Monthly statements.—To furnish monthly statements in detail in such form as may be prescribed by the lessor, showing the amount, quality, and value of all oil and gas produced and saved during the preceding calendar month as the basis for computing the royalty due the lessor. The leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith and all books and accounts of the lessee shall be open at all times for the inspection of any duly authorized officer of the department.

(f) Plats and reports.--To furnish annually and at such times as the Secretary shall require, in the manner and form prescribed by the Secretary of the Interior, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands, accompanied by a report in detail as to the stockholders, investment, depreciation, and cost of operation, together with a statement as to the amount and grade of oil and gas produced and sold, and the amount received therefor by operations hereunder.

(g) Log of wells.--To keep a log in the form prescribed by the Secretary of all the wells drilled by the lessee, showing the strata and character of the ground passed through by the drill, which log, or copy thereof, shall be furnished to said lessor on demand.

(h) Diligence—Prevention of waste—Health and safety of workmen.--To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; 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 or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil 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 any well before abandoning the same so as to effectually shut off all water from the oil or gas bearing strata; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to conduct all mining, drilling, and related productive operations subject to the inspection of the lessor; to carry out at expense of the lessee all reasonable orders and requirements of lessor relative to prevention of waste, and preservation of the property and the health and safety of workmen, and on failure so to do the lessor shall have the right to enter on the property to repair damage or prevent waste at the lessee's cost; to abide by and conform to regulations in force at the time the lease is granted covering the matters referred to in this paragraph: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(i) Taxes and wages—Freedom of purchase.--To pay when due, all taxes lawfully assessed and levied under the laws of the State 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.

(j) 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.

(k) Assignment of lease.—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 Secretary of the Interior first had and obtained.

(l) 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.

(m) Reserved or segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Secretary of the Interior 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 purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

2 (k). Assignment of oil and gas lease or interest therein. Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of 12½ per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

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 said 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 lands embraced within this lease under existing law or laws hereafter enacted, in so far as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, provided this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) Pipe lines to convey at reasonable rates.—The right to require the lessee, his assignees or beneficiary, if owner or operator of, or owner of a controlling interest in, any pipe line, or any company operating the same which may be operated accessible to the oil derived from lands under such lease, to accept and convey at reasonable rates and without discrimination the oil of the Government or of any citizen or company, not the owner of any pipe line, operating a lease or purchasing oil or gas under the provisions of this act.

(d) Monopoly and fair prices.—Full power and authority to carry out and enforce all the provisions of section 30 of the act to insure the sale of the production of such leased lands to the United States and to the public at reasonable prices, to prevent monopoly, and to safeguard the public welfare.

(e) Helium.—Pursuant to section 1 of the act, and section 1 of the act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; 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: Provided, That the lessee shall not, as a result of the operation in this paragraph provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee 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.

SEC. 4. Surrender and termination of lease.—The lessee may, on consent of the Secretary of the Interior first had and obtained in writing, surender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 5. 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 six 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 six 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 ninety days, to remove from the premises all the materials, 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.

CERTIFIED

Serial No. Evanston 07671(a)

~~Assignor~~

~~Assignee~~

The undersigned also agrees that there may be incorporated in the above lease and considered as one of its provisions, in the event the assignment is approved, the following provision:

> "That the lessee, in the conduct of any operations under this lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts."

North Lq Barge Oil Co.
By Jos. O. Minton V. Pres.
Lessee
~~Assignee~~

attest R M Wagner
Secretary

CONTINENTAL CASUALTY CO Surety

Nora Onlund.

4-533a
(April 1944)

35

"A" Lease

SEC. 6. Judicial proceedings in case of default.—If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said 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 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. 7. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. 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, 1919 (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,

JAN 30 1945 By Oscar L Chapman
Assistant (Secretary of the Interior.)

Witness to signature of— Jo. A. Minton — North La Barge Oil Co

Robert Minton - LaBarge, Wyo — By Jo. A. Minton
Vice President.

Witness as to R M Turner

Yusrel Francis Frontier Wyoming — Attest R M Turner
Secretary.

CERTIFIED

to be a true and correct copy of the original on file

FEB 28 1990

BUREAU OF LAND MANAGEMENT

4

0050145-000

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 23rd. day of June, 1954, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights below the depth of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on November 10, 1954, in book 10 O & G Leases, page 261, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 07671 (b)

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

Section 8: N½, SW¼

480.00 acres, more or less

RECEIVED
JUN 22 1955
Land Office
Box 570 Cheyenne, Wyo.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto:

228792

RECORDED May 8 1956 10:20 A.M.
IN BOOK 86 O&G PAGE 135
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

Arthur B. Belfer	25%
Rachel Belfer	25%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer, President

"ASSIGNOR"

STATE OF NEW YORK }
} ss.
COUNTY OF NEW YORK }

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being by me duly sworn did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

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

Violet Berman
Notary Public

Pat. No assignment fee, Rec.#.

CERTIFIED
to be a true and comparable copy
of the official records on file
MAR 22 1990
Adelle L. Kowalski
BUREAU OF LAND MANAGEMENT

136

ASSIGNMENT

STATE OF WYOMING OIL AND GAS LEASE

Kintzel Blue Print Co.
134 N. Center Street
Casper, Wyoming

KNOW ALL MEN BY THESE PRESENTS: That I, we, Belfer Natural Gas Company
630 Third Avenue, New York 17, N. Y., assignor,
being lessee, lessees, under that certain State of Wyoming Oil and Gas Lease bearing Serial number 0-847,
and covering land situate in Sublette County, Counties, described as follows:

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

Sec. 16: All

and containing 640.00 acres more or less, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Belco Petroleum Corporation of 630 Third Avenue, New York 17, N. Y., assignee, all right, title and interest of assignor in and to said lease insofar as it covers the following described land:

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

Sec. 16: All

SUBJECT TO MORTGAGE(S) AND

SUBJECT TO PRODUCTION PAYMENT($)
PER ATTACHED RIDER

and containing 640.00 acres, more or less, subject to operating rights per attached rider and a previously created overriding royalty of 2½%

TO HAVE AND TO HOLD unto the said Belco Petroleum Corporation, its successors and assigns, subject to the terms and conditions of said lease; the grants and reservations herein contained extending to any renewal lease, substitute lease or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is executed this SEP 28 1959 day of

BELFER NATURAL GAS COMPANY

WITNESS:

Assignor-Lessee

By Jack Saltz - Partner

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

On the SEP 28 1959 day of , 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 28 1959, 1959.

Notary Public

(seal) Reba Rosenblum
Notary Public, State of New York
No. 03 - 8654123
Qualified in Bronx County
Commission Expires March 30, 1960

228793

RECORDED May 8 1970 10:50 A.M.
IN BOOK 86 O&G PAGE 136
FEES 6.00 May L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

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.

By mail only

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

(SEAL)

Notary Public

My Commission expires: ----------

Assignment approved by Board of Land Commissioners: November 4, 1959, without binding the State for the payment of any overriding royalty.

Assignment recorded in the Office of the Commissioner of Public Lands: November 13, 1959

rding this form of assignment is $1.00. If other terms are desired incorporated in the assignment a special form epared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for rd.)

[redacted]

to assignment of Wyoming State O-847 from Belfer Natural Gas Company to Belco Petroleum Corporation

This assignment is subject to the following:

1. Operating rights of Western Oil Refining Company in all zones above a depth of 1500' above the top of the Frontier Formation.

AB

sealed in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

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

---

Notary Public

(SEAL)

My Commission expires: ----------

Commission Expires March 30, 1960

RECORDED ... SUBLETTE COUNTY CLERK

By ... Deputy

I CERTIFY THAT THIS ASSIGNMENT HAS BEEN DULY APPROVED AND RECORDED IN THE OFFICE OF THE STATE BOARD OF LAND COMMISSIONERS

SEAL

8/26/60

Date

Howard Dan ...

COMMISSIONER OF PUBLIC LANDS

Assignment approved by Board of Land Commissioners: November 4, 1959, without binding the State for the payment of any overriding royalty.

Assignment recorded in the Office of the Commissioner of Public Lands: November 13, 1959

...rding this form of assignment is $1.00. If other terms are desired incorporated in the assignment a special form ...epared and signed copies forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for ...rd.)

...d: 3-2-50.

137

March 138

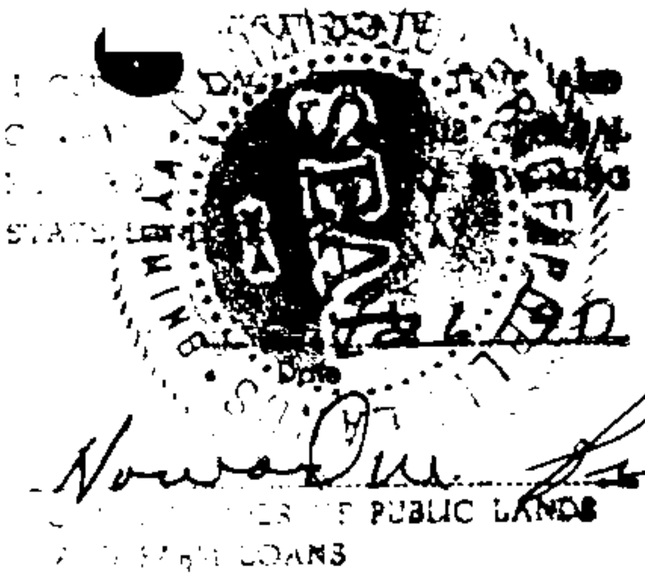
RECEIVED

MAR 1 1990

ENRON-DENVER

OIL AND GAS LEASE

("A" FORM)



THIS INDENTURE OF LEASE entered into in triplicate this 16th day of June, A. D. 193 6, by and between the STATE OF WYOMING, acting by and through its Board of Land Commissioners, party of the first part, hereinafter called the lessor, and JOSEPH A. MINTON

party of the second part, hereinafter called the lessee.

SEC. 1. PURPOSES. That the lessor, in consideration of the rents and royalties to be paid and the covenants and agreements hereinafter contained and to be performed by the lessee, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove and dispose of all of the oil and gas and other kindred hydrocarbon deposits (the term "gas" as used in this section shall be interpreted to include natural gas, casinghead gas, casinghead gasoline, drip gasoline and natural-gas gasoline extracted from natural gas) in or under the following described land, to-wit:

LEA. ~~64~~)

ACRES	DESCRIPTION	SEC.	T.	R.
640	ALL	16	27	113

SEE UNIT AGREEMENT #O- / /
NORTH LABARGE AREA

SUBLETTE COUNTY

consisting of 640.00 acres more or less, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, subject, however, to the conditions hereinafter set forth.

SEC. 2. TERM OF LEASE. This lease, unless terminated at an earlier date as hereinafter provided, shall remain in force and effect for a term of ten (10) years from and after the date hereof (expiring at midnight on the 15th day of June, A. D. 19 46). Extended for full life of North LaBarge Unit Agreement. (Chapter 17, Special Laws of Wyoming, 1945) By Board February 7, 1946.

SEC. 3. In consideration of the foregoing the LESSEE COVENANTS AND 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 of Ten Dollars ($ 10.00), conditioned upon the payment of all moneys, 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 actual drilling and/or at the time of the discovery of oil and/or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming.

228794

RECORDED May 8 1990 10:00 AM
IN BOOK 86 OIG PAGE 138
FEES 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary L.

(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 25¢ 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 FIVE HUNDRED ($ 500.00) unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

(d) ROYALTIES. To pay the following royalties on all oil, gas, natural gasoline, and/or other kindred hydrocarbons produced from the lands herein leased, in kind or in value at the option of the lessor.

ON OIL: On all oil produced and saved Twelve and one-half (12½%) per cent.

ON GAS: On all gas produced and marketed from the property Twelve and one-half (12½%) per cent.

ON NATURAL GASOLINE: Twelve and one-half percent (12½%) of Thirty-three and one-third (33 1/3%) per cent of the amount or value of the natural gasoline extracted and/or recovered and marketed.

ON OTHER KINDRED HYDROCARBONS: On all other hydrocarbons of value produced and/or extracted, including propane and butane, at such royalty as shall be mutually determined to be fair and reasonable.

For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline be less than that received by the United States of America for its royalties from the same field.

In cases where natural gas is produced and the natural-gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

Natural gas actually used for operating purposes upon the land and gas returned to said land for stimulating the production of oil shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil and gas 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 produced and saved.

When the lessor elects to take its royalty oil in kind, such oil shall be good merchantable oil, and the lessee shall if necessary furnish storage therefor 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, however, 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 agreed upon by the last above paragraph, to apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all oil and/or gas produced from said lands in a manner approved by the lessor and according to the Rules and Regulations promulgated by the Commissioner of Public Lands, and report said production to the lessor in accordance therewith.

To keep books, records and reports pertaining to the production of oil and gas 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 open 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 from the land herein leased and with monthly reports showing the month, year, amount and price at which all gas and/or natural-gas gasoline produced from the land herein leased were sold.

(g) MONTHLY PAYMENTS AND STATEMENTS. To make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production for all oil or gas produced 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 the quality of the production per well where practical from offset wells upon cornering and/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) DEVELOPMENT PRIOR TO DISCOVERY. Within two years from the effective date of this lease, and beginning on or before the 16th day of June, A. D. 19 58, to erect on the leased premises a good and sufficient drilling rig and equipment and commence the actual drilling of a well to properly test the structure; provided, that the lessor may, upon proper application by the lessee in writing, made prior to the expiration of the aforesaid date, grant relief from the above drilling requirements in such manner and for such period of time as conditions may warrant, and which appear to be to the best interests of the State; provided further, however, that, should oil or gas be discovered or produced on lands adjoining or upon the same geologic structure on which the leased lands are situated, the lessor reserves the right to require the commencement of a well within a certain specified time, which shall be not less than ninety days after notification. SEE BOARD ACTION ON BACK OF THIS PAGE

(i) 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.

(j) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of all the wells 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 a 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 as may be called for by the lessor.

[redacted] [redacted] [redacted]

(k) 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 and/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.

(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 temporily 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, and on failure of the lessee so to do the lessor shall have the right to enter on the property to repair damages 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 at least once each month in the lawful money of the United States.

(n) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder.

(o) ASSIGNMENTS OF LEASE - PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sub-let any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All over-riding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such over-riding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(p) DELIVER PREMISES IN CASES 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.

(q) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas, approved by the lessor.

SEC. 4. THE LESSOR EXPRESSLY RESERVES:

(a) DISPOSITION OF SURFACE. 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, or in accordance with the Rules of the Board of Land Commissioners, insofar as the surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

(b) RIGHTS OF WAY AND EASEMENTS. From the operation of this lease all lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the Statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, upon application of the lessee for the inclusion of the herein leased lands in a unit or co-operative plan of development, to establish, alter, change, or revoke the drilling, producing, and royalty requirements to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or national curtailment and proration authorized by law.

SEC. 5. APPRAISAL OF IMPROVEMENTS. Upon the expiration of this lease or earlier termination thereof pursuant to surrender or forfeiture, or if said land shall be leased to another other than the owner of the improvements thereon, the lessee agrees that the improvements shall be disposed of pursuant to Section 804, Chapter 91, Wyoming Revised Statutes of 1931, and amendments thereto.

SEC. 6. FORFEITURE CLAUSE. In the event that the lessee shall have procured this lease through fraud, misrepresentation or deceit, then and in that event this agreement, at the option of the lessor, shall cease and terminate and shall become ipso facto null and void, and all improvements upon said land or premises under the terms of this lease shall forfeit to and become the property of the State of Wyoming, and/or in the event that the lessee shall fail to make payments of rentals and royalties as herein provided, or make 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 registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by the lessor/any legal or equitable remedy which the lessor might otherwise have. 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. 7. SURRENDER. Upon the further consideration and payment of $10 and payment of the filing and recording fees, the lessee may upon sixty (60) days notice in writing to the lessor, surrender the lease or any legal subdivision thereof, providing all obligations under the terms of this lease at the date of the relinquishment have been fully complied with by the lessee. The abandonment of any and all wells on the relinquished property shall be subject to mutual agreement.

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 of, or assigns of the respective parties hereto.

SEC. 9. This lease is issued by virtue of and under the authority conferred by Chapter 91, Wyoming Revised Statutes, 1931, and is accepted by the lessee subject thereto.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Governor, President of the Board of Land Commissioners, countersigned by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed, and the lessee has caused these presents to be signed and sealed in the manner following:

LESSOR: STATE OF WYOMING, acting by and through its Board of Land Commissioners.

Witness

By Governor-President, Board of Land Commissioners

Witness

COUNTERSIGNED:

Commissioner of Public Lands - Secretary

Witness

LESSEE:

Witness

APPROVED AS TO FORM AND EXECUTION

August 4, 1936

RAY E. LEE, Attorney General,

By

Deputy Attorney General

Form approved by the Board: June 5, 1936
~~Executed~~ lease and bond approved by Board: June 17, 1936
Executed lease and bond approved by Attorney General: August 4, 1936
Examined:

TP

STATE OF WYOMING

OPERATING RULES AND REGULATIONS TO GOVERN THE PRODUCTION OF OIL AND GAS UPON STATE LAND UNDER PROSPECTING AND OPERATING LEASES.

The Board of Land Commissioners, being vested by the Constitution of the State of Wyoming with the direction, control, disposition and care of all land belonging to the State, and by Statute authorized to lease upon a royalty basis any state or school land containing coal, oil or other minerals and to make and establish Rules and Regulations covering the conduct of development and mining operations to be carried on under such leases, adopts the following Rules and Regulations:

(1) All Oil and Gas Prospecting and Operating leases issued by the Board of Land Commissioners shall retain sufficient power and authority in the Board to enable it to enforce the terms of such leases and the Rules and Regulations adopted by it.

(2) All Rules and Regulations promulgated and adopted by the Board of Land Commissioners, and the power of supervision retained in all prospecting and operating leases, shall be enforced and exercised by the Board itself through the Commissioner of Public Lands, its executive officer.

(3) Under the general supervision of the Commissioner of Public Lands, all matters pertaining to drilling and producing operations shall be under the direct supervision of the State Mineral Supervisor and his representatives.

(4) All applications and reports by the lessee, pertaining to the drilling and producing operations upon state land shall be made in duplicate; one copy shall be filed with the State Mineral Supervisor, Casper, Wyoming, and the other copy shall be filed with the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming. The State Mineral Supervisor shall file with the Commissioner of Public Lands a copy of all permits, orders and reports of inspection pertaining to the drilling and producing operations upon state land.

(5) Under the general supervision of the Commissioner of Public Lands, all matters pertaining to the handling or gauging of oil and gas produced from state land shall be under the direct supervision of the State Mineral Supervisor, and all reports (with the exception of run tickets) shall be made in duplicate; one copy shall be filed with the Commissioner of Public Lands and the other copy shall be filed with the State Mineral Supervisor. All orders and requests made by the State Mineral Supervisor affecting the gauging and handling of oil and gas shall be made in duplicate, and a copy filed with the Commissioner of Public Lands.

(6) Except as hereinbefore and hereinafter specially provided, modified and amended, the Board of Land Commissioners hereby adopts the Operating Regulations governing the production of oil and gas upon government land, promulgated by the Secretary of the Interior and in force on the date hereof, insofar as they are applicable under the prospecting and operating leases issued by the Board of Land Commissioners.

(7) For the purpose of determining the producing capacity of oil wells under the sliding schedule, contained in the approved form of oil and gas leases issued by the Board of Land Commissioners, tests shall be made under the supervision of the State Mineral Supervisor in the manner approved by him.

(8) No relief measures contained in the operating regulations issued by the Secretary of the Interior shall be applicable unless application in individual cases be filed with the Commissioner of Public Lands and approved by the Board of Land Commissioners.

(9) The lessee must immediately obey all orders intended to carry out the terms and spirit of these Regulations, whether issued directly by the Commissioner of Public Lands or by the State Mineral Supervisor, or through their representatives, or sent to the lessee or his agent by ordinary mail; but any such order after being put into effect by the lessee, if issued by the State Mineral Supervisor or his representatives, shall be subject to review by the Commissioner of Public Lands and his decision thereupon, as well as orders issued directly by him shall be subject to review by the Board of Land Commissioners upon appeal filed by the lessee with the Commissioner within thirty (30) days after the date of such decision or order. In all cases the decision of the Board of Land Commissioners shall be final.

(Approved by the Board of Land Commissioners May 2,1933)

[redacted] [redacted] [redacted]

: CLERK [redacted] TRUE AND
OFFICE OF [redacted] OF [redacted]
STATE OF WYOMING
SEAL
6/20
Don
COMMISSIONER OF PUBLIC LANDS
AT CHEYENNE, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE.

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, Jos. A. Minton is the holder of Oil and Gas Lease, bearing date June 16th, 1938, by and between the State of Wyoming, as lessor, and Jos. A. Minton, as lessee, granting to said Jos. A. Minton the right to drill, explore and operate for oil and gas certain lands belonging to the State of Wyoming, which said Oil and Gas Lease is numbered O-847, and said lands are in said Oil and Gas Lease described as follows, to-wit:

All of Section Sixteen (16), Township Twenty-seven (27) North, Range One Hundred Thirteen (113) West of the Sixth Principal Meridian, Wyoming,

Now, Therefore, This Indenture

W I T N E S S E T H ,

That the said Jos. A. Minton, for and in consideration of the sum of One Dollar, to him in hand paid by North LaBarge Oil Company, a Wyoming corporation, has bargained, sold, assigned, conveyed and set over, and by these presents does sell, assign, bargain, convey and set over unto said North LaBarge Oil Company, its successors and assigns, the said Oil and Gas Lease, and all the right, title and interest of the said Jos. A. Minton in, to and under the same, and in and to the said above described lands; but reserving, nevertheless, unto the said Jos. A. Minton, his heirs and assigns, a royalty of two-and one-half (2½) per cent of all oil and gas produced and saved from said lands, during the term of said lease, and all extensions and renewals thereof.

TO HAVE AND TO HOLD, the said lands and oil and gas lease unto said North LaBarge Oil Company, its successors and assigns, subject to the aforesaid royalty reserved to said Jos. A. Minton, according to the terms and conditions of said lease, for and during the entire period and term thereof, together with all extensions and renewals thereof.

IN WITNESS WHEREOF, the said JOS. A MINTON has hereunto set his hand this 18th day of July, 1939.

Witness:
Ivan D. Jones

Jos. A. Minton

THE STATE OF WYOMING)
:ss.
County of Lincoln.)

On this 18th day of July, 1939, before me personally appeared Jos. A. Minton, to me known to be the person described in and who executed the above and foregoing instrument of writing, and acknowledged that he executed the same as his free and voluntary act and deed.

My commission expires March 11, 1943.

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

Ivan D. Jones
Notary Public.

228795

RECORDED May 8 IS 90 10:00 A M
IN BOOK 86 O&G PAGE 145
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By. Mary Ely

145

Recorded in the Office of Commissioner of Public Lands: March 2, 1942
Proof Read YM:GA Examined YM

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That the NORTH LA BARGE OIL COMPANY, the within named Lessee, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, sells, assigns, transfers and sets over unto WASATCH PRODUCTION COMPANY, a Nevada corporatily duly authorized to do business in the State of Wyoming, with its principal office located at McIntyre Building, Salt Lake City, Utah, that certain Oil and Gas Lease "A" Form described as Lease No. 0-847, Application No. 58050, in which Joseph A. Minton, of Kemmerer, Wyoming, appears as lessee, and which said oil and gas lease was heretofore and on the 18th day of July, 1939 duly assigned by the said Joseph A. Minton to the Assignor herein, the North La Barge Oil Company, a Wyoming corporation, and which said assignment, together with this assignment, is attached to the original lease, which said lease covers the following described state lands:

All of Section 16, Township 27 North, Range 113 West, Sixth Principal Meridian, containing 640 acres;

TO HAVE AND TO HOLD unto the said WASATCH PRODUCTION COMPANY, its successors and assigns, subject to the terms and conditions therein contained.

IN WITNESS WHEREOF, North La Barge Oil Company has caused these presents to be executed by its officers thereunto duly authorized this 26th day of December, 1941.

NORTH LA BARGE OIL COMPANY, a Wyoming corporation,

By Joseph A. Minton
Vice President.

Signed by Lessee and Assignee in the presence of:

Millicent D Cornwall
Salt Lake City Ut.

Laura S Downey
Salt Lake City, Ut

ATTEST:

Patrick J. Qually
Asst. Secretary.

Assignee and Lessee.

Recorded in the Office of Commissioner of Public Lands: March 2, 1942.
Proof Read YM:GA Examined YM

228796

BOARD APPROVED MAR 5 1942

RECORDED May 8 1942 10:00 AM
IN BOOK 86 O&G PAGE 146
FEES 6.00 Mary L. Carlson [redacted] COUNTY CLERK

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

On this 29th day of December, 1941, before me MILLICENT D. CORNWALL, a Notary Public, personally appeared JOSEPH A. MINTON personally known to me and known to be the vice president of Forth La Barge Oil Company, a corporation, who being by me duly sworn, did say that he is the vice president of 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 the said Joseph A. Minton acknowledged said instrument to be the free act and deed of said corporation, and acknowledged to me that such corporation executed the same.

My commission expires: May 16, 1942.

Millicent D Cornwall
Notary Public.

The undersigned, WASATCH PRODUCTION COMPANY, hereby accepts the foregoing assignment and agrees to be bound by the terms and provisions thereof.

Witness:

Millicent D Cornwall
Salt Lake City Ut.

Laura Strawberry
Salt Lake City Utah

WASATCH PRODUCTION COMPANY, a Nevada corporation,

By Wm. H. McIntyre Jr.
President.

ATTEST:

Chester G. Davis
Secretary.

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

On this 29th day of December, 1941, before me MILLICENT D. CORNWALL, a Notary Public, personally appeared WM. H. McINTYRE, JR., personally known to me and known to be the President of WASATCH PRODUCTION COMPANY, a corporation, who being by me duly sworn did say that he is the President of 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 the said Wm. H. McIntyre, Jr. acknowledged said instrument to be the free act and deed of said corporation, and acknowledged to me that such corporation executed the same.

My commission expires: May 16, 1942.

Millicent D Cornwall
Notary Public.

Recorded in the Office of Commissioner of Public Lands: March 2, 1942.
Proof Read YM:GA Examined YM

147

148

ASSIGNMENT (For use by individual)

KNOW ALL MEN BY THESE PRESENTS, That I,_____
the within named lessee, for and in consideration of the sum of _____
_____Dollars, ($_____)
to me in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
_____of _____,
a certain Oil and Gas [redacted] lease described as follows:

TO HAVE AND TO HOLD unto the said_____,
_____successors and assigns, subject to the terms and conditions therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this_____day of_____,
A. D. 19_____.

228797

_____
Witness to Lessee.

STATE OF_____
} ss.
COUNTY OF_____

RECORDED May 8 1945 Lessee M
IN BOOK 86 O & G PAGE 148
FEES $2.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

by: Mary Lee

On this_____day of_____, A. D. 19_____, before me personally appeared
_____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal this_____day of_____, A. D. 19_____.

My Commission expires:_____

_____
Notary Public

ASSIGNMENT (for use by Corporation)

KNOW ALL MEN BY THESE PRESENTS, That We Wasatch Production Company
the within named lessee, for and in consideration of the sum of One Hundred
and No/100 Dollars, ($ 100.00)
to us in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto
Joseph A. Minton of La Barge, Wyo.,
a certain Oil and Gas [redacted] lease described as follows:
Wyoming State Oil and Gas Lease No. O-847, covering All Section 16, Twp. 27 N. R. 113 W. 6th P.M.

TO HAVE AND TO HOLD unto the said Joseph A. Minton,
his successors and assigns, subject to the terms and conditions therein contained.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 17 day of August,
A. D. 1943.

Signed by Lessee in presence of:

David L. McKay
Witness to signature of President.

David L. McKay
Witness to signature of Secretary.

Wasatch Production Co
Lessee.

By: Henry D. Moyle
President

Attest: Kay Yeates
Secretary.

STATE OF Utah
} ss.
COUNTY OF Salt Lake

On this 12th day of August, A. D. 1943, before me appeared
Henry D. Moyle, to me personally known, who, being by me duly sworn,
did say that he is the President of Wasatch Production 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 Henry D. Moyle
acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 12th day of August, A. D. 1943.

My Commission expires: 2/2/45

David L. McKay
Notary Public

[redacted]

[redacted]
Assignee named in above assignment.

ASSIGNMENT APPROVED BY BOARD OF LAND COMMISSIONERS: May 3, 1945

ASSIGNMENT RECORDED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS: June 8, 1945

[FEE FOR RECORDING THIS FORM OF ASSIGNMENT IS $1.00. IF OTHER TERMS ARE DESIRED INCORPORATED IN THE ASSIGNMENT A SPECIAL FORM SHOULD BE PREPARED AND SIGNED COPIES FORWARDED TO COMMISSIONER OF PUBLIC LANDS IN DUPLICATE. AS ONE COPY IS RETAI[redacted]HE OFFICE RECORD].

[redacted] Examined: MFS Proof Read [redacted]'ams [redacted]

0-1 7-30-43

9474[redacted]
9474[redacted]
Game Hill Area

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

[redacted]

228821

IN BOOK 86 [redacted] PAGE 149
FEES 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned are the present record owners and holders of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Recorded Page	Description
USA W-52396	11-1-75	71	800	T36N-R114W-6th P.M. Sec. 6: S/2NE/4
USA W-21431	12-1-69	81	420	T36N-R115W-6th P.M. Sec. 11: All Sec. 12: All Sec. 13: N/2, SW/4, N/2SE/4 SW/4SE/4 Sec. 14: All
USA W-21430	12-1-69	46	343	T36N-R115W-6th P.M. Sec. 1: All Sec. 2: 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, the undersigned, as Lessee, do hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of their right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

This Instrument may be executed in any number of counterparts and shall be binding on each party signing with the same force and effect as if all parties hereto had signed the same document.

DATED tne 14th day of February, 1990.

TXO PRODUCTION CORP.

By _____

CHEVRON U.S.A. INC.

By _____
Assistant Secretary

PACIFIC ENTERPRISES OIL CO.

By _____

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared [redacted] 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 February, 1990.

My commission expires:
March 5, 1993

Anita Pilcher Blake
Notary Public

ORIGINAL

149

150

Form 3000-3a
(June 1988)

64116-001[illegible]0420011

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

W-60620

APR 1990
RECEIVED
Wolverine Exploration Co.

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Wolverine Exploration Company
1200 Denver Club Building
518 17th Street
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 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 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: All Section 18: SE/4 Containing 1,459.12 acres, more or less Sublette County, Wyoming Insofar and only insofar as the above described lands 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 said lands as of October 1, 1989.	7.5%	3.75%	3.75%	None	7.5%

228822

RECORDED May 9 1990 2:22 P M
IN BOOK 86 O&G PAGE 150
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective MAY 1 1990

/s/ PAMELA J. LEWIS
By _____ SUPERVISORY LAND LAW EXAMINER APR 18 1990
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Subject to the terms and conditions of that certain Letter Agreement dated August 11, 1989, as amended by letter dated August 14, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation and subject to the terms and conditions of that certain Letter Agreement dated November 1, 1989, between Wolverine Exploration Company and Coastal Oil & Gas Corporation.

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 24th day of January, 1990 by William L. Donnelly, as Vice President of COASTAL OIL & GAS CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

Judith Esterak
Notary Public

My Commission Expires:
May 28, 1992

JUDITH ESTERAK
Notary Public, State of Texas
My Commission Expires May 28, 1992

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 24th day of January, 19 90

Name of Transferor: COASTAL OIL & GAS CORPORATION
Please type or print

Transferor or Attorney-in-fact: [signature] Vice President
(Signature)

(Signature) Asst. Secretary

1700 Broadway, Suite 800 S
(Transferor's Address)

Denver, Colorado 80201
(City) (State) (Zip Code)

Executed this 30th day of March, 19 90

Transferee or Attorney-in-fact: WOLVERINE EXPLORATION COMPANY
(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.

FORM 153

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned James C. Woods, a married man dealing in his sole and separate property, 518 17th Street, Suite 913, 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** Alexandra Danskin Woods Trust U/A/D May 7, 1990, c/o Carney Management Company, 55 West Monroe, Suite 1720, Chicago, Illinois 60603 of _____, **(hereinafter referred to as Assignee), an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of** one percent (1.0%) **of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the following described land pursuant to that certain oil and gas lease described as follows:**

Oil and Gas Leases September 27, 1989 from Bonney Beecher Eken to James C. Woods recorded in Book 84 of Oil and Gas at Page 232 and from Michael C. Warren and Joy A. Warren(dated October 4, 1989) to James C. Woods recorded in Book 84 of Oil and Gas at Page 234 of the Sublette County, Wyoming records covering the following described lands:

228824

TOWNSHIP 32 NORTH, RANGE 114 WEST
Section 23: W½SE¼, SE¼SE¼
Section 24: SW¼
Section 25: N½NW¼, SW¼NW¼
Section 26: NE¼

containing 560.00 acres, more or less.

RECORDED May 10 1990 9:50 A M
IN BOOK 86 O&G PAGE 152
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

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

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

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

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

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

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 7th day of May, 19 90.

James C. Woods

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 7th day of May, 19 90, by James C. Woods.

Witness my hand and notarial seal.
My commission expires 12/15/93

Notary Public

[redacted] [redacted] [redacted] III
5018,-000

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 Lease described on the attached Exhibit "A". The amount of the overriding royalty interest herein assigned by ASSIGNOR is noted under the Oil and Gas Lease.

ASSIGNOR hereby represents and covenants that it is the lawful owner of the overriding royalty interest hereby transferred and assigned; that it has the full right and authority to transfer and assign same; that said interest is 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 to be 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 19th day of December, 1989, ~~but effective 7:00 a.m. MST, May 1, 1989.~~

NOTARY PUBLIC
My Commission Expires June 13, 1992
RESIDING IN SLC, UTAH
STATE OF UTAH

C.E.C. Industries Corp.

By: _____
George A. Matthews, Jr.
President

228830

RECORDED May 10 1990 11:00AM
IN BOOK 86 Oil & G PAGE 153
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On this 20th day of December, 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 Bunyard
Notary Public

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY BETWEEN PERMA LAND COMPANY AND C.E.C. INDUSTRIES CORP.

DATE: May 1, 1951
LESSOR: USA FED. W-06206
LESSEE: W. Russell Hull
DESCRIPTION: T30N-R113W
Section 9: E/2
Section 15: ALL LESS SW/4SW/4
Sublette County, Wyoming
INTEREST CONVEYED: 1.2%

END OF EXHIBIT "A"

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, James C. Wootton and Diane M. Wootton, 6202 N. 22nd Street, Phoenix, Arizona 85016, 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, do 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, all their 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".

ASSIGNOR hereby represents and covenants that they are the lawful owner of the overriding royalty interests hereby transferred and assigned; that they have 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 December 6, 1989 between the ASSIGNOR and ASSIGNEE.

Executed this 17th day of January, 1990, but effective 7:00 a.m. MST, October 1, 1989.

James C. Wootton

Diane M. Wootton

STATE OF ARIZONA)
ss
COUNTY OF Maricopa)

On this 17th day of January, 1990, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came James C. and Diane M., Wootton, personally known to me to be the same persons who have executed the foregoing instrument of writing 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 official seal on the day and year last above written.

My commission expires My Commission Expires Dec. 30, 1993

Alice M. Snodgrass
Notary Public

228831

RECORDED May 10 1990 11:00 A M
IN BOOK 86 OIG PAGE 155
FEES $6.00 Mary L. Lenkford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mari Rily

155

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN JAMES C. WOOTTEN, ETUX AND PERMA LAND COMPANY DATED JANUARY 8, 1990.

EXHIBIT "A"

DATE: December 31, 1938
LESSOR: USA FED. EVANSTON 022769 A
LESSEE: Melba Chipman Eldredge
DESCRIPTION: T29N-R113W
Section 1: Lots 3, 4, S/2NW/4, SW/4
Section 2: Lots 1-4, S/2NE/4, SE/4NW/4, S/2
Sublette County, Wyoming

DATE: December 31, 1938
LESSOR: USA FED. EVANSTON 022769
LESSEE: Melba Chipman Eldredge
DESCRIPTION: T29N-R113W
Section 3: Lots 1-4, S/2N/2, N/2SW/4, NW/4SE/4, S/2S/2
Section 4: Lots 1-3, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4
T30N-R113W
Section 33: E/2, E/2W/2
Sublette County, Wyoming

END OF EXHIBIT "A"

STIPULATION, ASSIGNMENT, CROSS-CONVEYANCE AND QUITCLAIM OF INTEREST IN A PORTION OF FEDERAL OIL AND GAS LEASE #W-62791

This Stipulation, Assignment, Cross Conveyance and Quitclaim of Interest in a Portion of Federal Oil and Gas Lease #W-62791 is entered into as of the effective date specified herein by Presidio Exploration, Inc., General Atlantic Energy Corporation, Enron Oil & Gas Company, Energetics Operating Company, Energetics, Inc., Energetics Capital Limited Partnership, Energetics 1980 Year-End Limited Partnership, Energetics '80 Stroh Limited Year-End Partnership, Energetics 1988 Limited Partnership, MM&S Partners, L. Clark Kiser, Halstead Exploration, Inc., D & R Energy Program 1980-B Limited Partnership, RWF Energy, Inc., Plaza Energy Corporation, Alumenco, Inc., General Hydrocarbons 1980 Oil and Gas Program, General Hydrocarbons, Inc., North American Resources Company, Inc. and Guaranty Capital Investors, Ltd., hereinafter referred to as the "undersigned parties".

For ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties do hereby ratify and confirm the following statements and representations concerning Federal Lease for Oil and Gas Serial No. W-62791 (Noncompetitive Public Domain Lease) dated April 28, 1978, effective May 1, 1978, recorded at Oil and Gas ("O&G") Book 65, Page 556, rerecorded at Book 68, Page 347 on from the United States of America to Robert W. Myers covering, in part, the following described lands:

Township 28 North, Range 111 West, 6th P.M.
Sec. 31: Lot 1 and 2, E/2NW/4

Sublette County, Wyoming

Hereinafter referred to as the "subject lease and lands".

NOTE: All recording information provided herein is intended to refer to the records in the Office of the County Clerk, Sublette County, Wyoming.

1. By Assignment of Record Title to Oil and Gas Lease dated October 28, 1982, recorded at Book 67 O&G, Page 691 on April 1, 1983, Energetics, Inc., a Colorado corporation, owner of a 84.198% record title interest in the subject lease and lands, purportedly assigned an undivided 76.9224% record title interest in the subject lease and lands to the following assignees in the net amounts specified:

L. Clark Kiser	.6241%
Halstead Exploration, Inc.	.1972%
Energetics 1980 Year-End Limited Partnership	30.7863%
Energetics 1980 Stroh Limited Year-End Partnership	2.9999%
General Hydrocarbons 1980 Oil & Gas Program	5.3284%
D & R Energy Program 1980-B	4.5589%
MM&S Partners	7.0419%
Energetics Capital Limited Partnership	25.3857%

This assignment, hereinafter referred to as the "original assignment", was mistakenly placed of record. There has been no delivery or acceptance by the parties of the original assignment. It is considered by the undersigned parties to be void ab initio and to have no legal force and effect.

2. By Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 21, 1983, recorded at Book 42 O&G, Page 265, L. Clark Kiser ("Kiser") conveyed all of his interest, if any, acquired in the subject lease and lands under the original assignment, to Energetics, Inc., a Delaware corporation.

3. By Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 21, 1983, recorded at Book 42 O&G, Page 249, Halstead Exploration, Inc. ("Halstead") conveyed all of its interest, if any, acquired in the subject lease and lands under the original assignment, to Energetics, Inc., a Delaware corporation.

4. D & R Energy Program 1980-B Limited Partnership ("D & R") made the following assignments of the interest it acquired, if any, in the subject lease and lands under the original assignment:

a. Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 28, 1983 from D & R to RWF Energy, Inc. ("RWF") of 1.3547% of D&R's interest, recorded at Book 42 O&G, Page 109.

b. Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 28, 1983 from D & R to Alumenco, Inc. ("Alumenco") of 5.4188% of D&R's interest, recorded at Book 42 O&G, Page 178.

c. Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 28, 1983 from D & R to Plaza Energy Corporation ("Plaza") of 2.2579% of D&R's interest, recorded at Book 42 O&G, Page 214.

5. By Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 28, 1983, recorded at Book 42 O&G, Page 145, D & R conveyed all its remaining interest acquired, if any, in the subject lease and lands under the original assignment, to Energetics, Inc., a Delaware corporation.

6. By Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 28, 1983, recorded at Book 42 O&G, Page 123, RWF conveyed all its interest, if any, acquired from D & R in the subject lease and lands, to Energetics, Inc. (Delaware).

7. By Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 28, 1983, recorded at Book 42 O&G, Page 228, Plaza conveyed all its interest acquired from D & R, if any, in the subject lease and lands, to Energetics, Inc. (Delaware).

8. By Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 28, 1983, recorded at Book 42 O&G, Page 192, Alumenco conveyed all its interest acquired from D & R, if any, in the subject lease and lands, to Energetics, Inc. (Delaware).

228832

RECORDED May 10 19 90 12:46 PM
IN BOOK 86 O&G PAGE 157
FEES 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
157 By: [illegible]

9. By Assignment, Bill of Sale, Conveyance and Power of Attorney dated March 31, 1983, recorded at Book 42 O&G, Page 480, Energetics '80 Stroh Limited Year-End Partnership ("Stroh") conveyed 71.88735% of the interest it acquired, if any, in the subject lease and lands under the original assignment, to Energetics, Inc. (Delaware). By Stipulation and Cross-Conveyance dated October 24, 1985, recorded at Book 75 O&G, Page 770, rerecorded at Book 76, Page 583, it was agreed that Energetics, Inc. owned a 7.536749% working interest in the subject lands and that Stroh owned a .843351% interest.

10. General Hydrocarbons 1980 Oil & Gas Program partnership ("GH 1980") was dissolved subsequent to the date of the original assignment but prior to the date of the subsequent assignment described in Paragraph 11 below. General Hydrocarbons, Inc. ("GH") was the successor all of the record title interest of GH 1980 in the subject lease and lands.

11. By Assignment of Record Title to Oil and Gas Lease dated October 28, 1982, recorded at Book 75 O&G, Page 783 on November 20, 1985, Energetics, Inc. (Colorado), owner of an undivided 84.198% record title interest in the subject lease, conveyed an undivided 76.9224% record title interest in the subject lease and lands to the following assignees in the net percentages specified:

Energetics, Inc., a Delaware corporation	7.536749%
Energetics 1980 Year-End Limited Partnership	30.786300%
Energetics 1980 Stroh Limited Year-End Partnership	.843351%
General Hydrocarbons, Inc.	5.328400%
MM&S Partners	7.041900%
Energetics Capital Limited Partnership	25.385700%
	76.922400%

This subsequent assignment was intended as a substitute for the original assignment described in Paragraph 1 with amendments to manifest the changes necessitated by the assignments and transactions described in Paragraphs 2 through 10 above.

12. As evidenced by Articles of Amendment to the Articles of Incorporation recorded at Book 68 O&G, Page 166, the name of Energetics, Inc., a Colorado corporation, was changed to Energetics Operating Company.

13. By Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated June 1, 1987, GH conveyed an undivided 4.764882% operating rights interest in the subject lease and lands to North American Resources Company, Inc. ("NARCO"). GH holds a remaining .563518% record title interest on behalf of Guaranty Capital Investors, Limited ("GCIL").

14. Energetics Capital Limited Partnership ("ECLP") holds its 25.385700% record title interest in the subject lease and lands on behalf of the following parties in the proportions indicated:

Energy Associates, Inc.	24.098931%
Energetics 1988 Limited Partnership	.894461%
NARCO	.392308%
	25.385700%

15. By Assignment of Record Title Interest in a Lease for Oil and Gas or Geothermal Resources from Energetics 1980 Year-End Limited Partnership ("EI 1980") to General Atlantic Energy Corporation ("GAEC") dated *, and through a corresponding Assignment of Oil and Gas Leases dated *, recorded at Book *, Page *, Energy Associates, Inc., as court-appointed Liquidator of EI 1980, assigned a 26.398443% record title interest in the subject lease and lands to GAEC.

16. By Assignment of Oil and Gas Leases dated *, recorded at Book *, Page *, EI 1980 conveyed Energetics Operating Company ("EOC") a 4.387857% record title interest in the subject lease and lands.

17. By Assignment of Oil and Gas Leases dated October 19, 1988, recorded at Book 82 O&G, Page 31, Energetics, Inc. (Delaware) conveyed all of its 7.536749% record title interest in the subject lease and lands to EOC.

18. The interest of Energetics 1980 Stroh Limited Year-End Partnership in the subject lease and lands was conveyed to Energy Associates, Inc. Energy Associates, Inc. was subsequently merged into General Atlantic Energy Corporation effective November 30, 1988. General Atlantic Energy Corporation was merged into Presidio Exploration, Inc. effective December 7, 1988.

19. By drilling the Figure Four Federal #6-31 (C-NE/4 of Section 31, T28N, R111W, 6th P.M.) pursuant to farmout agreements, Enron Oil & Gas Company earned 70% of the operating rights and working interest owned by EI 1980 (.894461%), EOC (19.200206%) and MM&S (7.041900%) in the subject lease and lands, from 100' below the Bear River formation down to the stratigraphic equivalent of 11,200' as found in the Figure Four Federal #6-31 Well.

20. As a result of the above-listed assignments, conveyances, and representations, the undersigned parties do hereby stipulate, ratify and confirm that as a result of the assignments and other matters described in Paragraphs 1 through 19 above, they are the owners of the following, respective operating rights and working interest ownership in the subject lease and lands, effective as of January 1, 1989.

a. From surface down to 100' below the Bear River formation, and from the stratigraphic equivalent of 11,200' in the Figure Four Federal #6-31 well and below:

	WI
Presidio Exploration, Inc.	51.340725%
Energetics Operating Company	19.200206%
MM&S Partners	7.041900%

* Information not available.

North American Resources Company, Inc.	5.157190%
Energetics 1988 Limited Partnership	.894461%
Guaranty Capital Investors, Ltd.	.563518%
OTHERS*	15.802000%
	100.000000%

b. From 100' below the base of the Bear River Formation down to the stratigraphic equivalent of 11,200 feet as found in the Figure Four #6-31 well:

Presidio Exploration, Inc.	51.340725%
Enron Oil & Gas Company	18.995597%
Energetics Operating Company	5.760062%
North American Resources Company, Inc.	5.157190%
MM&S Partners	2.112570%
Guaranty Capital Investors, Ltd.	.563518%
Energetics 1988 Limited Partnership	.268338%
OTHERS*	15.802000%
	100.000000%

*Beacon Exploration Company (10.195000%) and Brabant Petroleum, USA as successor in interest to Canadian Cheyenne Petroleum Corporation (5.607000%)

For the valuable consideration specified and acknowledged above, the applicable undersigned parties do hereby grant, assign, convey, cross-convey and transfer among themselves the necessary and sufficient record title, operating rights and working interest in the subject lease and lands in order to effect the ownership stipulated above.

For the valuable consideration specified and acknowledged above, L. Clark Kiser, Halstead Exploration Inc., D & R Energy Program 1980-B Limited Partnership, RWF Energy, Inc., Alumenco, Inc., Plaza Energy Corporation, General Hydrocarbons 1980 Oil & Gas Program and the Energetics Capital Limited Partnership do hereby convey, assign and quitclaim any and all of their interest, if any, in the subject lease and lands to the owners described in Paragraph 20 above, in the proportions specified therein.

The ownership of each of the parties listed in Paragraph 20 above is burdened by a proportionate share of a 12.5% landowner royalty and cumulative overriding royalty burdens of 7.0% affecting the subject lease as of the effective date herein.

Notwithstanding this instrument, the undersigned parties reserve and except existing rights to make or demand individual assignments of interest in the subject lease and lands which will serve to confirm the representations and stipulations contained herein.

This instrument may be executed in counterpart and shall be binding on each signatory to the extent of their interest in the subject lease and lands regardless of whether or not this instrument is executed by all of the parties listed below.

EXECUTED by each of the undersigned as of the date specified below, but effective as of January 1, 1989.

Presidio Exploration, Inc.

By: _____

GS GRANT E. THAYER
Title: President
Date of Execution: 4-20-90

Attest
B. R. DeBOER
Corporate Secretary

* * *

PRESIDIO EXPLORATION, INC., Successor by Merger to General Atlantic Energy Corporation, a Delaware corporation

By: _____

GS GRANT E. THAYER
Title: President
Date of Execution: 4-20-90

Attest
B. R. DeBOER
Corporate Secretary

* * *

Energetics Operating Company, a Colorado corporation

By: _____

GS GRANT E. THAYER
Title: President
Date of Execution: 4-20-90

Attest
B. R. DeBOER
Corporate Secretary

* * *

Energetics, Inc., a Delaware corporation

By: _____

JORDAN R. SMITH
Title: President
Date of Execution: 4-16-90

Attest
Assistant Secretary

Energetics 1980 Year-End Limited Partnership,
a Colorado limited partnership
By:

GRANT E. THAYER,
President of Presidio Exploration, Inc., Successor
Title: by merger to of General Atlantic
Energy Corporation, successor by merger to
Energy Associates, Inc., Liquidator of Energetics 1980 Year-End Limited Partnership
Date of Execution:

Attest
B. R. DeBOER
Corporate Secretary

* * *

Energetics Capital Limited Partnership,
a Colorado limited partnership
By:

GRANT E. THAYER,
President of PRESIDIO EXPLORATION, INC., Successor
Title: by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc.,
Date of Execution:
*Liquidator of Energetics Capital Limited Partnership

* * *

Energetics 1988 Limited Partnership,
a Colorado limited partnership
By:

B. R. DeBOER
Corporate Secretary

Jordan R. Smith
President of Energetics, Inc., General Partner of the Energetics 1988 Limited Partnership
Date of Execution:

* * *

MM&S Partners, a Colorado general partnership
By:

Title:
Date of Execution:

* * *

North American Resources Company, Inc.
By:

Attest

Title:
Date of Execution:

* * *

General Hydrocarbons, Inc.
By:

Attest

Title:
Date of Execution:

* * *

General Hydrocarbons 1980 Oil and Gas Program,
a Montana limited partnership
By:

Title:
Date of Execution:

* * *

Guaranty Capital Investors, Ltd., a Montana limited partnership
By:

Title:
Date of Execution:

* * *

L. Clark Kiser
By:

Jordan R. Smith, Attorney in Fact for L. Clark Kiser under that certain Power of Attorney dated March 21, 1983, effective September 30, 1982, recorded at Book 42, Page 265 of the records of Sublette County, Wyoming.
Date of Execution:

Energetics 1980 Year-End Limited Partnership,
a Colorado limited partnership
By:

Attest

Title: of General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidator of Energetics 1980 Year-End Limited Partnership
Date of Execution:

* * *

Energetics Capital Limited Partnership,
a Colorado limited partnership
By:

Title:
Date of Execution:

* * *

Energetics 1988 Limited Partnership,
a Colorado limited partnership
By:

Jordan R. Smith
President of Energetics, Inc., General Partner of the Energetics 1988 Limited Partnership
Date of Execution: 2-9-89

* * *

MM&S Partners, a Colorado general partnership
By:

Title:
Date of Execution:

* * *

North American Resources Company, Inc.
By:

Attest

Title:
Date of Execution:

* * *

General Hydrocarbons, Inc.
By:

Attest

Title:
Date of Execution:

* * *

General Hydrocarbons 1980 Oil and Gas Program,
a Montana limited partnership
By:

Title:
Date of Execution:

* * *

Guaranty Capital Investors, Ltd., a Montana limited partnership
By:

Title:
Date of Execution:

* * *

L. Clark Kiser
By:

Jordan R. Smith, Attorney in Fact for L. Clark Kiser under that certain Power of Attorney dated March 21, 1983, effective September 30, 1982, recorded at Book 42, Page 265 of the records of Sublette County, Wyoming.
Date of Execution: 2-9-89

Energetics 1980 Year-End Limited Partnership,
a Colorado limited partnership
By:

Attest

Title: _____ of General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidator of Energetics 1980 Year-End Limited Partnership
Date of Execution: _____

* * *

Energetics Capital Limited Partnership,
a Colorado limited partnership
By:

Title:
Date of Execution: _____

* * *

Energetics 1988 Limited Partnership,
a Colorado limited partnership
By:

Jordan R. Smith
President of Energetics, Inc., General Partner of the Energetics 1988 Limited Partnership
Date of Execution: _____

* * *

MM&S Partners, a Colorado general partnership
By:

Title: Managing Gen. Partner
Date of Execution: 12-5-84

* * *

North American Resources Company, Inc.
By:

Attest

Title:
Date of Execution: _____

* * *

General Hydrocarbons, Inc.
By:

Attest

Title:
Date of Execution: _____

* * *

General Hydrocarbons 1980 Oil and Gas Program,
a Montana limited partnership
By:

Title:
Date of Execution: _____

* * *

Guaranty Capital Investors, Ltd., a Montana limited partnership
By:

Title:
Date of Execution: _____

* * *

L. Clark Kiser
By:

Jordan R. Smith, Attorney in Fact for L. Clark Kiser under that certain Power of Attorney dated March 21, 1983, effective September 30, 1982, recorded at Book 42, Page 265 of the records of Sublette County, [redacted]ming.
[redacted]e of Execution:

Energetics 1980 Year-End Limited Partnership,
a Colorado limited partnership
By:

_____

Attest

Title: _____ of General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidator of Energetics 1980 Year-End Limited Partnership
Date of Execution: _____

* * *

Energetics Capital Limited Partnership,
a Colorado limited partnership
By:

_____

Title:
Date of Execution: _____

* * *

Energetics 1988 Limited Partnership,
a Colorado limited partnership
By:

_____

Jordan R. Smith
President of Energetics, Inc., General Partner of the Energetics 1988 Limited Partnership
Date of Execution: _____

* * *

MM&S Partners, a Colorado general partnership
By:

_____

Title:
Date of Execution: _____

* * *

North American Resources Company, Inc.
By: K. F. Madison

Patricia Green
Attest
Asst. Secretary

Title: President
Date of Execution: January 23, 1989

* * *

General Hydrocarbons, Inc.
By:

_____

Attest

Title:
Date of Execution: _____

* * *

General Hydrocarbons 1980 Oil and Gas Program,
a Montana limited partnership
By:

_____

Title:
Date of Execution: _____

* * *

Guaranty Capital Investors, Ltd., a Montana limited partnership
By:

_____

Title:
Date of Execution: _____

* * *

L. Clark Kiser
By:

_____

Jordan R. Smith, Attorney In Fact for L. Clark Kiser under that certain Power of Attorney dated March 21, 1983, effective September 30, 1982, recorded at Book 42, Page 265 of the records of Sublette County, Wyoming.
Date of Execution: _____

Energetics 1980 Year-End Limited Partnership,
a Colorado limited partnership
By:

Attest

Title: _____ of General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidator of Energetics 1980 Year-End Limited Partnership
Date of Execution: _____

* * *

Energetics Capital Limited Partnership,
a Colorado limited partnership
By:

Title:
Date of Execution: _____

* * *

Energetics 1988 Limited Partnership,
a Colorado limited partnership
By:

Jordan R. Smith
President of Energetics, Inc., General Partner of the Energetics 1988 Limited Partnership
Date of Execution: _____

* * *

MM&S Partners, a Colorado general partnership
By:

Title:
Date of Execution: _____

* * *

North American Resources Company, Inc.
By:

Attest

Title:
Date of Execution: _____

* * *

General Hydrocarbons, Inc.
By: Joyce I Clement

Attest

Title: Chairman
Date of Execution: 2/13/89

* * *

General Hydrocarbons 1980 Oil and Gas Program,
a Montana limited partnership
By: Joyce I Clement

Title: Chairman
Date of Execution: 2/13/89

* * *

Guaranty Capital Investors, Ltd., a Montana limited partnership
By:

Title:
Date of Execution: _____

* * *

L. Clark Kiser
By:

Jordan R. Smith, Attorney in Fact for L. Clark Kiser under that certain Power of Attorney dated March 21, 1983, effective September 30, 1982, recorded at Book 42, Page 265 of the records of Sublette County, Wyoming.

Energetics 1980 Year-End Limited Partnership,
a Colorado limited partnership
By:

Attest

Title: of General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc., Liquidator of Energetics 1980 Year-End Limited Partnership
Date of Execution:

* * *

Energetics Capital Limited Partnership,
a Colorado limited partnership
By:

Title:
Date of Execution:

* * *

Energetics 1988 Limited Partnership,
a Colorado limited partnership
By:

Jordan R. Smith
President of Energetics, Inc., General Partner of the Energetics 1988 Limited Partnership
Date of Execution:

* * *

MM&S Partners, a Colorado general partnership
By:

Title:
Date of Execution:

* * *

North American Resources Company, Inc.
By:

Attest

Title:
Date of Execution:

* * *

General Hydrocarbons, Inc.
By:

Attest

Title:
Date of Execution:

* * *

General Hydrocarbons 1980 Oil and Gas Program,
a Montana limited partnership
By:

Title:
Date of Execution:

* * *

Guaranty Capital Investors, Ltd., a Montana limited partnership
By: David E. Kelm,

Patricia M. Eikos
Patricia M. Eikos
Assistant Secretary, Dakel Co.

President, Dakel Co., the Managing General Partner
Title:
Date of Execution: 1/27/89

* * *

L. Clark Kiser
By:

Jordan R. Smith, Attorney in Fact for L. Clark Kiser under that certain Power of Attorney dated March 21, 1983, effective September 30, 1982, recorded at Book 42, Page 265 of the records of Sublette County, Wyoming.
Date of Execution:

Halstead Exploration, Inc., a Colorado corporation
By:

Jordan R. Smith, Attorney in Fact for Halstead Exploration, Inc. under that certain Power of Attorney dated March 21, 1983, effective September 30, 1982, recorded at Book 42, Page 249 of the records of Sublette County, Wyoming.
Date of Execution: 2-9-89

* * *

RWF Energy, Inc., a Minnesota corporation
By:

Jordan R. Smith, Attorney in Fact for RWF Energy, Inc. under that certain Power of Attorney dated March 28, 1983, effective September 30, 1982, recorded at Book 42, Page 123 of the records of Sublette County, Wyoming.
Date of Execution: 2-9-89

* * *

Alumenco, Inc., a Minnesota corporation
By:

Jordan R. Smith, Attorney in Fact for Alumenco, Inc. under that certain Power of Attorney dated March 28, 1983, effective September 30, 1982, recorded at Book 42, Page 192 of the records of Sublette County, Wyoming.
Date of Execution: 2-9-89

* * *

D & R Energy Program-1980B Limited Partnership, a Minnesota limited partnership
By:

Jordan R. Smith, Attorney in Fact for D & R Energy Program-1980B Limited Partnership under that certain Power of Attorney dated March 28, 1983, effective September 30, 1982, recorded at Book 42, Page 145 of the records of Sublette County, Wyoming.
Date of Execution: 2-9-89

* * *

Plaza Energy Corporation, a Minnesota corporation
By:

Jordan R. Smith, Attorney in Fact for Plaza Energy Corporation under that certain Power of Attorney dated March 28, 1983, effective September 30, 1982, recorded at Book 42, Page 228 of the records of Sublette County, Wyoming.
Date of Execution: 2-9-89

* * *

Energetics '80 Stroh Limited Year-End Partnership
By:

Jordan R. Smith, Attorney in Fact for Energetics '80 Stroh Limited Year-End Partnership under that certain Power of Attorney dated March 31, 1983, effective September 30, 1982, recorded at Book 42, Page 480 of the records of Sublette County, Wyoming.
Date of Execution: 2-9-89

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of April, 1990, by GRANT E. THAYER as President of Presidio Exploration, Inc., on behalf of said corporation.

Witness my hand and official seal.

My Commission expires:
3.2.93

Gaylene A. McCreery
Notary Public

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of April, 1990, by GRANT E. THAYER, President of PRESIDIO EXPLORATION, INC., successor by Merger to General Atlantic Energy Corporation, on behalf of said corporation.

Witness my hand and official seal.

My Commission expires:
3.2.93

Gaylene A. McCreery
Notary Public

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of April, 1990, by GRANT E. THAYER, as President of * General Atlantic Energy Corporation, successor to Energy Associates, Inc., Liquidator of Energetics 1980 Year End Limited Partnership, a Colorado partnership.

Witness my hand and official seal.

My Commission expires:
3.2.93

Gaylene A. McCreery
Notary Public

*PRESIDIO EXPLORATION, INC., Successor by Merger to

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of April, 1990, by GRANT E. THAYER, President of Energetics Operating Company, on behalf of said corporation.

Witness my hand and official seal.

My Commission expires:
3.2.93

Gaylene A. McCreery
Notary Public

SEAL

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 17th day of April, 1990, by JORDAN R. SMITH, President of Energetics, Inc., on behalf of said corporation.

Witness my hand and official seal.

My Commission expires:
August 20, 1991

Elizabeth A Mosley
Notary Public

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of April, 1990, by Grant F. Thayer, President of Presidio ~~Exploration, Inc.~~ partner, of Energetics Capital Limited Partnership, a Colorado limited partnership. Successor by merger to General Atlantic Energy Corporation, successor by merger to Energy Associates, Inc. Liquidator

Witness my hand and official seal.
My commission expires:
3-8-93

Gaylene A. McCreery
Notary Public
5613 DTC Parkway, Suite 800
Englewood, CO 80111-3035

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 1989, by Jordan R. Smith, President of Energetics, Inc., general partner of Energetics 1988 Limited Partnership, a Colorado limited partnership.

Witness my hand and official seal.
My Commission expires:
NOTARY PUBLIC May 13, 1992

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

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 1989, by Robert L. Mehl as Managing General partner of MM&S Partners, a Colorado general partnership.

Witness my hand and official seal.
My Commission expires:
May 13, 1992

Notary Public
6892 South Spotswood Street
Littleton, Colorado 80120

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ of North American Resources Company, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ of General Hydrocarbons, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

[redacted] [redacted] [redacted] 9

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ partner of Energetics Capital Limited Partnership, a Colorado limited partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 19 89, by Jordan R. Smith, President of Energetics, Inc., general partner of Energetics 1988 Limited Partnership, a Colorado limited partnership.

Witness my hand and official seal.
My Commission expires:
May 13, 1992 _____
Notary Public
6892 South Spotswood Street
Littleton, Colorado 80120

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 19 89, by Robert L. Mehl as Managing General partner of MM&S Partners, a Colorado general partnership.

Witness my hand and official seal.
My Commission expires:
May 13, 1992 Marguerite E. Lott
Notary Public
6892 South Spotswood Street
Littleton, Colorado 80120

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ of North American Resources Company, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ of General Hydrocarbons, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ partner of Energetics Capital Limited Partnership, a Colorado limited partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by Jordan R. Smith, President of Energetics, Inc., general partner of Energetics 1988 Limited Partnership, a Colorado limited partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ partner of MM&S Partners, a Colorado general partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF MONTANA)
)ss.
COUNTY OF Silver Bow)

The foregoing instrument was acknowledged before me this 23rd day of January, 19 89, by R.P. Madison as President of North American Resources Company, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:
11-17-89

_____
Notary Public State of Montana
Residing at Butte, Montana

SEAL

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____as _____ of General Hydrocarbons, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

[redacted] [redacted] [redacted] [redacted] 9

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ partner of Energetics Capital Limited Partnership, a Colorado limited partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by Jordan R. Smith, President of Energetics, Inc., general partner of Energetics 1988 Limited Partnership, a Colorado limited partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ partner of MM&S Partners, a Colorado general partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____, 19___, by _____ as _____ of North American Resources Company, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF Montana)
)ss.
COUNTY OF Yellowstone)

The foregoing instrument was acknowledged before me chis 18thday of February, 1989, by Wayne H. Chestnut as Chairman of General Hydrocarbons, Inc., on behalf of said corporation.

Witness my hand and official seal.
My Commission expires:
10/15/1990

Notary Public Billings, Montana

SEAL

STATE OF Montana)
)ss.
COUNTY OF Yellowstone)

The foregoing instrument was acknowledged before me this 18th day of February, 1989, by Wayne H. Chestnut Chairman General Hydrocarbons, Inc., as managing gen partner of General Hydrocarbons 1980 Oil & Gas Program, a Montana limited partnership.

Witness my hand and official seal.
My Commission expires:
10/15/1990

SEAL

Notary Public Billings, Montana

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ _____ as _____ partner of Guaranty Capital Investors, Ltd., a Montana limited partnership.

Witness my hand and official seal.
My Commission expires:

_____

_____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Jordan R. Smith as attorney in fact for L. Clark Kiser.

Witness my hand and official seal.
My Commission expires:

_____

_____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Jordan R. Smith as attorney in fact for Halstead Exploration, Inc.

Witness my hand and official seal.
My Commission expires:

_____

_____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Jordan R. Smith as attorney in fact for RWF Energy, Inc.

Witness my hand and official seal.
My Commission expires:

_____

_____
Notary Public

[redacted] SEAL [redacted] [redacted]

[redacted] [redacted] Federal # 1 Well, Lease [redacted] Pag[redacted]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by _____ as _____partner of General Hydrocarbons 1980 Oil & Gas Program, a Montana limited partnership.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of January, 19 89, by David E. Kelm, President, Dakel Co., as Managing General partner of Guaranty Capital Investors, Ltd., a Montana limited partnership.

Witness my hand and official seal.
My Commission expires:
Jan. 20, 1991

Patricia M. Eikos
Notary Public Patricia M. Eikos

PATRICIA M. EIKOS
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Comm. Exp. Jan. 20, 1991

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by Jordan R. Smith as attorney in fact for L. Clark Kiser.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by Jordan R. Smith as attorney in fact for Halstead Exploration, Inc.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by Jordan R. Smith as attorney in fact for RWF Energy, Inc.

Witness my hand and official seal.
My Commission expires:

_____ _____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ as _____ partner of General Hydrocarbons 1980 Oil & Gas Program, a Montana limited partnership.

Witness my hand and official seal.
My Commission expires:

_____

_____
Notary Public

SEAL

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ as _____ partner of Guaranty Capital Investors, Ltd., a Montana limited partnership.

Witness my hand and official seal.
My Commission expires:

_____

_____
Notary Public

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 19 89, by Jordan R. Smith as attorney in fact for L. Clark Kiser.

Witness my hand and official seal.
My Commission expires:
May 13, 1992

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

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 19 89, by Jordan R. Smith as attorney in fact for Halstead Exploration, Inc.

Witness my hand and official seal.
My Commission expires:
May 13, 1992

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

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 19 89, by Jordan R. Smith as attorney in fact for RMT Energy, Inc.

Witness my hand and official seal.
My Commission expires:
May 13, 1992

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

[redacted] Federal [redacted]-31 well, [redacted] 791
f 9

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 1989, by Jordan R. Smith as attorney in fact for Alumenco, Inc.

Witness my hand and official seal.

My Commission expires:
May 13, 1992

Notary Public
6892 South Spotswood Street
Littleton, Colorado 80120

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 1989, by Jordan R. Smith as attorney in fact for the D & R Energy Program 1980B Limited Partnership.

Witness my hand and official seal.

My Commission expires:
May 13, 1992

Notary Public
6892 South Spotswood Street
Littleton, Colorado 80120

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 1989, by Jordan R. Smith as attorney in fact for the Plaza Energy Corporation.

Witness my hand and official seal.

My Commission expires:
May 13, 1992

Notary Public
6892 South Spotswood Street
Littleton, Colorado 80120

SEAL

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of February, 1989, by Jordan R. Smith as attorney in fact for the Energetics '80 Stroh Limited Year-End Partnership.

Witness my hand and official seal.

My Commission expires:
May 13, 1992

Notary Public
6892 South Spotswood Street
Littleton, Colorado 80120

SEAL

176

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.
WYW118696

Lease Effective Date
(Anniversary Date)
1-1-90

New Serial No.

Red Canyon
0058424-000

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, 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 (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 31 North - Range 114 West Section 5: Lot 4, SW/4NW/4, NW/4SW/4, S/2S/2. Section 8: NE/4, S/2. Section 17: ALL Section 20: ALL Sublette County, Wyoming Containing 2041.15 acres, more or less.	100%	100%	NONE	NONE	NONE

228833

RECORDED May 10 19 90 2:15 P M
IN BOOK 86 O&G PAGE 176
FEES $8.00 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 APR 01 1990

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

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAR 2 9 1990
(Date)

FOR ASSIGNEE

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 [redacted]nal assignee(s) on reverse of this form or on a separat[redacted] attached sheet of [redacted]
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted]

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.: WYW118696

Lease Effective Date (Anniversary Date): 1-1-90

New Serial No.:

Red Canyon
0058424-000

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, 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

MAR 2 9 1990

NOTICE

Attached is the approved record title assignment of oil and gas lease WYW-118696
Annual rental payment: $3063
Due annually on or before lease anniversary date of: Jan. 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 approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective APR 01 1990

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAR 2 9 1990
(Date)

FOR ASSIGNEE

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.

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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.

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

The foregoing instrument was acknowledged before me this 31st day January, 1990, by Eric McGlone, as President, of Mountain States Fuels, Inc..

WITNESS my hand and official seal.

My Commission Expires:

NOTARY PUBLIC

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 31st day of January, 19 90

Name of Assignor as shown on current lease Mountain States Fuels, Inc.
Please type or print

Assignor _____
(Signature)

Attorney-in-fact Eric McGlone, President

P.O. Box 2331
(Assignor's Address)

Littleton, Colorado 80161
(City) (State) (Zip Code)

Executed this 7th day of February, 19 90

Enron Oil & Gas Company

Assignee or Attorney-in-fact _____
(Signature)
D. Weaver (Signature) Agent & 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 r[redacted]ns as to any matter within its jurisdiction.

Form 3000-3
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

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-106177

Lease Effective Date
(Anniversary Date)
November 1, 1987

New Serial No.

0058551-000 (Lease Issued) 0180

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Enron Oil & Gas Company
P.O. Box 1188
Houston, Texas 77251-1188

*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
T. 30 North, R. 112 West, 6th P. M. Sec. 15: NW¼NW¼ Sec. 17: N½NW¼ (less 1.37 acres, more or less, in reservoir R/W E-02052) Sec. 20: W½E½, SE¼NW¼, NE¼SW¼ Containing 358.63 acres, more or less Sublette County, Wyoming	100%	100%	None	-0-	5% of 8/8

228834

RECORDED May 10 1990 at 2:15 P M
IN BOOK 86 of G PAGE 179
FEES $8.00 Mora L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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 APR 01 1990

☐ Assignment approved for attached land description

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

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAR 29 1990
(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 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 lan is 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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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-106177

Lease Effective Date
(Anniversary Date)
November 1, 1987

New Serial No.

0058'551-000 (W-5 ESA-A) 0180

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, Texas 77251-1188

*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
T. 30 North, R. 112 West, 6th P. M. Sec. 15: NW¼NW¼	100%	100%	None	-0-	5% of 8 '8

NOTICE

MAR 2 9 1990

Attached is the approved record title assignment of oil and gas lease WYW-106177
Annual rental payment: $359
Due annually on or before lease anniversary date of: Nov. 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.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective APR 01 1990

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAR 2 9 1990
(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 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 lan is 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.

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

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

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.

NOTICE

The Privacy Act of 1974 and the regulation in 43 C.F.R. 2.48(d) provide that you be furnished the following information in connection with information [illegible]

State of Colorado

County of Jefferson

The foregoing instrument was acknowledged before me by
S. Burritt Boynton General Partner of Perma Land Company
this 19th day of December, 1989.

Witness my hand and official seal.

My Commission Expires: 8-11-93

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of February, 1990, 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 80202-2634

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 [illegible]

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 19th day of December, 1989

Name of Assignor as shown on current lease Perma Land Company
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact S. Burritt Boynton
(Signature)

355 Union Blvd., Ste. 300
(Assignor's Address)

Lakewood, Colorado 80228
(City) (State) (Zip Code)

Executed this 20 day of February, 1990

Enron Oil & Gas Company

Assignee _____
(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.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988—473-016/95011

546045
Effective 11-86
Form ML-2
(revised 4-89)

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Green River Bend
50322-00

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 0-22646, **effective** January 16, **19** 58, **described completely as follows:** Township 26 North, Range 113 West, 6th PM Section 1: All, more particularly described as follows: Beginning at corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains, to the point of beginning.

County Lincoln **Total Acres** 656.71

ASSIGNOR, CHEVRON U. S. A. INC.

with address at P. O. Box 5050, San Ramon, CA 94583

being the owner of _____ /percent/ (undivided leasehold/divided leasehold/overriding royalty) the undivided leasehold and overriding royalty **interest in this lease, described more particularly** ~~xxxx~~ on the attached exhibit.

228842

RECORDED May 10 1990 2:50 PM
IN BOOK 86 O&G PAGE 182
FEES 10.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Mary Riley

for good and valuable consideration, hereby assigns to:

(1) ENRON OIL & GAS COMPANY, **assignee, with address at:** 1801 California Street, Suite 3400, Denver, CO 80202-2634, _____ **percent interest in the lease:** 12.5 **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 -0- **percent of full leasehold interest), insofar as it covers the following described land:**

Township 26 North, Range 113 West, 6th PM
Section 1: All, more particularly described as follows: Beginning at Corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains to the point of beginning.

All depths and formations below the top of the Hilliard formation, encountered at a depth of 3,370' in the Belco Petroleum Corporation Green River Bend Unit No. 8 well.

Township 26 North, Range 113 West, 6th PM
Insofar as lease covers
Section 1: SE/4NW/4

All depths from the surface to the stratigraphic equivalent of 2,513' as determined on the IES Log of the Chandler & Associates GRBU T-82-1 well located in the SE/4 NW/4 of Section 1, Township 26 North, Range 113 West, 6th PM

Lincoln County, Wyoming

TO [redacted] AND TO HOLD unto assignee, [redacted] successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 18th day of June, 1990

CHEVRON U.S.A. INC.

Assignor - Lessee

WITNESS:

By: O.F. Baldwin II

Title: Assistant Secretary

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____ }
County of _____ } ss.

On this ____ day of _____, 19 ___, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

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

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of California)
County of Contra Costa) ss

On APR 18 1990, before me, PEGGY L. DE PIAZZA, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared O.F. BALDWIN II, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be Assistant Secretary of CHEVRON U.S.A. INC., the Corporation described in and that executed the within instrument, and also known to me to be the person(s) who executed it on behalf of the said Corporation therein named, and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
PEGGY L. DE PIAZZA
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires Oct. 13, 1992

Notary Public in and for the County of Contra Costa, State of California

LD-192 (5-89)
Printed in U.S.A.

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. 0-22646

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest is a citizen of the United States. Assignee certifies that applicable filings with Secretary of State for qualification to transact business in the State of Wyoming h been effected, and approved by that office.

Assignee is an ___ Individual
___ General Partnership
___ Limited Partnership
XX Corporation

Assignee, excepting overriding royalty interests, agrees that, upon approval of th assignment by the Commissioner of Public Lands, assignee will be bound by the terms a conditions of the lease described herein as to the lands covered by this assignmen including but not limited to, the obligation to pay all rentals and royalties due a accruing to said lease, to properly abandon all wells, to restore the leased land up completion of any operations as prescribed in the lease, and to furnish and maint such bond as may be required by the lessor to assure compliance with the terms a conditions of the lease and the applicable rules and regulations of the Board of Lar Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rent payments, royalty payments, and correspondence, Item 9, Page 4:

Name: _____

Address: _____

_____

Enron Oil& Gas Company Telephone: _____

D. Weaver,
Agent & Attorney-in-Fact
Assignee's Signature

1801 California Street, Ste. 3400,
Assignee's Address

April 19, 1990
Date

Assignee's Signature

Denver, Co. 80202
Assignee's Address

Date

Assignee's Signature

Assignee's Address

Date

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

Assigned Portion: _____ Retained Portion: _____

_____ _____

Company: _____ Company: _____

Address: _____ Address: _____

_____ _____

Telephone: _____ Telephone: _____

Accepted By: _____ Accepted By: _____

Exhibit Attached to and made a part of
Oil and Gas Lease Interest Assignment
Serial No. O-22646

100% Undivided Leasehold Interest in:

Township 26 North, Range 113 West, 6th P.M.
Section 1: All, more particularly described as follows: Beginning at Corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains, to the point of beginning;
LESS AND EXCEPT SE/4 NW/4 of said Section, limited fromthe surface to the top of the Hilliard formation, as encountered at a depth of 3370' in the Belco Petroleum Corporation Green River Bend Unit No. 8 well, AND

Section 1: SE/4 NW/4

Limited from the stratigraphic equivalent of 2513', as determined on the IES log of the Chandler & Associates GRBU-T-82-1 well located in the SE/4 NW/4 of Section 1, T26N, R113W, to the top of the Hilliard formation, as encountered at a depth of 3,370' in the Belco Petroleum Corporation Green River Bend Unit No. 8 well, and

12.5% Overriding Royalty Interest in:

Township 26 North, Range 113 West, 6th P.M.
Section 1: All, more particularly described as follows: Beginning at Corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains, to the point of beginning.

All depths and formations below the top of the Hilliard formation encountered at a depth of 3370' in the Belco Petroleum Corporation Green River Bend Unit No. 8 well.

Township 26 North, Range 113 West, 6th P.M.
Insofar as lease covers Section 1: SE/4 NW/4

All depths from the surface to the stratigraphic equivalent of 2513' as determined on the IES log of the Chandler & Associates GRBU T-82-1 well located in the SE/4 NW/4 of Section 1, Township 26 North, Range 113 West.

Lincoln County, Wyoming

546045
Effective 11-86
Form NL-2
(revised 4-89)

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Green River Bend
50322-000

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 0-22646, **effective** January 16, **19** 58, **described completely as follows:** Township 26 North, Range 113 West, 6th PM Section 1: All, more particularly described as follows: Beginning at corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains, to the point of beginning.

County Lincoln **Total Acres** 656.71

ASSIGNOR, CHEVRON U. S. A. INC.

with address at P. O. Box 5050, San Ramon, CA 94533

being the owner of _____ /percent/ (undivided leasehold/divided leasehold/overriding royalty) the undivided leasehold and overriding royalty **interest in this lease, described more particularly** ~~xxxx~~ on the attached exhibit.

228843

RECORDED May 10 1990 2:50 PM
IN BOOK 86 O&G PAGE 186
FEES 10.00 May L. Lacy Fee
COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Liley

for good and valuable consideration, hereby assigns to:

(1) ENRON OIL & GAS COMPANY, **assignee, with address at:** 1801 California Street, Suite 3400, Denver, CO 80202-2634, _____ **percent interest in the lease:** 12.5 **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 -0- **percent of full leasehold interest), insofar as it covers the following described land:**

Township 26 North, Range 113 West, 6th PM
Section 1: All, more particularly described as follows: Beginning at Corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains to the point of beginning.

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Township 26 North, Range 113 West, 6th PM
Insofar as lease covers
Section 1: SE/4NW/4

All depths from the surface to the stratigraphic equivalent of 2,513' as determined on the IES Log of the Chandler & Associates GRBU T-82-1 well located in the SE/4 NW/4 of Section 1, Township 26 North, Range 113 West, 6th PM

Lincoln County, Wyoming

TO [redacted] AND TO HOLD unto assignee, [redacted] successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 1st day of June, 1990

CHEVRON U.S.A. INC.

Assignor - Lessee

WITNESS:

By: O.F. Baldwin II
Title: Assistant Secretary

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19 ___, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19___.

Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of California)
County of Contra Costa) ss

On APR 18 1990, before me, PEGGY L. DE PIAZZA, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared O.F. BALDWIN II, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be Assistant Secretary of CHEVRON U.S.A. INC., the Corporation described in and that executed the within instrument, and also known to me to be the person(s) who executed it on behalf of the said Corporation therein named, and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
PEGGY L. DE PIAZZA
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Commission expires: Jan 13 1992

Notary Public in and for the County of Contra Costa, State of California

OFFICIAL SEAL
PEGGY L. DE PIAZZA
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My commission expires: Jan 13, 1992

LO-192 (5-89)
Printed in U.S.A.

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. 0-22646

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ___ Individual
___ General Partnership
___ Limited Partnership
XX Corporation

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: _____

Address: _____

_____

Telephone: _____

Enron Oil & Gas Company

_____
Assignee's Signature D. Weaver,
Agent & Attorney-in-Fact

1801 California Street, Suite 3400 Denver, Colo. 80202
Assignee's Address

April 19, 1990
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

Exhibit Attached to and made a part of
Oil and Gas Lease Interest Assignment
Serial No. O-22646

100% Undivided Leasehold Interest in:

Township 26 North, Range 113 West, 6th P.M.
Section 1: All, more particularly described as follows: Beginning at Corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains, to the point of beginning;
LESS AND EXCEPT SE/4 NW/4 of said Section, limited fromthe surface to the top of the Hilliard formation, as encountered at a depth of 3370' in the Belco Petroleum Corporation Green River Bend Unit No. 8 well, AND

Section 1: SE/4 NW/4

Limited from the stratigraphic equivalent of 2513', as determined on the IES log of the Chandler & Associates GRBU-T-82-1 well located in the SE/4 NW/4 of Section 1, T26N, R113W, to the top of the Hilliard formation, as encountered at a depth of 3,370' in the Belco Petroleum Corporation Green River Bend Unit No. 8 well, and

12.5% Overriding Royalty Interest in:

Township 26 North, Range 113 West, 6th P.M.
Section 1: All, more particularly described as follows: Beginning at Corner No. 1 of Lot 37, thence south along the twp. line 81.60 chains, thence west 80.45 chains, thence north along the twp. line 81.91 chains, thence east along the twp. line 80.47 chains, to the point of beginning.

All depths and formations below the top of the Hilliard formation encountered at a depth of 3370' in the Belco Petroleum Corporation Green River Bend Unit No. 8 well.

Township 26 North, Range 113 West, 6th P.M.
Insofar as lease covers Section 1: SE/4 NW/4

All depths from the surface to the stratigraphic equivalent of 2513' as determined on the IES log of the Chandler & Associates GRBU T-82-1 well located in the SE/4 NW/4 of Section 1, Township 26 North, Range 113 West.

Lincoln County, Wyoming

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING :
COUNTY OF SUBLETTE :

THIS ASSIGNMENT AND BILL OF SALE, dated this 15th day of April 1990, but effective as of 12:01 a.m. at the location of the properties on May 1, 1990, between TYL Oil, whose mailing address is P.O. Box 2191, Canon City, Co. 81212, hereinafter referred to as "Assignor" and Aetna Petroleum Corp., whose mailing address is P.O. Box 17006-T.A, Denver, CO. 80217 hereinafter referred to as "Assignee".

Recitals

1. Assignor owns an interest in the oil and gas wells located on the leases and lands described on Exhibit A attached hereto and made part hereof (the "wells", "leases", and "lands", respectively).

2. Attached to exhibit A is a preamble to exhibit A which Preamble is specifically made a part hereof.

3. Assignor owns an interest in certain personal property and fixtures used in connection with the operation of the leases and wells (the "Equipment"), including, but not limited to, all lease equipment, tanks, and all other equipment, appurtenance, fixtures and property of every kind and character, movable or immovable, used in connection with operating the wells; the Equipment does not include any tools, vehicles or other equipment temporarily located on the well site.

4. Assignor's interest in the leases and wells is subject to the rights and obligations existing under all contract pertaining to the wells (the "Contracts"), including, but not limited to, rights-of-way, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, assignments, purchase and sale agreements, tax partnerships, disposal agreements, injection agreements, gas sale contracts, gas processing contracts and other instruments and agreements, reguardless of whether such contracts are filed of record in the county where the wells or leases are located.

5. Assignor is entitled to recieve oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, and other minerals, to the extent produced from the wells and saved prior to the effective date and the payments, accounts and proceeds from the sale of all the foregoing (the "Production").

6. To the extent Assignor maintains files, records, data and other sources of information reguarding the wells, the equipment, the contracts, and the production, (the "Data"), Assignee may review said data in Assignor's offices described above at

228875

RECORDED May 14 '90 3:10 PM
IN BOOK 86 Or G PAGE 190
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]asonable times during b[redacted]ss hours upon reasonable [redacted]ice to Assignor. The data for purposes hereof shall not include any confidential internal correspondence or other records, and shall not include any information which, if disclosed, would cause Assignor to breach any contract or agreement. Assignor shall be under no obligation to provide information or files which it does possess nor to supplement its files or available information.

7. Assignee enters into this transaction based upon soley its own due diligence efforts and not in reliance upon any representations by Assignor.

The leases, land, wells, equipment, contracts, production and data are collectively referred to as the "Properties".

CONVEYANCE

For One Hundred Dollars ($100) and other good and valuable consideration, the reciept and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, all assignors right, title and interest in and to the properties as specified and limited in Exhibit A attached hereto, as of the Effective time, to have and hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title to the Properties, either express or implied, and is made without warranty of quantity or quality of interest, reguardless of any language in Exhibit A referencing entitlements.

ASSIGNOR MAKES NO EXPRESSED OR IMPLIED WARRANTIES OR REPRESENTATION AS TO THE QUALITY, MERCHANTABLITY, OR FITNESS OF THE PROPERTIES FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE PROPERTIES "AS IS", "WHERE IS", "WITH ALL FAULTS", IN PRESENT CONDITION AND STATE OF REPAIR.

Assignee shall bear all costs and liabilities associated with the plugging and abandoning of the wells and shall hold assignor harmless from any and all claims araising out of or associated with the plugging and abandonment thereof. The wells shall be plugged and abandoned in accordance with the rules and regulations of any governmental body asserting jurisdiction over the lands on which the well is located.

This Assignment and Bill of Sale is subject to, and Assignee shall assume, the obligations of all the Contracts and data.

This instrument binds the parties and their successors and assigns. Assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions and stipulations contained herein and within the contracts affecting the properties conveyed herein, and contained within the leases, and agrees to comply with the rules and regulations of any governmental body asserting jurisdiction over the lands on which any wells conveyed hereby are located.

Executed this 15th day of April 1990 ,

Mark J. Mourne

Assignor (TXL Oil Owner) Mark J. Mourne

Clive R. Hadden

ASSIGNEE Clive R. Hadden

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STATE OF COLORADO :
COUNTY OF FREMONT :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of April 1990, personally appeared M.J. Mourne aka/TYL Oil, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and offical seal the day and year last above stated.

Jana L Noak
Notary Public
Jana L. Noak

My Commission Expires: 9-18-90

STATE OF Colorado :
COUNTY OF Arapahoe :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18 day of April 1990 personally appeared Clyde R Hadden, ~~to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.~~ President of Hetna Petroleum Corp.

IN WITNESS WHEREOF, I have hereto set my hand and offical seal the day and year last above stated.

Charles A Reeder
Notary Public Charles E. Reeder

My Commission Expires: 8-10-1992

CHARLES E. REEDER NOTARY PUBLIC STATE OF COLORADO

[redacted] TO ASSIGNMENT A[redacted]L OF SALE [redacted]

EFFECTIVE May 1, 1990 AT 12:01 A.M.

P R E A M B L E

1. This Exhibit "A" sets forth the description of the properties covered by the Assignment and Bill of Sale dated effective May 1, 1990, at 12:01 A.M. at the location of the properties. The Exhibit "A" includes this Preamble.

2. The inclusion in this Exhibit "A" of certain well names shall not diminish, limit or otherwise affect the nature or the quantum of the interest in the properties conveyed by assignor in this Assignment. Well names are included in this Exhibit "A" soley for the convenience of the parties.

3. This Exhibit "A" is organized on a county-by-county (or parish-by-parish) basis. To the extent that the land descriptions on this Ehhibit "A" may be incomplete, incorrect or not legally sufficient, the intent of the assignor is to convey to assignee all of assignor's right, title and interest, unless specific words of limitation are shown on the attached Exhibit "A".

4. When used in this agreement, the terms listed below shall have the following meanings:

(A) "APO" means After payout as calculated and determined in accordance with the assignments, documents, instruments, agreements, and operating agreements, if any, that affect the relevant property.

(b) "BPO" means Before Payout as calculated and determined in accordance with the assignments, documents, instruments, agreements, and operating agreements, if any, that affect the relevant property.

(c) "NRI" means that portion of production of hydrocarbons from a well attributable to assignor's Working Interest in the well after deducting all royalities, overriding royalities, production payments or other burdens on or measured by production, execpt ad valorem, production, severance, gathering, windfall profits tax act and other similar taxes.

(d) "OCC" means the Oklahoma Corporation Commission.

(e) "ORI" means a portion of production of hydrocarbons from a well which bears none of the costs of expenses of exploration, drilling, development, operating or producing hydrocarbons from such well.

(f) "RI" means a Mineral Interest that is subject to an oil, gas and mineral lease.

(g) "Working Interest" or "Wi" means an interest of which is determind the cost bearing percentage of Assignor of the expense of exploring, drilling and operating for and production of hydrocarbons from a well.

(h) "Unit Operating Interest" and "operating Interest" as used herein with respect to a unit, pool or other communitized area shall mean the interest in and to the full and entire unitized interest created under and by virtue each of the unitization, pooling or similar agreements whether or not described herein and all rights of every kind and character appurtenant thereto or arising therefrom insofar as the said interest in said unitized, pooled or other interest is burdened with the obligation to bear and pay cost of operations for such unitized, pooled or communitized area, without reguard to any valid lessor's royalties, overriding royalties or similar burdens.

(i) "Well Bore" means interest only in the well bore hole and the equipment on site. No Mineral or leasehold interest is transfered outside of the bore hole of the well assigned.

5. Unless provided otherwise, all recording references in Exhibit "A" are to the offical real property records in the county or counties/parish or parishes where the lands covered by the leases are located and in which oil, gas and mineral leases or assignments or other instruments are orin the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

END OF PREAMBLE TO EXHIBIT "A"

Assignor's right, title and interest in and to the leasehold estate created by the following described lease:

Lessor: C. Ward Chase

Lessee: Universal Resources Corporation

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands located within:

Township 30 North, Range 113 West
Section 20: NE/4 NW/4 WELLBORE ONLY

Containing 40 **acres, more or less.**

The recording reference is to the records of Sublette **County,** Wyoming.

The interest Assignor entitles the owner thereof to the following interest in the Christmann URC #1-20 WellBore:

	BPO	APO
Operating Interest WELLBORE	2.5000%	2.5000%
Net Revenue Interest WellBore	1.7500%	1.7500%

Return to: EBCO Auctioneers
P.O. Box 22177
Oklahoma City, OK 73123

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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

WHEREAS, Jerry M. Kirby Assignor, (whose address is 707 Hollywood Ave, Dallas Texas 75208), for value received from and paid by Millman Puplar Interests, (whose address is 800 Augusta, #370, Houston Tx. 77057, Assignee, has BARGAINED, SOLD, TRANSFERRED and ASSIGNED and by these presents does BARGAIN, SELL, TRANSFER and ASSIGN unto said Assignee, all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and made a part hereof, together with all of Assignor's right, title and interest in and to all personal property and equipment located thereon or used in connection therewith. This ASSIGNMENT, BILL OF SALE AND CONVEYANCE is subject to all rights and obligations under any existing Contracts and Agreements that may predate this Assignment but which may affect the leasehold estate and property herein conveyed.

Assignee shall assume all obligations associated with the plugging and abandonment of the wells on the assigned premises at its sole cost, risk and expense. Plugging and abandonment of said wells shall be performed in accordance with the rules and regulations of any Governmental Body asserting jurisdiction over the lands on which said wells are located.

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE is made without warranty of title to the property herein conveyed, either express, implied or statutory and shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this instrument on the 13th day of April, 1990 but effective for all purposes at 7:00 A.M. on May 1, 1990.

228877

RECORDED May 14, 1990 4:00 PM
IN BOOK 86 O&G PAGE 195
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

ASSIGNOR:

Jerry M. Kirby
Jerry M. Kirby

STATE OF TEXAS *
*
*
COUNTY OF DALLAS *

This instrument was acknowledged before me on the 13th
day of April, 1990 by Jerry M. Kirby.

Jean J. Knight
Notary Public - State of Texas

My Commission Expires:

Nov. 30, 1993



EXHIBIT 'A'

LP815)
ATE - 49 WYOMING
UNTY- 035 SUBLETTE
ODUCING PROPERTY NO.- 53168
[redacted]CING PROPERTY NAME- YOSI CATTLE 40-35

	LEASE	LESSOR	LESSEE	DATE	VOLUME	PAGE	
25	36020-00	USA #W-54471	ANGELO J. LIBERATORE	9/01/76 T-28N	R-112W		
				SEC 35:	E/2 SE, SW SE		(ABOVE 9,300') (BELOW 9,300')
25	36020-01	U.S.A. #W-54471	ANGLO J. LIBERATORE	9/01/76 T-28N SEC 35:	R-112W E/2 SE, SW SE (SURF TO 9300')		

[redacted]

[redacted]

34
34-

191

954225
947435
947465
Game Hill Area

198

228925

INSTRUMENT OF SURRENDER

RECORDED May 17 1990 2:30 PM
IN BOOK 86 O1G PAGE 198
FEES 6.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Jean Riley

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned are the present record owners and holders of the following oil and gas lease recorded in Sublette County, State of Wyoming.

TXO's
lease #'s

	Lessor	Date of Lease	Recorded Book	Page	Description
511846	USA W-52396	11-1-75	71	800	T36N-R114W-6th P.M. Sec. 6: S/2NE/4
513601	USA W-21431	12-1-69	81	420	T36N-R115W-6th P.M. Sec. 11: All Sec. 12: All Sec. 13: N/2, SW/4, N/2SE/4 SW/4SE/4 Sec. 14: All
42654	USA W-21430	12-1-69	46	343	T36N-R115W-6th P.M. Sec. 1: All Sec. 2: 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, the undersigned, as Lessee, do hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of their right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

This Instrument may be executed in any number of counterparts and shall be binding on each party signing with the same force and effect as if all parties hereto had signed the same document.

DATED the 14th day of February, 1990.

TXO PRODUCTION CORP.

By _____
Senior Vice President

CHEVRON U.S.A. INC.

By _____
Assistant Secretary

PACIFIC ENTERPRISES OIL CO.

By _____

STATE OF CALIFORNIA)
) SS
COUNTY OF CONTRA COSTA)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared _____ 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 February, 1990.

My commission expires:

March 5, 1993

Anita Pilcher Blake
Notary Public

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of May, 1990, by Stephen G. Tillman, Attorney-in-Fact of TXO Production Corp.

My Commission Expires:

2/20/93

Notary Public
Residing at:
Elizabeth, Colorado

Return To:
TXO PRODUCTION CORP.
First City Center
1700 Pacific Ave. LB 10
Dallas, Texas 75201-4696

200

$6.00

RECORDED ....May 14, 1990 ....9A..M.
IN BOOK 285PR PA 521 ...R, WYO.
NO. 717376 ELIZABETH C. WADE, CLERK

ASSIGNMENT AND QUITCLAIM DEED

521

KNOW ALL MEN BY THESE PRESENTS that Martha A. Higgins, in conformity with the terms of a certain Declaration of Trust dated the 30th day of March, 1989, of the County of Laramie, State of Wyoming, and in consideration of Ten Dollars ($10.00) and other good and valuable consideration to her in hand paid, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever assigned and quitclaimed, and by these presents does for her heirs, executors and administrators, remise, release and forever assign and quitclaim unto Martha A. Higgins, Trustee under that certain trust agreement entitled the Martha A. Higgins Revocable Trust Agreement dated March 30, 1989, and her successor or successors in Trust, as that said trust is evidenced in writing and executed by the Settlor that same date, and assigns forever, all such right, title, interest, property, possession, claim and demand as she may have or ought to have, in any and all mineral interests or overriding royalty interests whatsoever in the following-described property located in Lincoln and Sublette Counties, State of Wyoming:

Township 27 North, Range 112 West, 6th P.M.
Section 7: E1/2
Section 18: E1/2
Section 19: E1/2

Said trust instrument confers upon the Grantee, Trustee therein, all powers set forth in the Wyoming Uniform Trustees Power Act, W.S. §4-8-101 to 110, inclusive.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

TO HAVE AND TO HOLD said premises unto said Martha A. Higgins, Trustee, and her successor trustees and assigns, to her and their own proper use and behoof forever. So that neither Martha A. Higgins or any other person in her name or behalf shall or will hereafter claim or demand any right of title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

The purpose of this instrument is to clarify any question concerning legal descriptions which might arise from prior Quitclaim Deeds previously recorded in the Sublette County Clerk's Office on April 17,

228959

RECORDED May 21 1990 9:10 A.M
IN BOOK 86 O&G PAGE 200
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLE[redacted]

1989 in Book 9, Pages 50-53, and in the Lincoln County Clerk's Office on April 5, 1989 in Book 272PR, Pages 143-146. By this instrument, Martha A. Higgins has conveyed any and all of her interest whatsoever in the above-described lands to Martha A. Higgins, Trustee of the Martha A. Higgins Revocable Trust dated March 30, 1989, and her successors in trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of May, 1990.

Martha A. Higgins
Martha A. Higgins

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Martha A. Higgins this 10th day of May, 1990.

Witness my hand and official seal.

Lynette E. Sleyderhose
Notary Public

SEAL — Lynette E. Sleyderhose - Notary Public, County of Laramie, State of Wyoming, My Commission expires July 12, 1992

202

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF Wyoming

COUNTY OF Sublette

This Conveyance, Assignment and Bill of Sale, executed as of MAR 26, 1990 (the "Conveyance"), from Enstar Corporation (successor by merger to C & K Petroleum, Inc. and Enstar Petroleum, Inc. [formerly McAlester Fuel Company]) formerly doing business as Enstar Petroleum Company, a division of Enstar Corporation, a Delaware corporation ("Grantor"), whose address is 1330 Post Oak Boulevard, Houston, Texas 77056 Attention: General Counsel, to Union Texas Development Corporation, a Delaware corporation ("Grantee"), whose address is 1330 Post Oak Boulevard, Houston, Texas 77056, is delivered and effective on MAY 1, 1990 (the "Closing Date");

WITNESSETH:

WHEREAS, Grantor has agreed to convey certain assets, properties and rights to Grantee pursuant to the Agreement and Plan of Reorganization of Enstar Corporation, dated December 22, 1989 (the "Reorganization Agreement"), among the Grantor, the Grantee and certain other parties set forth in the preface therein, which Reorganization Agreement is incorporated by reference as though set forth in its entirety herein; and

WHEREAS, Grantee has agreed to receive such assets, properties and rights from Grantor pursuant to the terms of the Reorganization Agreement;

228976

RECORDED May 21 1990 2:15 PM
IN BOOK 86 O:G PAGE 202
FEES $ 37.75 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

NOW THEREFORE, in consideration of Ten Dollars in cash and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound by the terms hereof, covenant and agree as follows:

ARTICLE I

Conveyance of Assets

1.1 Conveyance to Grantee. Grantor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER and DELIVERS unto Grantee all right, title and interest of Grantor in and to all of the following:

(a) The undivided interests in and to the entire estates created by the oil and gas leases, lands, fee interests, properties and interests described or referred to in Exhibit "A" attached hereto (including, but not limited to, all undivided leasehold interests and estates, mineral interests, royalty and overriding royalty interests, production payments and net profits interests), together with any and all existing rights to acquire any of the foregoing; and

(b) The presently existing and valid unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby (including, but not limited to, all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to or affect any of the leases, properties and interests of Grantor described or referred to in paragraph (a) of this Section 1.1 and the production of oil and gas attributable to

said leases, properties and interests and other minerals and products produced in association therewith; and

(c) The presently existing and valid oil, casinghead gas and gas sales, purchase, exchange, transportation and processing contracts; operating agreements; joint venture agreements; partnership agreements and other contracts, agreements and instruments that relate to any of the leases, properties and interests of Grantor described or referred to in paragraph (a) of this Section 1.1, or any unit or units in which part or parts of such leases, properties or interests may be included, or to the exploration, development or production of oil and gas from or attributable to said leases, properties and interests or such unit or units and other minerals and products produced in association therewith; and

(d) The easements, permits, licenses, servitudes, rights-of-way, surface leases, surface rights, personal property, improvements and equipment, (including, but not limited to, any wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, gas processing plants and facilities, machinery, power lines, telephone and telegraph lines, roads and other appurtenances, easements and facilities), used or obtained in connection with the exploration, development, operation or maintenance of the leases, properties and interests described in paragraphs (a), (b), and (c) of this Section 1.1, or any unit or units in which part or parts of such leases, properties or interests may be included, and used, held for use or obtained in connection with the producing, treating, processing, storing, gathering or marketing of oil and gas attributable to such leases,

properties or interests or such unit or units and other minerals and products produced in association therewith; and

(e) Subject to the provisions of the Agreement Regarding Seismic Data of even date herewith among the Grantor and certain other parties, the technical information in the possession of Grantor, including all geological and geophysical information, well logs, seismic and gravitational data and production records; all title and contract files (including the leases, contracts, title opinions and other materials included therein); and computer software and copies of Grantor's computer records relating or pertaining to the leases, properties and interests described in paragraphs (a), (b), (c) and (d) of this Section 1.1.

All of the assets and properties described above in Section 1.1 are herein collectively referred to as the "Assets."

TO HAVE AND HOLD the Assets, together with all and singular the rights, privileges and appurtenances in anywise belonging thereto, unto Grantee, its successors and assigns, forever.

ARTICLE II

Warranty

2.1 Warranties. This Conveyance is made expressly subject to all the terms and provisions of the Reorganization Agreement, including without limitation all representations, warranties and indemnification provisions set forth therein and in the related Assumption and Indemnification Agreement dated the date hereof.

THIS CONVEYANCE IS MADE WITHOUT ANY OTHER WARRANTY OF TITLE, EXPRESS, IMPLIED, OR STATUTORY, BUT WITH FULL SUBSTITUTION AND SUBROGATION OF THE GRANTEE, AND ALL PERSONS CLAIMING BY, THROUGH AND UNDER THE GRANTEE, TO THE EXTENT ASSIGNABLE, IN AND TO ALL COVENANTS AND WARRANTIES BY THE GRANTOR'S PREDECESSORS IN TITLE AND WITH FULL SUBROGATION OF ALL RIGHTS ACCRUING UNDER THE STATUTES OF LIMITATION OR PRESCRIPTION UNDER THE LAWS OF VARIOUS STATES IN WHICH THE ASSETS ARE LOCATED AND ALL RIGHTS OF ACTIONS OF WARRANTY AGAINST ALL FORMER OWNERS OF THE ASSETS. ANY COVENANTS IMPLIED BY STATUTE OR LAW BY USE OF THE WORD "GRANTS", OR OTHER SIMILAR WORDS, ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY THE APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER EXCEPT AS PROVIDED ABOVE.

EXCEPT AS PROVIDED IN THIS CONVEYANCE AND THE REORGANIZATION AGREEMENT, THE ASSETS ARE ASSIGNED TO GRANTEE "AS-IS", "WHERE-IS", "WITH ALL FAULTS", AND WITHOUT RECOURSE, COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, GRANTOR EXPRESSLY DISCLAIMS AND NEGATES AS TO ALL PERSONAL PROPERTY, IMPROVEMENTS AND FIXTURES (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF

FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS WARRANTY AS TO CONDITION AND (D) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

ARTICLE III

Miscellaneous

3.1 Further Assurances. Grantor covenants and agrees to execute and deliver or cause to be executed and delivered to Grantee any additional instruments of assignment or other documents and take such other action (including the correction by amendment of any errors which may exist in any Exhibit referenced herein) as may be necessary or appropriate to effectuate the terms of this Conveyance, including without limitation, actions reasonably required to vest effectively in Grantee record title to the Assets consistent with the Reorganization Agreement and to put Grantee in actual possession and operating control of the Assets to the same extent as Grantor was theretofore in, or was theretofore entitled to be in, actual possession or control of such Assets subject to the terms and conditions of the contracts relating thereto. Said separate assignments and this Conveyance shall, when taken together, be deemed to constitute one conveyance and assignment by Grantor of the applicable portion of the Assets as provided above, and said separate assignments do not constitute any additional conveyance or assignment of the Assets or any rights therein. Said separate assignments: (a) to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by said governmental entities and agencies; (b) are not intended to modify, and shall not modify, any of the terms, covenants and warranties set forth in the Reorganization Agreement and herein and are not intended to create and shall not create any additional covenants and warranties of or by Grantor to Grantee; and (c) shall be

deemed to contain all of the terms and provisions set forth in the Reorganization Agreement and herein, as fully and to all intents and purposes as though the same were set forth at length in said separate assignments. This Conveyance, insofar as it pertains to those of the Assets as to which said separate assignments will be executed for filing with and approval by the United States of America or any other governmental entity or agency is made and accepted subject to the approval of the United States of America or other appropriate governmental entities and agencies and to the terms of such approval, if and to the extent required by law.

There may exist certain prohibitions against the assignment of certain of the Assets without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Grantor or would result in a diminishing or termination of Grantor's rights therein. Any provision contained in this Conveyance to the contrary notwithstanding, the assignment granted pursuant to the foregoing provisions hereof shall not become effective with respect to those of the Assets, if any, affected by such a restriction unless and until such restriction is satisfied within twenty (20) years from the Closing Date hereof; whereupon the assignment granted pursuant to the foregoing provisions hereof shall become automatically effective as to such Assets as of the Closing Date without further action on the part of the Grantor.

3.2 Assignment. No party hereto shall assign this Conveyance or any part thereof without the prior written consent of the other parties.

3.3 Captions. The captions on this Conveyance are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Conveyance.

3.4 GOVERNING LAW. THIS CONVEYANCE AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF SOME OTHER JURISDICTION, WHEREIN THE ASSETS CONVEYED HEREUNDER ARE LOCATED, SHALL APPLY.

3.5 Counterparts/Recordation. This Conveyance shall be executed in one or more counterparts, each of which shall be deemed an original instrument, but all such counterparts shall constitute but one agreement. In order to facilitate recordation of this Conveyance, there are omitted from certain counterparts those property descriptions in Exhibit "A" which contain specific descriptions of Assets located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. A complete counterpart copy of this Conveyance containing all property descriptions included in Exhibit "A" is on file in the offices of Grantor and Grantee.

3.6 Gas Sales and Transportation. This Conveyance is subject to that certain Agreement Regarding Certain Natural Gas Sales and Transportation Transactions of even date among the parties hereto and certain other parties.

3.7 Severability. In the event that any one or more of the provisions of this Conveyance shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Conveyance, and same shall remain in full force and effect.

IN WITNESS WHEREOF, this Conveyance has been executed by a duly authorized officer of each of the parties hereto, all as of the Closing Date.

ATTEST:

W. G. Salmon
Assistant Secretary

[SEAL]

ENSTAR CORPORATION

By: _____
Edward S. Voisinet
Vice President

WITNESSES:

_____

_____

ATTEST:

James D. Decker
Assistant Secretary

[SEAL]

UNION TEXAS DEVELOPMENT CORPORATION

By: _____
J. M. McKinney
Vice President

WITNESSES:

_____

_____

Attention Recording Officers:
When recorded, please return to:

Michael F. Breen
Union Texas Petroleum Corporation
1330 Post Oak Boulevard
Post Office Box 2120
Houston, Texas 77252-2120

This instrument prepared by:

Thomas G. Bateman, Jr.
Andrews & Kurth
4200 Texas Commerce Tower
Houston, Texas 77002

Enstar - UTDC
Wyoming

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Edward S. Voisinet, Vice President of Enstar Corporation, a Delaware corporation, this 27 day of March, 1990.

Witness my hand and official seal.

Katrina McGee
Notary Public in and for
State of Texas

My Commission Expires: 12-16-93 Printed Name: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by J. M. McKinney, Vice President of Union Texas Development Corporation, a Delaware corporation this 26 day of March, 1990.

Witness my hand and official seal.

Judy Gurnack
Notary Public in and for
State of Texas

My Commission Expires: 10/12/91 Printed Name: JUDY GURNACK

NOTARY PUBLIC STATE OF TEXAS
JUDY GURNACK
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-12-'91

EXHIBIT A

ATTACHED TO AND MADE PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE BY AND BETWEEN ENSTAR CORPORATION AS ASSIGNOR, AND ~~UNION TEXAS DEVELOPMENT CORPORATION~~, AS ASSIGNEE.

COUNTY: SUBLETTE
FIELD:

STATE: WYOMING
PROSPECT: ANTELOPE DRAW

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	LSE DTE RECORDED
WY-01150	ST OF WY 82-0026	NORA S HARVEY	WY SUBLETTE	01/02/82
TRACT 01				
DESCRIPTION	T 32 N R 112 W			
	SEC 16 ALL			
	SEC 36 ALL			

2/3

ATTACHED TO AND MADE PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE BY AND BETWEEN ENSTAR CORPORATION AS ASSIGNOR, AND UNION TEXAS DEVELOPMENT CORPORATION, AS ASSIGNEE.

COUNTY: SUBLETTE STATE: WYOMING
FIELD: PROSPECT: DANIEL

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	LSE DTE RECORDED
WY-01154	USA W-83288	BRUCE A BLAKEMORE	WY SUBLETTE	04/01/83
TRACT 01				
DESCRIPTION	T 32 N R 111 W			
	SEC 8 N/2SE/4, SE/4SE/4			
	SEC 9 S/2			
	SEC 10 S/2SW/4			
WY-01155	USA W-82309	ROBERT P KUNKEL	WY SUBLETTE	03/01/83
TRACT 01				
DESCRIPTION	T 34 N R 111 W			
	SEC 7 W/2NE/4, SE/4NW/4, E/2SW/4			
	SEC 17 S/2			
	SEC 20 ALL			
	SEC 31 LOTS 3,4, E/2SW/4, W/2SE/4			

314

EXHIBIT A

ATTACHED TO AND MADE PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE BY AND BETWEEN ENSTAR CORPORATION AS ASSIGNOR, AND UNION TEXAS DEVELOPMENT CORPORATION AS ASSIGNEE.

COUNTY: SUBLETTE
FIELD: WILDCAT

STATE: WYOMING
PROSPECT: FOGARTY DRAW AREA

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	LSE DTE RECORDED
WY-01117	USA W-38071	JOAN CHORNEY	WY SUBLETTE	02/01/73
TRACT 01 DESCRIPTION	T 28 N R 111 W SEC 21 SW/4		WY SUBLETTE	
TRACT 02 DESCRIPTION	T 28 N R 111 W SEC 21 SE/4			
WY-01118	USA W-54466	HARRY K VEAL	WY SUBLETTE	05/01/76
TRACT 01 DESCRIPTION	T 28 N R 111 W SEC 17 NW/4, S/2 SEC 20 W/2		WY SUBLETTE	
TRACT 02 DESCRIPTION	T 28 N R 111 W SEC 17 NE/4			

9/5

EXHIBIT A

ATTACHED TO AND MADE PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE BY AND BETWEEN ENSTAR CORPORATION AS ASSIGNOR, AND UNION TEXAS DEVELOPMENT CORPORATION, AS ASSIGNEE.

COUNTY: SUBLETTE
FIELD:

STATE: WYOMING
PROSPECT: RED HILL AREA

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	LSE DTE RECORDED
WY-01143	ST OF WY 81-0285	RICHARD K FUDGE	WY SUBLETTE	04/02/81
TRACT 01				
DESCRIPTION	T 27 N R 109 W SEC 36 ALL			

2/6

EXHIBIT A

ATTACHED TO AND MADE PART OF THAT CERTAIN CONVEYANCE, ASSIGNMENT AND BILL OF SALE BY AND BETWEEN ENSTAR CORPORATION AS ASSIGNOR, AND UNION TEXAS DEVELOPMENT CORPORATION, AS ASSIGNEE.

COUNTY: SUBLETTE
FIELD:

STATE: WYOMING
PROSPECT: WHITMAN

LEASE NUMBER	LESSOR	LESSEE / STATE/COUNTY	LSE DTE RECORDED
WY-01168 TRACT 01 DESCRIPTION	ST OF WY 82-0282 T 28 N R 104 W SEC 20 SW/4NE/4 SEC 28 W/2W/2 SEC 32 SE/4SE/4	ELAINE DRUKMAN WY SUBLETTE	03/02/82
WY-01169 TRACT 01 DESCRIPTION	USA W-69834 T 28 N R 104 W SEC 28 S/2SE/4 SEC 33 W/2NE/4 SEC 34 SW/4NE/4, SE/4NW/4 SEC 35 SW/4NE/4, SE/4NW/4	JO ANN D GUEST WY SUBLETTE	01/01/80

217

947435
947465
Game Hill Area

218

228978

INSTRUMENT OF SURRENDER

RECORDED May 21 1990 3:30 P M
IN BOOK 86 OIG PAGE 218
FEES 6.00 Mary L Hanford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mari Riley

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

WHEREAS, the undersigned are the present record owners and holders of the following oil and gas lease recorded in Sublette County, State of Wyoming.

	Lessor	Date of Lease	Recorded Book	Page	Description
36371-01	USA W-52396	11-1-75	71	800	T36N-R114W-6th P.M. Sec. 6: S/2NE/4
43818-00	USA W-21431	12-1-69	81	420	T36N-R115W-6th P.M. Sec. 11: All Sec. 12: All Sec. 13: N/2, SW/4, N/2SE/4 SW/4SE/4 Sec. 14: All
43821-00	USA W-21430	12-1-69	46	343	T36N-R115W-6th P.M. Sec. 1: All Sec. 2: 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, the undersigned, as Lessee, do hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of their right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

This Instrument may be executed in any number of counterparts and shall be binding on each party signing with the same force and effect as if all parties hereto had signed the same document.

DATED the 14th day of February, 1990.

TXO PRODUCTION CORP.

By _____

PACIFIC ENTERPRISES OIL COMPANY (USA)

By _____
Joseph L. Pritchett, III Vice President

CHEVRON U.S.A. INC.

By _____
Assistant Secretary

ATTEST
BY _____
E. Dewayne Berg, 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 _____ 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 February, 1990.

My commission expires:
March 5, 1993

_____
Notary Public

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

Before me, the Notary Public in and for said County and State, on this 14th day of February, 19 90, personally appeared Joseph L. Pritchett, of PACIFIC ENTERPRISES OIL COMPANY (USA), to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

NANCY SNYDER ISKE
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-04-93

My Commission Expires:

Nancy Snyder Iske
Notary Public

951045
Game Fld Area

220

INSTRUMENT OF SURRENDER

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

WHEREAS, the undersigned are the present record owners and holders of the following oil and gas lease recorded in Sublette County, State of Wyoming.

Lessor	Date of Lease	Recorded Book	Page	Description
USA W-89832	9-1-80	89	613	T38N-R114W-6th P.M. Sec. 26: SW/4 Sec. 35: W/2

228979

RECORDED May 21 1990 3:30 P M
IN BOOK 86 O&G PAGE 220
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Lou 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, the undersigned, as Lessee, do hereby cancel, release, relinquish, surrender and quitclaim unto the respective Lessor named in said lease, their heirs, successors, representatives and assigns, all of their right, title and interest in and to said agreement of lease and all the rights thereunder or incident thereto.

This Instrument may be executed in any number of counterparts and shall be binding on each party signing with the same force and effect as if all parties hereto had signed the same document.

DATED the 14th day of February, 1990.

CHEVRON U.S.A. INC.

By _____

By _____
Assistant Secretary

PACIFIC ENTERPRISES OIL COMPANY (USA)

By _____
Joseph L. Pritchett, III Vice President

ATTEST
BY _____
E. Dewayne Berg, 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 _____ 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 February, 1990.

My commission expires:

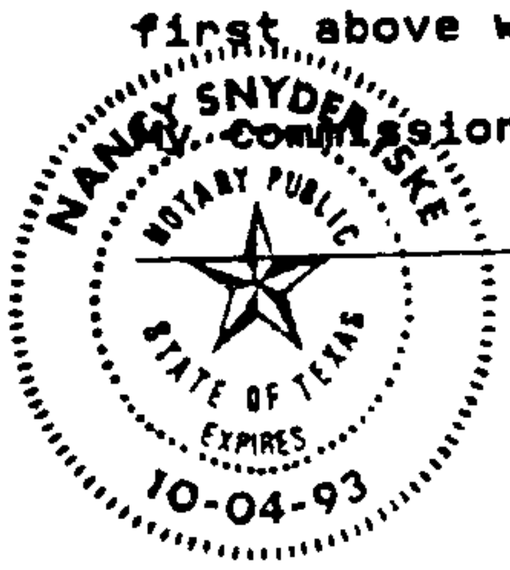
March 5, 1993

Anita Pilcher Blake
Notary Public

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

Before me, the Notary Public in and for said County and State, on this 14th day of February, 19 90, personally appeared Joseph L. Pritchett, of PACIFIC ENTERPRISES OIL COMPANY (USA), to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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



My Commission Expires:

Nancy Snyder Iske
Notary Public

RELEASE OF OPTION TO LEASE

KNOW ALL MEN BY THESE PRESENTS: That Perma Land Company, for a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor James P. Walker and Evelyn M. Walker, husband and wife, heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain Notice of Option to Lease, made and entered into by and between James P. Walker and Evelyn M. Walker, husband and wife, lessor and Perma Land Company, lessee, dated the 24th day of July, 1989, insofar as same covers the following described land, to wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NE¼SW¼, NW¼SE¼

Section XXXX, Township XXXX, Range XXXX, and containing 160.00 acres, situated in the County of Sublette and State of Wyoming, said Notice of Option to Lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 83, Page 671.

Executed this 21st day of May, 1990.

229014

RECORDED May 24 19 90 10:40A M
IN BOOK 86 O&G PAGE 222
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Perma Land Company

By: S. Burritt Boynton
S. Burritt Boynton
General Partner

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

I, Bonnie K. Miller, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that S. Burritt Boynton of Perma Land Company, to me personally known as the General Partner of Perma Land Company and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said Perma Land Company, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 21st day of May, 1990.

BONNIE K. MILLER NOTARY PUBLIC STATE OF COLORADO

My commission expires 8-11-93

Bonnie K. Miller
Notary Public

0058962-000
Dr. Proj

WARRINER PUBLISHING CO., DENVER, COLORADO—FORM 13—2M—10-55

ASSIGNMENT OF OIL AND GAS LEASE

SEP 16 1957

KNOW ALL MEN BY THESE PRESENTS:

That under date of October 1, 1950, an oil and gas lease, Serial Number Evanston 024536 (Now Wyoming 034930), was issued by The United States, pursuant to the Act of Congress of February 25, 1920 (41 Stat. 437), as amended, to Gladys Taylor among other lands, Lessee, covering the following described lands in the County of Sublette, State of Wyoming:

Township 27 North, Range 114 West, 6th P.M.
Section 22: E½E½
Section 23: W½; NW¼NE¼
Section 27: E½
Section 34: E½NE¼
Section 35: NW¼; N½SW¼; SE¼SW¼

Containing 1,200.00 acres, more or less

229017 which lease is subject to the following overriding royalties or other burdens on production, to wit:

Gladys Taylor and Chas. W. Taylor	3% Overriding Royalty
Francis E. Chouteau, Jr.	1/2 of 1% Overriding Royalty
Total	3½% Overriding Royalty

CERTIFIED
to be a true and comparative copy of the official records on file
MAY 8 1990
BUREAU OF LAND MANAGEMENT

RECORDED May 24 1990 12:45PM
IN BOOK 86 O:G PAGE 223
FEES 8.00 Mary L. Lankford
SUBLETTE COUNTY CLERK
By: Mary Riley

That the undersigned Francis E. Chouteau, Jr. hereinafter called Assignor (whether one or more), for and in consideration of the sum of Ten and no/100 Dollars, the receipt of which is hereby acknowledged, and for and in consideration of the agreements, covenants and promises herein contained, does hereby sell, assign, transfer and set over unto Phillips Petroleum Company, Bartlesville, Oklahoma hereinafter called Assignee, all of his right, title and interest in and to the above described oil and gas lease insofar as it covers the following described lands:
Wyoming 034930

Township 27 North, Range 114 West, 6th P.M.
Section 22: E½E½
Section 23: W½; NW¼NE¼
Section 27: E½
Section 34: E½NE¼
Section 35: NW¼

Containing 1,080.00 acres, more or less

Assignment Approved Effective OCT 1 1957
Craig A. Archer
Manager, Land Office
Box 929, Cheyenne, Wyoming

together with any renewal or extension thereof and any exchange, preference right or additional lease that may be issued thereunder.

TO HAVE AND TO HOLD the interest so transferred and assigned unto Assignee, and the successors in interest of Assignee, forever.

1. Assignor covenants and warrants that Assignor is the lawful owner of an undivided 40% interest in said lease ~~and the entire leasehold estate thereunder~~, subject only to such overriding royalties or other burdens on production, if any, as are specifically set forth above, and has full power, right and authority to make and deliver this transfer and to convey the same; that the same is free and clear of all liens and encumbrances; that all of the obligations and duties imposed by the terms of said lease upon the lessee therein have been fully performed and complied with; that said lease is now in full force and effect and in good standing, and that Assignor will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Without impairment of the Assignee's rights under the warranty provisions of this assignment it is agreed that if Assignor's interest shall be less than the full and undivided ownership of the lease the overriding royalty reserved herein shall be proportionately reduced.

2. Subject to the conditions and agreements hereinafter set forth, and in addition to the overriding royalties, if any, as set forth above, Assignee agrees to pay or cause to be paid to Assignor an overriding royalty of none per cent of the value on the leased premises or, if marketed, of the proceeds derived from the sale, at the well or wells on said land, of all oil, gas, casinghead gas and other minerals produced, saved and marketed under the provisions of said oil and gas lease, including any extensions or renewals or leases executed in lieu thereof, from the lands last hereinabove described, or of such production as may be allocated thereto, as hereinafter mentioned. PROVIDED, HOWEVER, that no overriding royalty shall be paid or shall accrue upon any oil, gas, casinghead gas or other gaseous substances produced, which are used for operating, development or production purposes on the above described land or lands covered by any unit plan including said lands, or are unavoidably lost, and no overriding royalty shall be payable on gas, casinghead gas or other gaseous substances used for recycling or repressuring operations on the above described land or the unitized area of such unit plan, and which may benefit the above described lands, or any part thereof. It is further expressly provided and agreed that if the overriding royalty herein provided to be paid to assignor plus the total of all prior existing overriding royalties or burdens on production, if any, plus the royalty payable to the United States in the aggregate exceed 17½%, the overriding royalty payable to the assignor hereunder shall be reduced to the extent said aggregate shall exceed 17½% when the average production per well per day averaged on a monthly basis is (a) as to oil, 15 barrels or less and (b) as to gas, 500,000 cubic feet or less. This provision shall apply separately to each productive zone or portion of the lease segregated for computing government royalty.

3. In the event the above described land, or any part thereof, or any sands or horizons thereof, are or shall hereafter be incorporated in and be operated under any cooperative or unit plan of development or operation, or other plan for the conservation of oil or gas in a single pool or area, or other agreements relating to the development of and production from said land (any such plan or agreements being for convenience herein referred to as "unit plan"), whereby the production therefrom is allocated to different portions of the land covered by such unit plan, then the production as allocated to any particular tract of said above described land, shall, for the purpose of calculating said overriding royalty to be paid Assignor hereunder, be regarded as having been produced from the particular tract of land to which it is so allocated and not from any other tract of land, and the royalty payments to be made, as herein provided, shall be based on the production only as so allocated.

Paid $10.00 filing fee, Rec. # [illegible]

4. Said overriding royalty shall be paid on or before the last day of each month next succeeding the month in which said oil, gas, casinghead gas or other gaseous substances are marketed, by mailing a check, postage prepaid to the Not Applicable

Bank of _____, for the account of Assignor, his successors or assigns. Said bank, or its successors, is or are the agent of Assignor, his successors or assigns, and shall continue as depository for any and all sums payable by Assignee hereunder regardless of changes of ownership of said overriding royalty, or any part thereof, or the right to receive the same.

5. In computing the amount of the overriding royalty payable hereunder, Assignee shall have the right to deduct, or cause to be deducted, from the amount or value of the oil, gas, casinghead gas or other gaseous substances, or the proceeds thereof, upon which said overriding royalty is computed, the full amount of any taxes required to be paid on such oil, gas, casinghead gas or other gaseous substances, or on the value or proceeds thereof, or for or on account of the production, sale, or transportation thereof, including any so-called gross production or severance taxes.

6. No change in the ownership of all or any part of the interests or rights of Assignor hereunder shall be binding upon Assignee unless and until Assignee shall be furnished with the original or an acceptable certified copy of the instrument or instruments evidencing such change of ownership or of other legal evidence of such change of ownership as may be required by Assignee, but notwithstanding any such change of ownership, Assignee shall have the right to continue to make all money payments which may be payable hereunder to the depository bank hereinabove named. In the event of a dispute at any time concerning the ownership of any overriding royalty payable hereunder, Assignee may withhold payment of such overriding royalty without interest, until such dispute is settled.

7. If, at any time, there shall be more than six parties entitled to receive said overriding royalty payments, then Assignee shall have the right to withhold, without obligation to pay interest thereon, all said payments, unless and until all of the parties entitled thereto shall designate, in writing, in a recordable instrument to be delivered to Assignee, a trustee to receive all said payments, to execute division orders and to act in all matters involving the overriding royalty to which they are entitled for and on their behalf and on behalf of their respective successors in title.

8. Assignor shall have the right to assign, all, or a fractional part of said overriding royalty as a unit, but shall not have the right to assign, in whole or in part, the same in less than all of the above described land.

9. Assignee agrees as between the parties hereto to keep and perform all of the agreements, conditions and provisions of said lease obligatory upon Assignor.

10. Notwithstanding the grant to Assignor of the above described overriding royalty, Assignee shall have the exclusive right, as between the parties hereto, to develop and operate all of the above described land and every part thereof to such extent and in such manner as assignee shall determine to be proper, without incurring any liability whatever to Assignor and nothing herein contained shall be deemed, as between the parties hereto to obligate Assignee or Assignee's successors in interest in said lease to drill for, produce or market oil, gas, casinghead gas or other gaseous substances from the above described land, or to continue the production therefrom for the benefit of Assignor.

11. Assignee is hereby granted the right, as to all or any part of the above described land and as to any sand or horizon thereof, to enter into a unit plan, as herein defined, in such manner and form as Assignee shall deem proper and to commit Assignor's interest hereunder to such unit plan, and from time to time to modify, change or terminate any such unit plan, and Assignor hereby expressly ratifies and approves any and all such unit plans which may be so entered into by Assignee. Should the participation of Assignor or Assignor's successors, be required in the creation of any such unit plan or the modification or change thereof, Assignor, or Assignor's successors or assigns, do hereby make, constitute and appoint Assignee, or Assignee's successors or assigns, as attorney-in-fact to make, execute and deliver each and all instruments that may be so required, and to do and perform any and all acts and things incident or relating thereto.

12. Assignee is hereby granted the right to release, forfeit and surrender to the United States the above mentioned lease, either in whole or in part, and from time to time, and upon the happening of such event, shall thereupon be fully and completely relieved, released and discharged from all not then accrued liabilities and all obligations to Assignor hereunder and under said lease to the extent it shall have been surrendered.

13. In the development or operation of the property covered by this assignment, Assignee agrees 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.

14. Special Provisions.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1958
Nancy Wright
BUREAU OF LAND MANAGEMENT

Signed and delivered this 31st day of August, 1957.

In Presence of

ATTEST: _____
Assistant Secretary

PHILLIPS PETROLEUM COMPANY
Assignor
BY: _____
Assignee Vice President

(NEW MEXICO ACKNOWLEDGMENT—MAN AND WIFE)

STATE OF _____ } SS.
COUNTY OF _____ }

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 acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this _____ day of _____, 19____.

My commission expires: _____

Notary Public

Residing at _____

(COLORADO ACKNOWLEDGMENT)

STATE OF _____ } SS.
COUNTY OF _____ }

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Residing at _____

(WYOMING AND MONTANA SINGLE ACKNOWLEDGMENT)

STATE OF Oklahoma }
COUNTY OF Nowata } SS.

On this 31st day of Aug., 1957, before me the undersigned, a notary public, personally appeared Francis E. Chouteau Jr. 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 31st day of August, 1957.

My commission expires: Oct 16, 1960

Frank M. Shifford
Notary Public for the State of Oklahoma

Residing at Nowata

(WYOMING AND MONTANA ACKNOWLEDGMENT—MAN AND WIFE)

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of _____, 19___, before me _____, a notary public, 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, including the release and waiver of the right of homestead; said wife having been by me fully apprized of her right and the 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 _____

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1992
Nancy Wright
BUREAU OF LAND MANAGEMENT

(CORPORATION ACKNOWLEDGMENT—MONTANA)

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of _____, 19___, before me _____, a notary public, personally appeared _____ known to me to be the _____ president of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Given under my hand and seal this _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public for the State of _____

Residing at _____

(CORPORATION ACKNOWLEDGMENT)

STATE OF OKLAHOMA }
COUNTY OF WASHINGTON } SS.

On this 9th day of September, 19 57, before me Martha Rinehart, a notary public, appeared C O Stark to me personally known, who being by me duly sworn did say: that he is the Vice president of Phillips Petroleum Company and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. O. Stark acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 9th day of September, 19 57.

My commission expires: August 1, 1959

Martha Rinehart
Notary Public for the State of Oklahoma

Residing at Bartlesville, Oklahoma

2

Rec. # 122244

226

WARRINER PUBLISHING CO., DENVER, COLORADO—FORM [illegible]

105962-005

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That under date of October 1st., 19 50, an oil and gas Lease, Serial Number Evanston 024536, was issued by The United States, pursuant to the Act of Congress of February 25, 1920 (41 Stat. 437), as amended, to Gladys Taylor [illegible] Lessee, covering the following described lands in the County of Lincoln and Sublette, State of Wyoming:

T. 26 N., R. 114 W. of 6th. P.M.
Sec. 1 Lots 3,4, S½NW¼, S½
" 2 Lots 1,2, SE¼NE¼

T. 27 N., R. 114 W., of 6th. P.M.
Sec. 22 E½E½
" 23 W½, NW¼NE¼
" 27 E½
" 34 E½NE¼
" 35 NW¼, N½SW¼, SE¼SW¼, SE¼

containing 1959.44 acres more or less

which lease is subject to the following overriding royalties or other burdens on production, to wit:

None

229018

RECORDED May 24 1950 12:45 P M
IN BOOK 86 of G PAGE 226
FEES 8.00 May 6, 6m 5 for 1 COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mae Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

That the undersigned Gladys Taylor and Chas. A. Taylor, wife & hus. hereinafter called Assignor (whether one or more), for and in consideration of the sum of Ten and more Dollars, the receipt of which is hereby acknowledged, and for and in consideration of the agreements, covenants and promises herein contained, does hereby sell, assign, transfer and set over unto Francis E. Chouteau, Jr., East Route, Nowata, Oklahoma hereinafter called Assignee, the above described oil and gas lease insofar as it covers

All of the above described lands

[illegible]

together with any renewal or extension thereof and any exchange, preference right or additional lease that may be issued thereunder.

TO HAVE AND TO HOLD the interest so transferred and assigned unto Assignee, and the successors in interest of Assignee, forever.

1. Assignor covenants and warrants that Assignor is the lawful owner of said lease and the entire lessee's estate thereunder, subject only to such overriding royalties or other burdens on production, if any, as are specifically set forth above, and has full power, right and authority to make and deliver this transfer and to convey the same; that the same is free and clear of all liens and encumbrances; that all of the obligations and duties imposed by the terms of said lease upon the lessee therein have been fully performed and complied with; that said lease is now in full force and effect and in good standing, and that Assignor will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Without impairment of the Assignee's rights under the warranty provisions of this assignment it is agreed that if Assignor's interest shall be less than the full and undivided ownership of the lease the overriding royalty reserved herein shall be proportionately reduced.

2. Subject to the conditions and agreements hereinafter set forth, and in addition to the overriding royalties, if any, as set forth above, Assignee agrees to pay or cause to be paid to Assignor an overriding royalty of Three per cent of the value on the leased premises or, if marketed, of the proceeds derived from the sale, at the well or wells on said land, of all oil, gas, casinghead gas and other minerals produced, saved and marketed under the provisions of said oil and gas lease, including any extensions or renewals or leases executed in lieu thereof, from the lands last hereinabove described, or of such production as may be allocated thereto, as hereinafter mentioned. PROVIDED, HOWEVER, that no overriding royalty shall be paid or shall accrue upon any oil, gas, casinghead gas or other gaseous substances produced, which are used for operating, development or production purposes on the above described land or lands covered by any unit plan including said lands, or are unavoidably lost, and no overriding royalty shall be payable on gas, casinghead gas or other gaseous substances used for recycling or repressuring operations on the above described land or the unitized area of such unit plan, and which may benefit the above described lands, or any part thereof. It is further expressly provided and agreed that if the overriding royalty herein provided to be paid to assignor plus the total of all prior existing overriding royalties or burdens on production, if any, plus the royalty payable to the United States in the aggregate exceed 17½%, the overriding royalty payable to the assignor hereunder shall be reduced to the extent said aggregate shall exceed 17½% when the average production per well per day averaged on a monthly basis is (a) as to oil, 15 barrels or less and (b) as to gas, 500,000 cubic feet or less. This provision shall apply separately to each productive zone or portion of the lease segregated for computing government royalty.

3. In the event the above described land, or any part thereof, or any sands or horizons thereof, are or shall hereafter be incorporated in and be operated under any cooperative or unit plan of development or operation, or other plan for the conservation of oil or gas in a single pool or area, or other agreements relating to the development of and production from said land (any such plan or agreements being for convenience herein referred to as "unit plan"), whereby the production therefrom is allocated to different portions of the land covered by such unit plan, then the production as allocated to any particular tract of said above described land, shall, for the purpose of calculating said overriding royalty to be paid Assignor hereunder, be regarded as having been produced from the particular tract of land to which it is so allocated and not from any other tract of land, and the royalty payments to be made, as herein provided, shall be based on the production only as so allocated.

[illegible] Fee, Rec. [illegible] 15555

4. Said overriding royalty shall be paid on or before the last day of each month next succeeding the month in which said oil, gas, casinghead gas or other gaseous substances are marketed, by mailing a check, postage prepaid to ~~his~~ Gladys Taylor, Milner Apts., Idaho Falls, Idaho

~~Bank of _____, for the account of Assignor, his successors or assigns. Said bank, or its successors, is or are the agent of Assignor, his successors or assigns, and shall continue as depository for any and all sums payable by Assignee hereunder regardless of changes of ownership of said overriding royalty, or any part thereof, or the right to receive the same.~~

5. In computing the amount of the overriding royalty payable hereunder, Assignee shall have the right to deduct, or cause to be deducted, from the amount or value of the oil, gas, casinghead gas or other gaseous substances, or the proceeds thereof, upon which said overriding royalty is computed, the full amount of any taxes required to be paid on such oil, gas, casinghead gas or other gaseous substances, or on the value or proceeds thereof, or for or on account of the production, sale, or transportation thereof, including any so-called gross production or severance taxes.

6. No change in the ownership of all or any part of the interests or rights of Assignor hereunder shall be binding upon Assignee unless and until Assignee shall be furnished with the original or an acceptable certified copy of the instrument or instruments evidencing such change of ownership or of other legal evidence of such change of ownership as may be required by Assignee, but notwithstanding any such change of ownership, Assignee shall have the right to continue to make all money payments which may be payable hereunder to the depository bank hereinabove named. In the event of a dispute at any time concerning the ownership of any overriding royalty payable hereunder, Assignee may withhold payment of such overriding royalty without interest, until such dispute is settled.

7. If, at any time, there shall be more than six parties entitled to receive said overriding royalty payments, then Assignee shall have the right to withhold, without obligation to pay interest thereon, all said payments, unless and until all of the parties entitled thereto shall designate, in writing, in a recordable instrument to be delivered to Assignee, a trustee to receive all said payments, to execute division orders and to act in all matters involving the overriding royalty to which they are entitled for and on their behalf and on behalf of their respective successors in title.

8. Assignor shall have the right to assign, all, or a fractional part of said overriding royalty as a unit, but shall not have the right to assign, in whole or in part, the same in less than all of the above described land.

9. Assignee agrees as between the parties hereto to keep and perform all of the agreements, conditions and provisions of said lease obligatory upon Assignor.

10. Notwithstanding the grant to Assignor of the above described overriding royalty, Assignee shall have the exclusive right, as between the parties hereto, to develop and operate all of the above dscribed land and every part thereof to such extent and in such manner as assignee shall determine to be proper, without incurring any liability whatever to Assignor and nothing herein contained shall be deemed, as between the parties hereto to obligate Assignee or Assignee's successors in interest in said lease to drill for, produce or market oil, gas, casinghead gas or other gaseous substances from the above described land, or to continue the production therefrom for the benefit of Assignor.

11. Assignee is hereby granted the right, as to all or any part of the above described land and as to any sand or horizon thereof, to enter into a unit plan, as herein defined, in such manner and form as Assignee shall deem proper and to commit Assignor's interest hereunder to such unit plan, and from time to time to modify, change or terminate any such unit plan, and Assignor hereby expressly ratifies and approves any and all such unit plans which may be so entered into by Assignee. Should the participation of Assignor or Assignor's successors, be required in the creation of any such unit plan or the modification or change thereof, Assignor, or Assignor's successors or assigns, do hereby make, constitute and appoint Assignee, or Assignee's successors or assigns, as attorney-in-fact to make, execute and deliver each and all instruments that may be so required, and to do and perform any and all acts and things incident or relating thereto.

12. Assignee is hereby granted the right to release, forfeit and surrender to the United States the above mentioned lease, either in whole or in part, and from time to time, and upon the happening of such event, shall thereupon be fully and completely relieved, released and discharged from all not then accrued liabilities and all obligations to Assignor hereunder and under said lease to the extent it shall have been surrendered.

13. In the development or operation of the property covered by this assignment, Assignee agrees 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.

14. Special Provisions.

Signed and delivered this 10th day of January, 1954.

In Presence of

Gladys Taylor
Gladys Taylor

Chas. W. Taylor
Assignor Chas. W. Taylor

Frances S. Thornton Jr.
Assignee

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

MAY 4 1990

BUREAU OF LAND MANAGEMENT

(NEW MEXICO ACKNOWLEDGMENT—MAN AND WIFE

STATE OF _____ } SS.
COUNTY OF _____ }

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 acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this _____ day of _____, 19___.

My commission expires: _____

_____
Notary Public

Residing at _____

(COLORADO ACKNOWLEDGMENT)

STATE OF _____ } SS.
COUNTY OF _____ }

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

by _____.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

Residing at _____

(WYOMING AND MONTANA SINGLE ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of _____, 19 ___, before me _____, a notary public, personally appeared _____ to me known to be the person ___ described in and who executed the foregoing instrument and acknowledged that ____ executed the same as _____ free act and deed.

Given under my hand and seal this _____ day of _____, 19 ___.

My commission expires: _____

Notary Public for the State of _____

Residing at _____

(WYOMING AND MONTANA ACKNOWLEDGMENT—MAN AND WIFE)

STATE OF Idaho }
COUNTY OF Bonneville } SS.

On this 10th day of January, 1954, before me Earl J. Hanson, a notary public, personally appeared Gladys Taylor & Chas. W. Taylor, wife & hus. to me known to be the persons described in and who executed the foregoing instrument and acknoweldged that they executed the same as their free act and deed, including the release and waiver of the right of homestead; said wife having been by me fully apprized of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this 10th day of January, 1954.

My commission expires: Dec 15, 1957 Earl J. Hanson

Notary Public for the State of Idaho

Residing at Idaho Falls Idaho

(CORPORATION ACKNOWLEDGMENT—MONTANA)

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of _____, 19 ___, before me _____, a notary public, persoually appeared _____ known to me to be the _____ president of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Given under my hand and seal this _____ day of _____, 19 ___.

My commission expires: _____

Notary Public for the State _____

Residing at _____

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 19[illegible]
Nancy J. Wright
BUREAU OF LAND MANAGEMENT

(CORPORATION ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of _____, 19 ___, before me _____, a notary public, appeared _____ to me personally known, who being by me duly sworn did say: that he is the _____ president of _____ and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ 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 _____

8916 (

WARRINER PUBLISHING CO., DENVER, COLORADO—FORM 1M—3-54

0053962 ax

06-4

ASSIGNMENT OF OIL AND GAS LEASE

OP-1514

355807

KNOW ALL MEN BY THESE PRESENTS:

That under date of October 1, 1950, an oil and gas Lease, Serial Number Wyoming 034930, was issued by The United States, pursuant to the Act of Congress of February 25, 1920 (41 Stat. 437), as amended, to Gladys Taylor among other lands Lessee, covering the following described lands in the County of Lincoln and Sublette, State of Wyoming:



Township 27 North, Range 114 West, 6th P.M.
Section 22: E½E½
Section 23: NW¼NE¼, W½
Section 27: E½
Section 34: E½NE¼
Section 35: NW¼, N½SW¼, SE¼SW¼

Containing 1,200.00 acres, more or less,

which lease is subject to the following overriding royalties or other burdens on production, to wit:

Gladys Taylor and Chas. W. Taylor - 3%

229019

RECORDED May 24 1950 10:00 P M
IN BOOK 86 O&G PAGE 229
FEES $8.00 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
MAY 8 1990
Nancy Pruett
BUREAU OF LAND MANAGEMENT

That the undersigned Francis E. Chouteau, Jr. hereinafter called Assignor (whether one or more), for and in consideration of the sum of Ten and no/100 - - - - - - Dollars, the receipt of which is hereby acknowledged, and for and in consideration of the agreements, covenants and promises herein contained, does hereby sell, assign, transfer and set over unto General Petroleum Corporation, California, 612 South Flower Street, Los Angeles 54, hereinafter called Assignee, the above described oil and gas lease insofar as it covers

an undivided sixty per cent (60%) interest in and to the above described lands,

Assignment approved:
PERRY T. WILLIAMS, Manager
Land Office
Box 578, Cheyenne, Wyoming

together with any renewal or extension thereof and any exchange, preference right or additional lease that may be issued thereunder.

TO HAVE AND TO HOLD the interest so transferred and assigned unto Assignee, and the successors in interest of Assignee, forever.

1. Assignor covenants and warrants that Assignor is the lawful owner of said lease and the entire lessee's estate thereunder, subject only to such overriding royalties or other burdens on production, if any, as are specifically set forth above, and has full power, right and authority to make and deliver this transfer and to convey the same; that the same is free and clear of all liens and encumbrances; that all of the obligations and duties imposed by the terms of said lease upon the lessee therein have been fully performed and complied with; that said lease is now in full force and effect and in good standing, and that Assignor will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Without impairment of the Assignee's rights under the warranty provisions of this assignment it is agreed that if Assignor's interest shall be less than the full and undivided ownership of the lease the overriding royalty reserved herein shall be proportionately reduced.

2. Subject to the conditions and agreements hereinafter set forth, and in addition to the overriding royalties, if any, as set forth above, Assignee agrees to pay or cause to be paid to Assignor an overriding royalty of ½ of 1 per cent of the value on the leased premises or, if marketed, of the proceeds derived from the sale, at the well or wells on said land, of all oil, gas, casinghead gas and other minerals produced, saved and marketed under the provisions of said oil and gas lease, including any extensions or renewals or leases executed in lieu thereof, from the lands last hereinabove described, or of such production as may be allocated thereto, as hereinafter mentioned. PROVIDED, HOWEVER, that no overriding royalty shall be paid or shall accrue upon any oil, gas, casinghead gas or other gaseous substances produced, which are used for operating, development or production purposes on the above described land or lands covered by any unit plan including said lands, or are unavoidably lost, and no overriding royalty shall be payable on gas, casinghead gas or other gaseous substances used for recycling or repressuring operations on the above described land or the unitized area of such unit plan, and which may benefit the above described lands, or any part thereof. It is further expresaly provided and agreed that if the overriding royalty herein provided to be paid to assignor plus the total of all prior existing overriding royalties or burdens on production, if any, plus the royalty payable to the United States in the aggregate exceed 17½%, the overriding royalty payable to the assignor hereunder shall be reduced to the extent said aggregate shall exceed 17½% when the average production per well per day averaged on a monthly basis is (a) as to oil, 15 barrels or less and (b) as to gas, 500,000 cubic feet or less. This provision shall apply separately to each productive zone or portion of the lease segregated for computing government royalty.

3. In the event the above described land, or any part thereof, or any sands or horizons thereof, are or shall hereafter be incorporated in and be operated under any cooperative or unit plan of development or operation, or other plan for the conservation of oil or gas in a single pool or area, or other agreements relating to the development of and production from said land (any such plan or agreements being for convenience herein referred to as "unit plan"), whereby the production therefrom is allocated to different portions of the land covered by such unit plan, then the production as allocated to any particular tract of said above described land, shall, for the purpose of calculating said overriding royalty to be paid Assignor hereunder, be regarded as having been produced from the particular tract of land to which it is so allocated and not from any other tract of land, and the royalty payments to be made, as herein provided, shall be based on the production only as so allocated.

13

229

230

4. Said overriding royalty shall be paid on or before the last day of each month next succeeding the month in which said oil, gas, casinghead gas or other gaseous substances are marketed, by mailing a check, postage prepaid to the First National Bank of Nowata, Oklahoma, for the account of Assignor, his successors or assigns. Said bank, or its successors, is or are the agent of Assignor, his successors or assigns, and shall continue as depository for any and all sums payable by Assignee hereunder regardless of changes of ownership of said overriding royalty, or any part thereof, or the right to receive the same.

5. In computing the amount of the overriding royalty payable hereunder, Assignee shall have the right to deduct, or cause to be deducted from the amount or value of the oil, gas, casinghead gas or other gaseous substances, or the proceeds thereof, upon which said overriding royalty is computed, the full amount of any taxes required to be paid on such oil, gas, casinghead gas or other gaseous substances, or on the value or proceeds thereof, or for or on account of the production, sale, or transportation thereof, including any so-called gross production or severance taxes.

6. No change in the ownership of all or any part of the interests or rights of Assignor hereunder shall be binding upon Assignee unless and until Assignee shall be furnished with the original or an acceptable certified copy of the instrument or instruments evidencing such change of ownership or of other legal evidence of such change of ownership as may be required by Assignee, but notwithstanding any such change of ownership, Assignee shall have the right to continue to make all money payments which may be payable hereunder to the depository bank hereinabove named. In the event of a dispute at any time concerning the ownership of any overriding royalty payable hereunder, Assignee may withhold payment of such overriding royalty without interest, until such dispute is settled.

7. If, at any time, there shall be more than six parties entitled to receive said overriding royalty payments, then Assignee shall have the right to withhold, without obligation to pay interest thereon, all said payments, unless and until all of the parties entitled thereto shall designate, in writing, in a recordable instrument to be delivered to Assignee, a trustee to receive all said payments, to execute division orders and to act in all matters involving the overriding royalty to which they are entitled for and on their behalf and on behalf of their respective successors in title.

8. Assignor shall have the right to assign, all, or a fractional part of said overriding royalty as a unit, but shall not have the right to assign, in whole or in part, the same in less than all of the above described land.

9. Assignee agrees as between the parties hereto to keep and perform all of the agreements, conditions and provisions of said lease obligatory upon Assignor.

10. Notwithstanding the grant to Assignor of the above described overriding royalty, Assignee shall have the exclusive right, as between the parties hereto, to develop and operate all of the above dscribed land and every part thereof to such extent and in such manner as assignee shall determine to be proper, without incurring any liability whatever to Assignor and nothing herein contained shall be deemed, as between the parties hereto to obligate Assignee or Assignee's successors in interest in said lease to drill for, produce or market oil, gas, casinghead gas or other gaseous substances from the above described land, or to continue the production therefrom for the benefit of Assignor.

11. Assignee is hereby granted the right, as to all or any part of the above described land and as to any sand or horizon thereof, to enter into a unit plan, as herein defined, in such manner and form as Assignee shall deem proper and to commit Assignor's interest hereunder to such unit plan, and from time to time to modify, change or terminate any such unit plan, and Assignor hereby expressly ratifies and approves any and all such unit plans which may be so entered into by Assignee. Should the participation of Assignor or Assignor's successors, be required in the creation of any such unit plan or the modification or change thereof, Assignor, or Assignor's successors or assigns, do hereby make, constitute and appoint Assignee, or Assignee's successors or assigns, as attorney-in-fact to make, execute and deliver each and all instruments that may be so required, and to do and perform any and all acts and things incident or relating thereto.

12. Assignee is hereby granted the right to release, forfeit and surrender to the United States the above mentioned lease, either in whole or in part, and from time to time, and upon the happening of such event, shall thereupon be fully and completely relieved, released and discharged from all not then accrued liabilities and all obligations to Assignor hereunder and under said lease to the extent it shall have been surrendered.

13. In the development or operation of the property covered by this assignment, Assignee agrees 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.

14. Special Provisions.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1980
Nancy Wright
BUREAU OF LAND MANAGEMENT

Signed and delivered this 9th day of Sept., 1955.

In Presence of

Francis E. Hagstrom Jr.
Assignor

Assignee

(NEW MEXICO ACKNOWLEDGMENT—MAN AND WIFE)

STATE OF _____ }
COUNTY OF _____ } SS.

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 acknowledged that they executed the same as their free act and deed.

Given under my hand and seal this _____ day of _____, 19____.

My commission expires: _____

Notary Public

Residing at _____

(COLORADO ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ } SS.

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Residing at _____

(WYOMING A[illegible] MONTANA SINGLE ACKNOW[illegible]DGMENT)

STATE OF Oklahoma }
COUNTY OF Nowata } SS.

On this 9th day of Sept., 1955, before me the undersigned, a notary public, personally appeared Francis E. Chouteau Jr. 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 9th day of Sept., 19 55

My commission expires: May 5 1957

Notary Public for the State of Oklahoma

Residing at Nowata, Oklahoma

(WYOMING AND MONTANA ACKNOWLEDGMENT—MAN AND WIFE)

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of _____, 19____, before me _____, a notary public, 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, including the release and waiver of the right of homestead; said wife having been by me fully apprized of her right and the 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 _____

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

(CORPORATION ACKNOWLEDGMENT—MONTANA)

STATE OF _____ }
COUNTY OF _____ } SS.

On this ____ day of _____, 19 __, before me _____, a notary public, personally appeared _____ known to me to be the _____ president of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Given under my hand and seal this ____ day of _____, 19____.

My commission expires: _____

Notary Public for the State of _____

Residing at _____

(CORPORATION ACKNOWLEDGMENT)

FORM 5518

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

ON THIS 5th day of October, 19 55, before me, appeared R. O. SWAYZE and T. M. VAIL, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Assistant Secretary respectively of the GENERAL PETROLEUM CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said R. O. SWAYZE and T. M. VAIL acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Vera H. Kathleen
Notary Public in and for said County and State.

My Commission Expires Dec. 27, 1955.

12

0055962-000

Form 4-213
(December 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 024526

NONCOMPETITIVE Contract No. I-3L(24)

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 OCT 1 1950 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Gladys Tayler, 420 Cedar Street, Idaho Falls, Idaho, 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 ~~this~~

T. 27 N., R. 114 W., 6th P. M., Wyoming.
~~sec. 22, S½E½;~~
~~sec. 23, W½, NW¼NE¼;~~
~~sec. 27, E½;~~
~~sec. 34, S½NE¼;~~
sec. 35, ~~NW¼, N½SW¼, SE¼SW¼, SE¼~~;
T. 26 N., R. 114 W.,
sec. 1, lots 3, 4, S½NW¼, S½;
sec. 2, lots 1, 2, SE¼NE¼;
x
x
x
x
x
x 759.44
~~1959.44~~

034930

containing ~~1,919.44~~ acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

16—80708-4

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BUREAU OF LAND MANAGEMENT

229020

RECORDED May 24 1990 1:00 P M
IN BOOK 86 O & G PAGE 232
FEES $6.00 Mary L. Lenkford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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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Nancy Wright
BUREAU OF LAND MANAGEMENT

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

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

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

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

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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 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.

16—80706-1

(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.

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BUREAU OF LAND MANAGEMENT

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

cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By Mary F. Williams

Manager,

Marjorie Eder

Witnesses to signature of lessee.

Georgia Taylor

Lessee.

U. S. GOVERNMENT PRINTING OFFICE 16—80705-4

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MAY 8 1990
Nancy Wright
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 and 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 producing oil and 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 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 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 per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount of 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.

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MAY 8 1980
Nancy J. Wright
BUREAU OF LAND MANAGEMENT

24.00

Oil & Gas Rental #480

#504

Evanston

DATE Feb. 18- 1948

TIME 8:30 AM

Serial 024536

3582403

$504.00

0053962-000

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DISTRICT LAND OFFICE
EVANSTON, WYOMING

APPLICATION FOR LEASE OF LANDS NOT WITHIN THE KNOWN GEOLOGICAL STRUCTURE OF A PRODUCING OIL OR GAS FIELD, ACT OF FEB. 25, 1920 (41 Stat. 437), as amended by the Act of Aug. 21, 1935 (49 Stat. 674), and Act of Aug. 8, 1946.

I, Gladys Taylor of 420 Cedar Street Idaho Falls, Idaho being of lawful age submit this, my application for lease for production of oil and gas on lands hereinafter described:

I am a native born citizen of the United States. ~~(If naturalized give date and name of court and number of case.)~~
(If married woman state whether or not husband is a native born citizen.) I am the wife of a native born citizen of the United States

My other interests, direct and indirect, in leases and applications therefor, in the State of Wyoming, with identification of records wherein such interests may be found, are as follows:

Evanston lease 023768--175.52 Acres

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Description of lands for which lease is desired, being in as nearly compact form as possible and involving only one geologic structure, are as follows:

T. 27 N., R. 114 W.
Sec. 22: E½E½;
Sec. 23: W½; NW¼NE¼;
Sec. 27: E½;
Sec. 34: E½NE¼;
Sec. 35: NW¼, N½SW¼, SE¼SW¼, SE¼;

T. 26 N., R. 114 W.
Sec. 1: Lots 3,4,S½NW¼, S½;
Sec. 2: Lots 1, 2, SE¼NE¼. 1909.44 Acres

1909.44

located in Lincoln & Sublette County, Wyoming, embracing 1909.44 acres, more or less.

229021

To the best of my knowledge and belief, the lands applied for are not within the known geologic structure of any producing oil or gas field and are believed to contain oil and gas.

I give the following references as to reputation and business standing:

H. Ray Hatch, Idaho Falls, Idaho
First National Bank, Evanston, Wyo.
J. M. Rennie, Evanston, Wyoming.

RECORDED May 24 1990 1:00 P.M.
IN BOOK 86 O & G PAGE 239
FEES 4.00 Mary L. Landford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

I herewith remit the filing fee and one-half of the first year's rental for the above described land and I am ready upon demand to pay the remainder of the rental and to furnish such bond or bonds as may be required under the lease regulations.

Gladys Taylor

240

0058961-000

Dry Piney

Evanston 022969
Wyoming 031927

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
409 Federal Office Building
Box 578, Cheyenne, Wyoming

June 9, 1955

DECISION

A. J. Clark

Oil and Gas

New Serial Assigned to Lands
Outside Unit Agreement

On May 27, 1955, the Acting Director, Geological Survey, approved the Hogsback unit agreement, Lincoln and Sublette County, Wyoming, General Petroleum Corporation operator. This agreement has been designated No. 14-08-001- 2070 and is effective as of the date of approval.

In accordance with sec. 18(g) of the unit agreement, the lands in lease Evanston 022969 dated May 1, 1948, that are in the unit and committed thereto, will be retained under this serial: E½SW¼, SE¼ sec. 1, T. 27 N., R. 11½ W., 6th P. M., Wyoming, containing 240 acres.

The lands in lease Evanston 022969 that are outside the unit will be carried under serial Wyoming 031927:

W½SW¼ sec. 1, T. 27 N., R. 11½ W., 6th P. M., Wyoming, containing 80 acres.

229022

RECORDED May 24 1990 1:15 P M
IN BOOK 86 016 PAGE 240
FEES Rec May 4 Gen Ref
SUBLETTE COUNTY CLERK
By Jan Riley

Perry T. Williams
Manager

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MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

AIM/ao/rh
3 cc GS, Casper
cc Operator:
General Petroleum Corporation,
612 S. Flower St., Los Angeles 54,
California. (1)

1

Form 4-218
(August 1947)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 022969

Ledger accounts established
October 1948

NONCOMPETITIVE

Contract No. I-cL(c5)..330.....

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 first day of May, 1948 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and James G. White Petroleum Building, Midland, Texas, 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 ~~xxxxxx~~ field:

T. 27 N., R. 114 W., 6th P.M., Wyoming.
Sec. 1, ~~xxx~~ SE¼, E½SW¼

034927

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of the official records on file
MAY 8 1950
Nancy Wright
BUREAU OF LAND MANAGEMENT

containing 241 ~~320~~ 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.

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241

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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(f) Statements, plats, and reports.—At such times and in such forms 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 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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(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.

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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.

For the Director, Bureau of Land Management

By _____

Director of the Bureau of Land Management.

Acting Manager

V. M. Ligon
Midland, Texas

Dana Gaddis
Midland, Texas

Witnesses to signature of lessee.

James E. White

Lessee.

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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.

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Wyoming 04730
03492k

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
409 Federal Office Building
Box 578, Cheyenne, Wyoming
June 9, 1955

DECISION

Marie C. LaMontagne

Oil and Gas

New Serial Assigned to Lands
Outside Unit Agreement

On May 27, 1955, the Acting Director, Geological Survey, approved the Hogback unit agreement, Lincoln and Sublette County, Wyoming, General Petroleum Corporation operator. This agreement has been designated No. 14-08-001- 2078 and is effective as of the date of approval.

In accordance with sec. 18(g) of the unit agreement, the lands in lease Wyoming 04730 dated April 1, 1951, that are in the unit and committed thereto, will be retained under this serial: E½NE¼, SE¼ sec. 23; W½NW¼, W½ sec. 24, T. 27 N., R. 114 W., 6th P. M., Wyoming, containing 720 acres.

The lands in lease Wyoming 04730 that are outside the unit will be carried under serial Wyoming 03492k: SW¼NE¼ sec. 23, T. 27 N., R. 114 W., 6th P. M., Wyoming, containing 40 acres.

229023

RECORDED May 24 1956 12 P M
IN BOOK 86 016 PAGE 248
FEES 8.00 Mar 6 Lan Ford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mar Riley

Perry T. Williams
Manager

AIM/ao/rh
3 cc GS, Casper
cc Operator:
General Petroleum Corporation,
612 S. Flower St., Los Angeles,
54, California

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Nancy Wright
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[redacted] [redacted]

to be a true [redacted] operative copy
of the official records on file

MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

Form 4-712
(December 1948)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Contract No. I-5L(24)
NONCOMPETITIVE

Office Wyoming
Serial 04730

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

APR 1 1951

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Edith M. Hegwer, 962 South Grant, Casper, 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 ~~[redacted]~~ Sublette Co.

T. 27 N., R. 114 W., 6th P.M., Wyoming.
sec. 23, ~~[redacted]~~, SE¼; E½NE¼
sec. 24, W½E½, W½;

034924

containing ~~320.00~~ 240.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:
(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

(1) Office

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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.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

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

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

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line.

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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 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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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 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Manager, Land and Survey Office

_____

_____

_____

_____

_____

_____

Witnesses to signature of lessee.

_____
Lessee.

* U. S. GOVERNMENT PRINTING OFFICE: 1964 O - [illegible] 30-[illegible]-4

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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 and 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 producing oil and 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 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 per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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MAY 8 1990.
Nancy Wright
BUREAU OF LAND MANAGEMENT

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08697

0025&760-000

RECEIVED
MAY 8 1953
Land and Survey Office
Rawlins, Wyoming

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 2nd day of March, 1953, by and between Edith M. Hegwer, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee",

W I T N E S S E T H:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated April 1, 1951, by and between the United States of America, party of the first part, as Lessor, and Edith M. Hegwer, party of the second part, as Lessee, and designated as Wyoming, Serial No. 04730, covering the following described lands situate in the County of Sublette, State of Wyoming, as follows:

Township 27 North, Range 114 West, 6th P.M., Wyoming

Section 23: NE¼NE¼, S½NE¼, SE¼
Section 24: W½E½, W½

Containing 760.00 acres, more or less

229024

RECORDED May 24 1990 1:20 P M
IN BOOK 86 Orig PAGE 256
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mar Riley

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of the official records on file
MAY 8 1990
Nancy Bringhurst
BUREAU OF LAND MANAGEMENT

NOW, THEREFORE, for and in consideration of the sum of One Hundred and no/100 Dollars ($100.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to One Per Cent (1%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

Assignment approved:

Manager, Land and Survey Office

$ assignment fee, Rec. # 69093

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Nancy P. Wright
BUREAU OF LAND MANAGEMENT

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then latest revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, or General Petroleum Corporation, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5¢) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to One Per Cent (1 %) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to One Per Cent (1 %) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

3. The overriding royalties retained and reserved by Assignor shall be payable in cash only and not in kind on or before the 25th day of each calendar month, based upon production for the preceding month.

4. The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

5. Assignee shall pay all rentals from and after the date of this Assignment accruing under said lease to the Government, and shall pay or deliver all royalties due the Government under said lease.

6. Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

7. Assignor hereby represents and warrants that Assignor is the owner, without encumbrance, of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

8. Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

9. Assignee shall have the right at any time and from time to time to surrender to the United States all or any part, by legal subdivision, of the lands covered by this assignment in which event the royalty reserved hereunder shall forthwith terminate as to the lands so surrendered and Assignee shall be released and discharged from any and all obligations under this assignment as to said surrendered lands except for royalties theretofore accrued and unpaid.

10. Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

11. Assignor, whether one or more, hereby severally waives all rights in the lands above described subject to this Assignment under all exemption laws of the State of Wyoming.

12. Assignee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

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MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

13. This Assignment is subject to final approval by the Secretary of the Interior.

14. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.

Witness

326 W. 14th St. Casper Wyo.
Address

Edith M. Hegwer

Assignor

Witness

Address

GENERAL PETROLEUM CORPORATION

By Vice President

By Asst. Secretary

Assignee

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of the official records on file
MAY 8 1985
Nancy Wright
BUREAU OF LAND MANAGEMENT

260

80462 Form No. 4-1175 (July 1954)

RECEIVED JUL 27 1953 BUREAU OF LAND MANAGEMENT OFFICE STATION Land Office Cheyenne, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

08697

NOT TO BE FILLED IN BY LESSEE
Receipt No. 115716
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. 04730
Date of Lease April 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 Marie G. LaMontagne, a married woman, (Name and address)

1716 Fletcher Avenue, So. Pasadena, California,

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

1. Lands affected by this assignment:

Township 27 North, Range 114 West, 6th P.M., Wyoming
Section 23: NE¼NE¼; S½NE¼; SE¼.
24: W½E½; W½.

containing 760.00 acres, more or less.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 100%
4. Overriding royalty reserved herein to assignor Nil (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 1% (State percentage only)

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

Executed and witnessed this 11th day of June 1953

WITNESS:

Vera T. Parkhurst

GENERAL PETROLEUM CORPORATION
By R. C. Stevens (Assignor's signature)
By J. Miller
(Address)

229025

RECORDED May 24 1990 12:42 P M
IN BOOK 86 PAGE 260
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

CERTIFIED to be a true and comparative copy of the official records on file
MAY 8 1990
Nancy Murphy
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed and witnessed this 11th day of June 1953

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:

E. R. Otis 1991 Oak St. So. Pasadena Calif. (Name and address)

..... (Name and address)

Marie G. La Montagne (Assignee's signature)

..... (Address)

Assignment approved effective AUG 1 1953

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
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.

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). 84523 16—84804-1

[redacted] [redacted] [redacted]

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

MAY 8 [illegible]
Nancy Wright
BUREAU OF LAND MANAGEMENT

INSTRUCTIONS

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

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

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

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

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an individual lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4-1167 or 4-1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

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

Printed by WOLCOTTS
214 S. Spring St., Los Angeles 12, Calif.

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762

03 924 08697-A 053960-000

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 7th day of June, 19 55, by and between Marie G. LaMontagne, a married woman, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated April 1, 1951, by and between the United States of America, party of the first part, as Lessor, and Edith M. Hegwer, party of the second part, as Lessee, and designated as Wyoming, Serial No. 034924, covering the following described lands situate in the County of Sublette, State of Wyoming, as follows:

T. 27 N., R. 114 W., 6th P.M.

Sec. 23: SW¼NE¼

containing 40 acres, more or less.

229026

RECEIVED
AUG 15 1955

CERTIFIED
to be a true and complete copy
of the official records on file
MAY 8 1990
BUREAU OF LAND MANAGEMENT

RECORDED May 24 1990 1:30 P.M.
IN BOOK 86 O&G PAGE 262
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mon Riley

Assistant Supervisor
[illegible], Manager
Land Office
Box 678, Cheyenne, Wyoming

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to One-half of One Per Cent (½%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then last revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company of California, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, General Petroleum Corporation, Utah Oil and Refining Company, Tide Water Associated Oil Company, The California Company, Stanolind Oil and Gas Company, Phillips Petroleum Company, The Texas Company, Sinclair Oil and Gas Company, The Carter Oil Company, Richfield Oil Corporation, or Union Oil Company of California, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5c) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to One-half of One Per Cent (½%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to One-half of One Per Cent (½%) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

296077

7

3. The overriding royalties retained and reserved by Assignor shall be payable in cash only and not in kind on or before the 25th day of each calendar month, based upon production of the preceding month.

4. The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

5. Assignee shall pay all rentals from and after the date of this Assignment accruing under said lease to the government, and shall pay or deliver all royalties due the Government under said lease.

6. Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

7. Assignor hereby represents and warrants that Assignor is the owner, without encumbrance, of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

8. Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

9. Assignee shall have the right at any time and from time to time to surrender to the United States all or any part, by legal subdivision, of the lands covered by this assignment in which event the royalty reserved hereunder shall forthwith terminate as to the lands so surrendered and Assignee shall be released and discharged from any and all obligations under this assignment as to said surrendered lands except for royalties theretofore accrued and unpaid.

10. Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

11. No change in ownership of the overriding royalty reserved herein to Assignor shall be binding upon Assignee until Assignee has received from the transferee a certified copy of the instrument of transfer together with certified copies of all instruments showing valid deraignment of title from Assignor. In the event of changes in ownership so as to require more than three separate payments by reason of division of said overriding royalty, Assignee shall have the right to require the designation of a single agent for all of the owners of said overriding royalty, and payment by Assignee to such agent in a single sum shall discharge Assignee's obligations to pay said overriding royalty and Assignee shall have no obligation as to the distribution thereof.

12. Assignee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

13. This Assignment is subject to final approval by the Secretary of the Interior.

14. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.

E. A. Chen
Witness

1991 Carol St. So. Francisco, Calif.
Address

Ellen S. Chen
Witness

6162 S. Flores, L.A.
Address

Marie G. La Montagne
Assignor

GENERAL PETROLEUM CORPORATION

By
Vice President

By
Assistant Secretary

Assignee

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
BUREAU OF LAND MANAGEMENT

264

(Form No. 4-1176 (Oct. 1951))

08697-A

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

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

Office Wyoming
Serial No. 034924
Date of Lease April 1, 1951

PARTIAL

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

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

1. Lands affected by this assignment:

T. 27 N., R. 114 W., 6th P.M., Sublette County

Section 23: SW¼NE¼

containing 40 acres, more or less.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 40%
4. Overriding royalty reserved herein to assignor (See item 5 of Instructions.) Nil (State percentage only)
5. Overriding royalties previously reserved 1½% (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 17th day of November 1955.

WITNESS:

Earl Scrutchfield 612 So. Flower St. Los Angeles 17, Calif.

GENERAL PETROLEUM CORPORATION
By _____ (Assignor's signature) Vice President
by _____ (Address) Assistant Secretary

DEC 6 1955

CERTIFIED
to be a true and comparative copy of the official records on file
MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

229027

RECORDED May 24 1956 1:30 P.M.
IN BOOK 86 OF G PAGE 264
FEES 6.00 Mary L. Lamb Form COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Riley

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born _____ Naturalized _____
   Corporation or other legal entity (specify what kind) 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 ~~15,000~~ 246,080 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.

Executed and witnessed this 30th day of November 1955

WITNESSES: [illegible]

(Name and address)
Assistant Secretary
(Name and address)

PHILLIPS PETROLEUM COMPANY
By: P. W. Thomas (Assignee's signature)
Vice President
(Address)

Assignment approved effective MAY 3 1956

THE UNITED STATES OF AMERICA

By _____ (Signing officer)
Manager, Land Office
Box 578, Cheyenne, Wyoming
(Title)

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

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

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

50719 16-64804-1

17

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy J. Wright
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 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 WOLCOTT'S
214 S. Spring St., Los Angeles 13, Calif.

266

005237-000

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ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 28th day of February, 1957, by and between Paul Moody and Betty Jo Moody, his wife, first party, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated September 1, 1956, 19..., by and between the United States of America, party of the first part, as Lessor, and Paul Moody, party of the second part, as Lessee, and designated as Wyoming, Serial No. 038682, covering the following described lands situate in the County of Sublette & Lincoln State of Wyoming, as follows:

Township 26 North, Range 113 West, 6th P.M.
Section 2: Lots 2, 3, 5, 6, 12
Section 14: Lots 3, 4

Township 27 North, Range 113 West, 6th P.M.
Section 35: W½

containing 587.25 acres, more or less.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1958
Nancy Knight
BUREAU OF LAND MANAGEMENT

NOV 1 1957
Assignment Approved Effective
Manager, Land Office
Box 929, Cheyenne, Wyo.

229028
RECORDED May 24 1958 7:45 PM
IN BOOK 86 PAGE 266
FEES 6.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

NOW, THEREFORE, for and in consideration of the sum of TEN Dollars ($10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to None Per Cent (--%) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A.P.I. Bulletin No. 25 in its then last revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company of California, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, General Petroleum Corporation, Utah Oil and Refining Company, Tide Water Associated Oil Company, The California Company, Stanolind Oil and Gas Company, Phillips Petroleum Company, The Texas Company, Sinclair Oil and Gas Company, The Carter Oil Company, Richfield Oil Corporation, or Union Oil Company of California, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5c) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to None Per Cent (--%) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to None Per Cent (--%) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

3. The overriding royalties retained and reserved by Assignor shall be payable in cash only and not in kind on or before the 25th day of each calendar month, based upon production of the preceding month.

4. The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

5. Assignee shall pay all rentals from and after the date of this Assignment accruing under said lease to the government, and shall pay or deliver all royalties due the Government under said lease.

6. Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

7. Assignor hereby represents and warrants that Assignor is the owner, without encumbrance, of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

8. Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

9. Assignee shall have the right at any time and from time to time to surrender to the United States all or any part, by legal subdivision, of the lands covered by this assignment in which event the royalty reserved hereunder shall forthwith terminate as to the lands so surrendered and Assignee shall be released and discharged from any and all obligations under this assignment as to said surrendered lands except for royalties theretofore accrued and unpaid.

10. Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

11. No change in ownership of the overriding royalty reserved herein to Assignor shall be binding upon Assignee until Assignee has received from the transferee a certified copy of the instrument of transfer together with certified copies of all instruments showing valid deraignment of title from Assignor. In the event of changes in ownership so as to require more than three separate payments by reason of division of said overriding royalty, Assignee shall have the right to require the designation of a single agent for all of the owners of said overriding royalty, and payment by Assignee to such agent in a single sum shall discharge Assignee's obligations to pay said overriding royalty and Assignee shall have no obligation as to the distribution thereof.

12. Assignee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

13. This Assignment is subject to final approval by the Secretary of the Interior.

14. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 19[illegible]
Nancy Wright
BUREAU OF LAND MANAGEMENT

Witness

1753 Bryan Ave. Salt Lake City
Address

Witness

[illegible] So. Flower St.
[illegible]
Address

Paul Moody

Betty Jo Moody

Assignor

GENERAL PETROLEUM CORPORATION

By
Vice President

By
Assistant Secretary

Assignee

268

Form No. 4-1158
Fifth Edition
(Sept. 1954)

Form approved.
Budget Bureau No. 42-R993.

Office WYOMING

Serial No. 038682
355679

Receipt No. 357597

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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)

RECEIVED
DEC 19 1955
9:00 A

1. Mr. / Mrs. / Miss Paul Moody (Name)
53 East 4th South Street (Number and Street)
Salt Lake City, Utah (City and State)

PLEASE NOTIFY THE SIGNING OFFICER OF Land Box 578 Cheyenne, Wyo. 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 & Lincoln (County)	Wyoming (State) Lincoln - 247.25 Sublette 340.00 (County)
T. 27 N. R. 113 W., 6th Principal Meridian	T 26 N., R. 113 W., 6th Principal Meridian
Section 27: N½NW¼NW¼	sec. 2, Lots 2, 3, 5, 6, 12
Section 35: W½	sec. 14, Lots 3, 4
Township 26 N Range 113 W 6th P.M.	T. 27 N., R. 113 W.
Section 2: Lots 2, 3, 5, 6, and 12	sec. 35, W½
Section 14: Lots 3 and 4	
229029	
RECORDED May 24 1956 1:45 P M IN BOOK 86 O&G PAGE 268 FEES $6.50 Mary L. Lankford COUNTY CLERK SUBLETTE COUNTY CLERK By Mary Riley	
Total Area 607.25 Acres	Total Area 587.25 Acres Rental retained $ 294.00

CERTIFIED
to be a true and comparative cop
of the official records on file
MAY 8 1956
Nancy Wright
BUREAU OF LAND MANAGEME

4. Amount remitted: Filing fee $10, Rental $ 304.00, Total $ 314.00 (Receipt No. 355679 shows previously paid $271.50. Enclosed check for $42.50) ✓

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born ..... 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.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 15th day of December 1955

WITNESSES

Virginia C. Bowling 1863 So. 13th East Salt Lake City Utah (Name and address)
Paul Moody (Lessee signature)
Clark Johnston 1753 Bryan Avenue Salt Lake City Utah (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.

Bond in the amount of $1,000 -- with Pacific Indemnity

THE UNITED STATES OF AMERICA

By Perry T. Williams (Signing officer)

Effective date of lease SEP 1 1956

Land Office (Title) AUG 10 1956 (Date)

Box 578 Cheyenne, Wyo.

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

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42 (a).
16—43061-4

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. At the expiration of the initial 5-year term, an application may be made for extension of the lease in accordance with the regulation 43 CFR 192.120.

SEC. 2. The lessee agrees

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and shall 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 equal to the amount of $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond is furnished by an operator of the unit as provided. (5) 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. 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 part 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 lessor, 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 on the leased land as the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practices.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amount or value of productive 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 this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and maintains a general program 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 or any part thereof within 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 all production hereunder shall be 5 percent for 10 years following the date of such discovery, and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan (under which such a discovery is made), the 5-percent rate for 10 years following such discovery shall, for the purpose of computing royalty due the United States, inure to the benefit of all the land to 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 derived 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 or part or for a majority of production is 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 recouraging 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 101.12. (f) To drill as well on the leased lands

270

00503-003

EV-080-161

SATISFACTION, RELEASE AND DISCHARGE.

KNOW ALL MEN BY THESE PRESENTS: That the BENEFICIAL OIL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Utah, for and in consideration of the sum of Seven Hundred Fifty Thousand ($750,000.00) Dollars, to the Beneficial Oil Company in hand paid, by the CALIFORNIA PETROLEUM CORPORATION, a Utah corporation, the receipt whereof is hereby acknowledged, as follows:

> Two Hundred and Fifty Thousand ($250,000.00) Dollars, in lawful money of the United States of America, and
>
> Two certain promissory notes for the sum of Two Hundred and Fifty Thousand ($250,000.00) Dollars, each dated January 15th, 1928, payable to the order of the Beneficial Oil Company, and signed by the California Petroleum Corporation, (a California corporation), as maker, one payable on or before six (6) months from date, and the other payable on or before one year from date, each bearing interest at the rate of 4-1/2% per annum payable at maturity,

has satisfied, released and forever discharged, and by these presents does satisfy, release and forever discharge said California Petroleum Corporation of Utah, its successors and assigns, of and from all liability, claims and demands whatsoever, in law or in equity, arising out of and/or through and/or by virtue of that certain agreement dated the 8th day of September, 1926, made and entered into by and between the Beneficial Oil Company, a Utah corporation, party of the first part, and the California Petroleum Corporation, a Utah corporation, party of the second part, and/or on account of any of the matters or things covered by said agreement, and does hereby relinquish said agreement as fully performed on the part of said California Petroleum Corporation.

Nothing herein, nor in any agreement or instrument executed and delivered by the undersigned evidencing this satisfaction, release and discharge shall be construed as releasing or relieving the undersigned from any obligation and/or liability under, on account of or arising out of any covenant of warranty or guaranty in said agreement on the part of the undersigned contained, whether now incurred or hereafter to arise.

Dated January 10th, 1928.

BENEFICIAL OIL COMPANY,

By F. L. Scoville
President

ATTEST:

E. J. Bluth
Secretary

WITNESS:

J. C. Davis

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

On the 10th day of January, 1928, before me appeared F. L. Scoville, to me personally known, who being by me duly sworn, did say that he is the President of Beneficial Oil Company, the corporation described in the foregoing instrument, that the seal affixed to the said instrument is the corporate seal of said Corporation and that said instrument was signed, and sealed in behalf of said Corporation by authority of its Board of Directors, and said F. L. Scoville acknowledged the said instrument to be the free act and deed of said Corporation.

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

Notary Public
Residing at Salt Lake City, Utah.

RECEIVED
MAY 8 1980
BUREAU OF LAND MANAGEMENT
Moab District Office
229030
RECORDED May 24 1928 at 2:40 P.M.
IN BOOK 86 Oil PAGE 270
Fees $1.00 Carbon Co.
SUBLETTE COUNTY CLERK
By Lucy Lee Deputy

[redacted] [redacted] [redacted] 0650303-000

W167441

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS ASSIGNMENT is made and entered into this 3rd day of July, 19 56, by and between First Change Oil Company, a corporation, and Samuel W. Smith, as executors of the Estate of W. W. Smith, also known as W. Smith, deceased, hereinafter referred to as the "Assignor", and GENERAL PETROLEUM CORPORATION, a Delaware corporation, second party, hereinafter referred to as the "Assignee".

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease dated February 9, 1939, by and between the United States of America, party of the first part, as Lessor, and First Change Oil Company, a corporation, and the legal representatives of W. Smith, deceased, party of the second part, as Lessee, and designated as Sublette, Serial No. 08051(b), covering the following described lands situate in the County of Sublette, State of Wyoming, as follows:

Township 27 North, Range 113 West, 6th P.M.
Section 27: [illegible]

containing 100 acres, more or less.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

229031

JAN 1 1957

Assignment approved:
TERRY T. WILLIAMS, Manager,
Land Office
Box 579, Cheyenne, Wyoming

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other valuable consideration, the receipt of all of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign, set over and convey unto Assignee all of Assignor's right, title, interest, privileges and benefits in said Oil and Gas Lease and in and to the leasehold estate created thereby and the said lands described therein, including all of the rights, benefits and privileges accruing to Assignor thereunder, together with all of the operating rights of Assignor under said Oil and Gas Lease.

1. Assignor does hereby specifically retain and reserve, however, an overriding royalty over and above all royalties payable to the United States of America under said lease (including any renewal or extension of said lease) in an amount equal to Five Per Cent (5 %) of the value of all oil, gas and other hydrocarbon substances produced, saved and sold from the lands and not used by Assignee in its operations thereon.

2. The value of Assignor's royalty shall be determined as hereinafter set forth:

OIL: The quantity and gravity of the oil shall be determined in accordance with A. P. I. Bulletin No. 25 in its then last revision.

The value of the oil shall be computed on the basis of the posted prices of Standard Oil Company of California, Ohio Oil Company, Continental Oil Company, Socony-Vacuum Oil Company, General Petroleum Corporation, Utah Oil and Refining Company, Tide Water Associated Oil Company, The California Company, Standard Oil and Gas Company, Phillips Petroleum Company, The Texas Company, Sinclair Oil and Gas Company, The Carter Oil Company, Richfield Oil Corporation, or Union Oil Company of California, or any of them, whichever may be highest, applicable for oil of like quality and gravity at the well in the field where produced, at the time of production. If the oil produced from said lands shall require treatment or dehydration to render it marketable, Assignor shall pay Assignee, as agreed compensation for handling such oil, at the rate of Five Cents (5c) per barrel on Assignor's share of royalty oil, which Assignee may currently deduct from any monthly payments or settlements to Assignor.

GAS: The value of gas shall be computed on the basis of the price actually received by Assignee per thousand (1,000) cubic feet of gas in its natural state at the well, and in event Assignee shall deliver the gas to a purchaser at a place off the premises, Assignee shall be entitled to deduct from the price actually received by Assignee an amount equal to the cost of transporting the gas from the well to the place of delivery. Assignor shall not be entitled to receive any royalty on gas produced in the absence of a market therefor.

GASOLINE: If natural gasoline is manufactured by Assignee from gas produced from said lands, then the royalty payable to Assignor shall be an amount equal to Five Per Cent (5 %) of Forty Per Cent (40%) of the value of natural gasoline so manufactured. If gas is sold by Assignee for the purpose of manufacturing natural gasoline on a basis whereby a royalty is reserved to Assignee, then Assignor shall only be entitled to an amount equal to Five Per Cent (5 %) of the value of the said royalty so reserved by Assignee. The value of the gasoline shall be computed on the basis of the price per gallon received by Assignee, or the prevailing market price at the plant where manufactured and produced.

Nothing in this paragraph contained shall require Assignee to market or dispose of gas or gasoline in the absence of a market therefor and Assignee shall incur no liability to Assignor for failure to market or dispose of gas or gasoline.

RECORDED May 9th 1990 at 2:45 P.M.
IN BOOK 86 Oil & Gas PAGE 271
Fees $ 6.00
Nancy L. Lindsey COUNTY CLERK
SUBLETTE COUNTY CLERK
By [illegible] Deputy

271

FORM 5816

STATE OF CALIFORNIA,
County of Los Angeles } ss.

ON THIS 20th day of November, 1956, before me, appeared R. O. SWAYZE and T. M. VAIL, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Assistant Secretary respectively of the GENERAL PETROLEUM CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said R. O. SWAYZE and T. M. VAIL acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public in and for said County and State.

My Commission Expires Dec. 27, 1959.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

3. The overriding royalties retained and reserved by Assignor shall be payable in cash only and not in kind on or before the 25th day of each calendar month, based upon production of the preceding month.

4. The overriding royalty retained and reserved by Assignor shall bear its pro rata share of any production, severance, franchise or licensing tax or any other tax computed, measured or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming or any of its political subdivisions. Assignee is hereby authorized to and at its option may pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due.

5. Assignee shall pay all rentals from and after the date of this Assignment accruing under said lease to the government, and shall pay or deliver all royalties due the Government under said lease.

6. Assignee shall have the use, without payment of royalty, of so much of the oil, gas and other hydrocarbon substances and water produced on said lands as may be required in Assignee's operations thereon.

7. Assignor hereby represents and warrants that Assignor is the owner, without encumbrance, of the entire interest in said lease, and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease, or any right, title or interest therein, and has full right, power and authority to enter into this Assignment with respect to said lease.

8. Assignee agrees to comply with each and every condition and requirement of said lease, and laws and regulations applicable to said lease.

9. Assignee shall have the right at any time and from time to time to surrender to the United States all or any part, by legal subdivision, of the lands covered by this assignment in which event the royalty reserved hereunder shall forthwith terminate as to the lands so surrendered and Assignee shall be released and discharged from any and all obligations under this assignment as to said surrendered lands except for royalties theretofore accrued and unpaid.

10. Assignee shall have the right and Assignor does hereby authorize Assignee to enter into cooperative or unit development contracts or plans with lessees, owners and operators of other oil and gas lands on the geological structure of any oil and gas field embracing all or a part of said lands above described, for the purpose of securing development of the geological structure under unified control and Assignee is authorized to subject all or any part of the said lands above described to one or more of such cooperative or unit development contracts or plans. Assignor shall, at Assignee's request, execute as a party signatory thereto or by Assignor's attorney in fact any such cooperative or unit development contract or plan. Under said contract or plan the said lands above described and Assignor's interest therein, as reserved under this Assignment, may be pooled with other lands and the interests of others in said other lands for conservation purposes and to prevent economic waste and for the allocation of production for the computation of royalty and benefits to the lands subjected to said contract or plan. Assignor agrees and consents to Assignee, or its nominee, being or becoming the operator under such contract or plan. Any such cooperative or unit development contract or plan and the terms, covenants and conditions therein contained, including the allocation of production, in so far as they affect Government lands, shall be subject to the approval of the Secretary of the Interior of the United States.

11. No change in ownership of the overriding royalty reserved herein to Assignor shall be binding upon Assignee until Assignee has received from the transferee a certified copy of the instrument of transfer together with certified copies of all instruments showing valid devolvement of title from Assignor. In the event of changes in ownership so as to require more than three separate payments by reason of division of said overriding royalty, Assignee shall have the right to require the designation of a single agent for all of the owners of said overriding royalty, and payment by Assignee to such agent in a single sum shall discharge Assignee's obligations to pay said overriding royalty and Assignee shall have no obligation as to the distribution thereof.

12. Assignee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

13. This Assignment is subject to final approval by the Secretary of the Interior.

14. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first hereinabove written.

FIRST CHANCE OIL COMPANY

By _____ President

By _____ Secretary

Witness

Address

Witness

Address

Samuel C. Smith, as Administrator of The Estate of B. Y. Smith, also known as Brigham Y. Smith, Deceased

Assignor

GENERAL PETROLEUM CORPORATION

By _____ Vice President

By _____ Assistant Secretary

Assignee

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1980
BUREAU OF LAND MANAGEMENT

0053033-000

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

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy J. Wright
BUREAU OF LAND MANAGEMENT

IN THE MATTER OF OIL AND
GAS LEASE, EVANSTON LAND
OFFICE SERIAL NO 08051-B

ASSIGNMENT OF OVER-RIDING
ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Bruce S. Jenkins, as and being the duly appointed, qualified and acting administrator of the Estate of Brigham Y. Smith, deceased, by virtue of reservation of royalty contained in an assignment, dated the 3rd day of July, 1956, between First Chance Oil Company, a Wyoming corporation, and Samuel C. Smith, as the then administrator of the Estate of Brigham Y. Smith, deceased, as first parties, and General Petroleum Corporation, a Delaware corporation, as second party, and recorded in the office of the county clerk of the County of Sublette, State of Wyoming, reserving to said estate, and said estate is now the owner of an over-riding royalty of one-eighth of five per cent, to-wit: five-eighths of one per cent, of all oil, gas, casingheadgas and other hydro-carbon substances which may or shall be produced and saved from the following described lands, situate in the County of Sublette, State of Wyoming, to-wit:

229032

Township 27 North, Range 113 West 6th P. M., Wyoming.
Section 27: E½NE¼, [illegible]
Containing 100 acres

all of which lands are covered by and included within that certain oil and gas lease bearing Evanston Land Office Serial No. 08051-B.

RECORDED May 24 1990 2:24 PM
IN BOOK 86 OF G PAGE 274
FEES Law Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lou Lilly

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations in hand paid byGLADYS GLORIA WILSON, hereinafter called Assignee, the receipt and sufficiency of which is hereby acknowledged by said Bruce S. Jenkins, administrator as aforesaid, and conformably to an order of the district court of the County of Salt Lake, State of Utah, dated the 19 day of December, 1956, in the Matter of said estate, pending in said court, a copy of which said order is hereto attached, marked Exhigit "A," and made a part hereof, and hereby specifically referred to, said Administrator has sold, assigned, transferred, conveyed and quitclaimed, and by these presents does sell, assign, transfer, convey and quitclaim to Assignee all of the aforementioned over-riding royalty, being one-eighth of five per cent, to-wit: five-eighths of one per cent, of all oil, gas, casinghead gas and other hydro-carbon substances which may be produced and saved from the premises and lands hereinabove described, under said oil and gas lease and renewals and/or extensions; together with all right, title and interest of said estatea in or to said lands.

TO HAVE AND TO HOLD unto said Assignee, her heirs, personal representatives and assigns; subject to all of the terms and conditions of the aforesaid agreement and/or assignment.

Assignor-administrator agrees to execute such further instrument and assurance of title as Assignee may reasonably request, to properly vest in Assignee the title to the over-riding royalty interest hereby set over.

IN WITNESS WHEREOF, SAID Administrator, on behalf of said estate, and pursuant to said order of said district court, has hereunto set his hand this 19 day of December, 1956.

Bruce S. Jenkins
As Administrator of the Estate of
Brigham Y. Smith, Deceased.

Witnesses:
Richard V. Caudell
Residence, Salt Lake City, Utah.
[illegible]
Residence, Salt Lake City, Utah.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1980
Nancy J. Wright
BUREAU OF LAND MANAGEMENT

Statement and certificate of Assignee:

The undersigned hereby certifies, as follows:

1. Assignee is a native-born citizen of the United States.

2. Assignee's other interests direct and indirect in oil and gas leases and applications and offers therefor in the same State, together with the acreage on this instrument, do not exceed 15,360 chargeable acres.

3. Assignee is over the age of twenty-one years.

The undersigned agrees to be bound by the terms and provisions of said lease, and further agrees that the obligation to pay any over-riding royalties or payments out of production created herein, which, when added to over-riding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ per cent, shall be suspended when the average 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 suspensions 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 2nd day of January, 1957.

Gladys Gloria Wilson

Gladys Gloria Wilson.
Address: Big Piney, Wyoming.

WITNESSES:

L. L. Wilson, Address Big Piney, Wyo.

Carl Pfaff, Address La Barge, Wyo.

276

0050303-000

RECEIVED
U. S. LAND OFFICE
EVANSTON, WYO.
Date April 15 1924
Hour 9 a.m.

NOTICE.

DEPARTMENT OF THE INTERIOR.
General Land Office.

UNITED STATES LAND OFFICE, EVANSTON, WYOMING, April 15, 1924. Serial No. 08051.

AFFIDAVIT OF MARKING CORNERS Prospecting Permit,
AND POSTING NOTICE OF GRANT-
ING OF PERMIT, the following described lands.

WILL F. KAHL, of LaBarge, Wyoming, being first duly sworn, according to law, upon his oath deposes and says: that he is familiar with the boundaries of the lands hereinafter described, and with all of the corners thereof; that on the 6th day of February, 1924, he, with the aid of George R. Kahl, of LaBarge, Wyoming, with substantial monuments and posts, so that the boundaries can be readily traced on the ground, marked each of the corners of the lands embraced in and covered by Oil and Gas Prospecting Permit, Evanston, Wyoming, Serial No. 08051, granted by the United States to FIRST CHANCE OIL COMPANY, dated December 7, 1923, said land being situated in Sublette County, State of Wyoming, within the Evanston, Wyoming, land district, and described as follows, to-wit:

W½NE¼ and E½NE¼, Section 27, Township 27 North, Range 113 West of the 6th Principal Meridian, Wyoming, containing 320 acres.

That on said day he posted in a conspicuous place upon the above described lands a notice that such permit had been granted, which notice contained a true description of the lands covered by said permit; that a true copy of said notice, so posted upon said lands as aforesaid, is attached hereto and made a part of this affidavit.

Will F. Kahl

Subscribed in my presence and sworn to before me this 16th day of ~~March~~ April, 1924.

Ivan O. Jones
Notary Public.

229033

RECORDED May 24 1990 2:25 P M
IN BOOK 86 01 G PAGE 276.
FEES 6.00 May L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

N O T I C E

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 7th day of December, 1923, the Department of the Interior of the United States granted and issued to FIRST CHANCE OIL COMPANY, of Kemmerer, Wyoming, Oil and Gas Prospecting Permit, Evanston Serial No. 08051, for and embracing the following described lands, to-wit:

SW¼NE¼ and E½NE¼, Section 27, Township 27 North, Range 118 West of the 6th Principal Meridian, Wyoming, containing 320 acres.

FIRST CHANCE OIL COMPANY,
By Peter Sorlien, Jr.,
President.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1990
Nancy Wright
BUREAU OF LAND MANAGEMENT

4-218
ary 1952)

278

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Wyoming
Serial Evanston 08051(b)

RENEWAL LEASE OF OIL AND GAS LANDS UNDER THE ACT OF (SEC. 14) FEBRUARY 25, 1920, AS AMENDED

RECEIVED
MAY 8 1958
Bureau of Land Management

THIS INDENTURE OF LEASE, entered into, as of April 1, 1958
by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called the lessor, and

General Petroleum Corporation
612 So. Flower St.
Los Angeles 54, California

hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181 et seq.), 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

LaBarge field:
T. 27 N., R. 113 W., 6th P.M., Wyoming
sec. 27, $E\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$;

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1958
Nancy Wright
BUREAU OF LAND MANAGEMENT

GMK	5-1-58
JAL	5-1-58
L. L.	5/1/58

Insert 1/ with preferential right in lessee to renew this lease for successive periods of 10 years, unpon such reasonable terms and conditions as may be prescribed by lessor, unless otherwise prescribed by law, at expiration of such periods.

containing 100.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, 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, (see insert 1/)

SEC. 2. In consideration of the foregoing, 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 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, or unless a bond has been filed under 43 CFR 192.100 (e) applicable to this lease.

(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 set forth in the rental and royalty schedule attached to 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 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 leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

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

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

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

229034

RECORDED May 24 1958 AT 2:30 P M
IN BOOK 86 O&G PAGE 278
FEES 2.00 MARY L. KEALEY COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

FORM 3518

STATE OF CALIFORNIA }
County of Los Angeles } ss.

ON THIS 2nd day of May, 1958, before me, appeared R. E. LAUTERBACH and R. C. PARISH, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Assistant Secretary respectively of the GENERAL PETROLEUM CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said R. E. LAUTERBACH and R. C. PARISH acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Vera T. Parkinson
Notary Public in and for said County and State.

My Commission Expires Dec. 27, 1959.

FILE COPY

(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 an 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 and subleases, 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 conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

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

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

SEC. 3. The lessor reserves:

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

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

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

(d) *Helium.*—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (7) of the act of August 1, 1946 (60 Stat. 724, 760; 42 U. S. C. 1801, 1805), all uranium, thorium, and other materials determined to be peculiarly essential to the production of fissionable materials, contained in whatever concentration, 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 unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify, from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

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

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

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

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

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

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1980
Nancy Wright
BUREAU OF LAND MANAGEMENT

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA

For the Land Office Manager

By Arvin H. Olewold, Chief (Signing officer)
Minerals Adjudication Unit
Land Office, Cheyenne, Wyoming

JUN 30 1958
(Date)

WITNESSES

(Name and address)

(Name and address)

(Lessee signature)

(Lessee signature)

U. S. GOVERNMENT PRINTING OFFICE 16—60878-1

FILE COPY

279

(Renewal or exchange of a lease bearing a royalty rate other than 5%)

Evanston 08051(b)

AMENDED

SCHEDULE "D"

RENTAL AND ROYALTIES

Rentals.—To pay the lessor in advance an annual rental of $1 per acre prior to a discovery of oil or gas on the leased lands.

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 the following royalty on production removed or sold from the leased lands:

(1) A royalty of 12-1/2 percent on the production removed or sold from—

(a) Land determined by the Director, Geological Survey, not to be within the productive limits of any oil or gas deposit on August 8, 1946;

(b) An oil or gas deposit which was discovered after May 27, 1941, by a well or wells drilled on the leased land and which is determined by the Director, Geological Survey, to be a new deposit; or

(c) Allocated to the lease pursuant to an approved unit or cooperative agreement from an oil or gas deposit which was discovered on unitized land after May 27, 1941, and determined by the Director, Geological Survey, to be a new deposit, but only if at the time of discovery the lease was committed to the agreement or was included in a duly executed and filed application for approval of the agreement.

(2) On production of oil removed or sold from lands not subject to subsection (1) hereof, when the average production ofor the calendar month in barrels per well per day is:

		not over 110,	the	royalty	shall	be 12.5	percent;
over 110	but not	over 130	"	"	"	18	"
over 130	but not	over 150	"	"	"	19	"
over 150	but not	over 200	"	"	"	20	"
over 200	but not	over 250	"	"	"	21	"
over 250	but not	over 300	"	"	"	22	"
over 300	but not	over 350	"	"	"	23	"
over 350	but not	over 400	"	"	"	24	"
		over 400	"	"	"	25	"

(3) To and including April 8, 1958, the royalties to be paid hereunder shall be computed and paid on the basis of the royalties prescribed in the original lease.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 8 1959
Nancy P. Wright
BUREAU OF LAND MANAGEMENT

INT.-DUP. SEC., WASH., D.C.

79401

Form 3000-14
(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.

Evanston
026053

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)* Big Piney Oil and Gas Company
   Street 845 East 400 South
   City, State, ZIP Code Salt Lake City, Utah 84102

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 113 West, 6th P.M.					
Section 35: E½NE¼	12½%	12½%	-0-	---	---
Sublette County, Wyoming					
It being Transferor's express intent to transfer all of its rights in said lease whether or not correctly recited herein.					

229035

RECORDED May 24 1990 3:24 P M
IN BOOK 86 O & G PAGE 281
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
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 APR 1 1990

/s/ PAMELA J. LEWIS

By _____ SUPERVISORY LAND LAW EXAMINER MAR 27 1990
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

0059023-000
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.

Year

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.

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

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 16th day of March, 19 96

Name of Transferor Tip Top Oil and Gas Company
Please type or print

Transferor By: [signature]
(Signature)
or
Attorney-in-fact _____
(Signature)

4058 South 2835 East
(Transferor's Address)
Salt Lake City, Utah 84124
(City) (State) (Zip Code)

Executed this 16th day of March, 19 96

Big Piney Oil and Gas Company

Transferee By: [signature]
(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 [illegible] as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

[redacted] [redacted] FOR CLAIMANT

4-213
(Aug.1948)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 026053

NONCOMPETITIVE Contract No. I-SL(NS)

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED
sec. 1 - Act of July 29, 1942 (56 Stat. 726)

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the OCT 1 1949 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Stanley F. Bonnett Provo, Utah.**

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in [redacted]

T. 29 N., R. 113 W., 6th P.M., Wyoming.
sec. 35, NE¼;

229036

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FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

containing 160.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

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

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

(l) Nondiscrimination.—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) Assignment of oil and gas lease or interest therein.—To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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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 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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(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 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.

THE UNITED STATES OF AMERICA.

By Roy T Williams

Manager, District Land Office

Myrta Bennett
782 N. 2 East, Provo, Utah.
Boris Pierce
1450 W. 5th No. Provo Utah

Witnesses to signature of lessee.

L Stanley Bennett

Lessee.

U. S. GOVERNMENT PRINTING OFFICE 1948 O - 813770

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 and 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 producing oil and 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 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 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 per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount of 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.

CORRECTED MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, that MARJORIE GUIO, Grantor, a married woman, who is also known as Frances Margaret Guio, of Sublette County, and State of Wyoming, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Frances Margaret Guio and Kenneth Harrison Guio, Co-Trustees and their successors in trust under the FRANCES MARGARET GUIO JUNE 16, 1982 FAMILY TRUST, of P.O. Box 520, Big Piney, Wyoming, hereinafter called Grantee, all of my interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Sublette County, Wyoming, to wit:

Township 29 North, Range 113 West, 6th P.M.
Section 4: S/2SE/4
Section 9: NE/4
Section 10: N/2N/2, SE/4NW/4, SW/4NE/4

together with all right, title and interest which I have, if any, in and to that certain "Joint Operating Agreement" dated June 1, 1956, by and between BELCO Petroleum Company and Josephine Guio, and together with the right to ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the rights to remove from said land all of Grantee's property and improvements.

This transfer is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed.

Grantor agrees to execute such further assurances as may be requisite of the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described lands, upon default in payment by Grantor, and be subrogate to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or any wise belonging to the said Grantee herein, its successors and assigns forever, and Grantor does hereby warrant said title to Grantee, its successors and assigns, forever and does hereby agree to defend all and singular the said property unto the said Grantee herein, its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

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IN BOOK 86 O&G PAGE 290
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: ma

And the undersigned Grantor, for herself and her heirs, successors and assigns, hereby waives and releases all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way effect the purpose for which this instrument is made, as recited herein.

The Trustor of the Grantee is FRANCES MARGARET GUIO who has an unrestricted power to amend or revoke the terms of said trust. The beneficiaries of the Grantee are FRANCES MARGARET GUIO and KENNETH HARRISON GUIO during their lifetimes and thereafter certain of their descendants as defined more specifically in said trust. The Trustee and any successor Trustee is empowered to buy, sell, convey, encumber, assign, lease and in all manners deal in and with the assets of such trust without giving notice to or obtaining consent of the beneficiaries.

WITNESS my hand this 2ND day of MAY, 1990.

WITNESS

Marjorie Guio
MARJORIE GUIO

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned, a Notary Public, in and for said County and Sate, on this 2ND day of MAY, 1990, personally appeared MARJORIE GUIO, 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 me hand and affixed my notarial seal the day and year last above written.

Judy A. Babcock - Notary Public
County of Sublette — State of Wyoming
My Commission Expires December 1, 1990

My Commission Expires:

December 1, 1990

Judy A. Babcock
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT Doug Swanson & Co.
whose address is 518 17th St., Ste. 780, Denver, CO 80202, herein called "Assignor," in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, convey, sell, assign and transfer unto Enron Oil & Gas Company
1801 California St., Ste. 3400,
Denver, Colorado 80202, herein called "Assignee," the following interests:

229038

1. all of Assignor's right, title and interest in and to the leases and lands described on Exhibit "A" attached hereto and made a part hereof, said lands being located in Sublette County, State of Wyoming, together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with said leases and lands; AND for the same consideration stated hereinabove, Assignor does hereby grant, convey, sell, assign and transfer unto the said Assignee all of Assignor's right, title and interest in and to the Goat Hill #3 and #5 Wells located in Section 32, Township 31 North, Range 113 West, Sublette County, Wyoming, together with all casing, leasehold equipment, and personal property in or on or used in connection with said wells, AS IS AND WHERE IS, WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED;

RECORDED May 24 1990 3451 M
IN BOOK 86 OIG PAGE 292
FEES 10.00 Mary Lou Kost COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lou Kost

2. identical interests in the production of oil, gas or other minerals, inclusive of royalties, overriding royalties, production payments, right to take royalties in kind, or other interests;

3. identical interests derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths of geological formations; and

4. identical interests in all rights-of-way, easements, servitudes and franchises acquired or used in connection with operations for the exploration and production of oil, gas or other minerals, including the rights to permits and licenses of any nature owned, held or operated in connection with said operations.

Assignee, in consideration of the mutual benefits to be derived hereunder by its acceptance hereof, understands and agrees to the following terms and conditions:

1. Assignee hereby agrees to assume its proportionate part of any and all terms and provisions of the leases and any and all existing royalties, excess royalties, overriding royalty interests or other burdens out of production with which said leases may be burdened.

GOAT HILL [redacted]
50030 [redacted]
[redacted]
GOATHILL [redacted] SPECT

2. Assignee hereby agrees that it has inspected the leases, wells, 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 wells, the casing, leasehold equipment, fixtures, facilities, improvements, plugging requirements or exceptions thereto, including bonding requirements, in and on said wells, and all other personal property used or obtained in connection therewith, from and after the effective date of this Assignment and Bill of Sale. Assignee further 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, wells, equipment, fixtures, facilities, improvements sold and conveyed to Assignee but only insofar as such damages, claims, costs, expenses and liabilities relate to times on and after the effective date of this Assignment and Bill of Sale.

3. Assignee agrees to comply with all laws, ordinances, rules and regulations, federal, state and municipal, with respect to the abandonment of the wells or other abandonment of any and all of the leasehold equipment and property conveyed hereby, including, where applicable, the use of explosives in shooting or pulling of casing and tubing.

4. Assignee agrees that at such time as the wells on the leases assigned hereby are abandoned, such will be properly plugged and abandoned in accordance with the applicable rules and regulations pertaining to the plugging and abandoning of such wells in the State of Wyoming at the time said wells are plugged and abandoned, and Assignee further agrees that the surface of the land around said wells will be cleaned and restored as nearly as possible to its original condition. Assignee agrees to be responsible to Assignor for any damages in connection with the above-referenced operations and to hold Assignor harmless therefrom.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, according to the terms and conditions of said leases, the said Assignee to perform all of such conditions and covenants thereof as to the portion of lands herein assigned. This Assignment is made WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED.

This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the said Doug Swanson & Co., as Assignor, has executed this instrument on the 30th day of January 1990, but shall be effective for all purposes from and after the 1st day of January, 1989.

By: _____
Douglas A. Swanson, D.B.A. Doug Swanson & Co.

ATTEST:

Enron Oil & Gas Company

_____

By: _____

D. Weaver, Agent & Attorney-in-Fact

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 3rd day of May 1990, by D. Weaver as Agent & Attorney-in-Fact on behalf of Enron Oil & Gas Company

WITNESS my hand and official seal.

Debbie Spears
Notary Public

My Commission Expires:
3-27-93

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10th day of April, 1990, by Douglas A. Swanson, of Doug Swanson & Co., a(n) not incorporated corporation, on behalf of the corporation.

WITNESS my hand and official seal.

(Sign) Rita J Libra
(Print Name) Rita J. Libra
Notary Public in and for
Denver County, Colorado

My Commission Expires:
2-26-94

[redacted] COATHILL[redacted]ECT

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE BY AND BETWEEN Doug Swanson & Co. and Enron Oil & Gas Company DATED EFFECTIVE THE 1ST DAY OF JANUARY, 1989

EXHIBIT "A"

LEASE NO.: 5188
LESSOR: United States of America, Bureau of Land Management, Serial No. W-21124
LESSEE: Lee A. Adams
LEASE DATE: June 1, 1951
RECORDING DATA: Book 34, Page 174 of the Oil and Gas Records of Sublette County, Wyoming
DESCRIPTION: INSOFAR AND ONLY INSOFAR as said lease covers
Township 30 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, 4, S/2 NW/4, SW/4 NE/4
Section 6: SE/4 NE/4

LEASE NO.: 6863
LESSOR: United States of America, Bureau of Land Management, Serial No. W-02736
LESSEE: Lucile Hilton
LEASE DATE: December 1, 1950
RECORDING DATA: Book 33, Page 343 of the Oil and Gas Records of Sublette County, Wyoming
DESCRIPTION: INSOFAR AND ONLY INSOFAR as said lease covers
Township 31 North, Range 113 West, 6th P.M.
Section 31: E/2 NE/4, NE/4 SE/4
Section 32: W/2, W/2 E/2

END OF EXHIBIT "A"

296

Deer Hill
50187-000

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 St., Denver, 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.

Executed this 19th day of December, 1989, but effective 7:00 a.m. MST, May 1, 1989.

PERMA LAND COMPANY

By: _____

229039

RECORDED May 24 19 90 3:45 P M
IN BOOK 86 O&G PAGE 296
FEES 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mon Riley

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

On this 19th day of December, 1989, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, _____, _____ 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. Millus
Notary Public

BONNIE K. MILLER NOTARY PUBLIC STATE OF COLORADO

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN PERMA LAND COMPANY AND ENRON OIL & GAS COMPANY DATED DECEMBER 19, 1989.

EXHIBIT "A"

DATE: May 1, 1951
LESSOR: USA FED. WYO 06206
LESSEE: W. Russell Hull
DESCRIPTION: T30N-R113W
Section 9: E/2
Section 15: ALL less SW/4SW/4
Sublette County, Wyoming
INTEREST CONVEYED: 1.2%

END OF EXHIBIT "A"

Middle Piney Creek
50431-000
50435-000

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 St., Denver, Colorado 80202, hereinafter referred to as "ASSIGNEE", its successors and assigns, all its 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".

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.

Executed this 17th day of January, 1990, but effective 7:00 a.m. MST, October 1, 1989.

PERMA LAND COMPANY

229040

RECORDED May 24 1990 3:45 P.M.
IN BOOK 86 O&G PAGE 298
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

On this 17th day of January, 1990, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Steven L. Dell, personally known to me to be the Assistant Secretary of Perma Land Company, and to be the identical person who subscribed the name of Perma Land Company to the foregoing instrument as its Assistant Secretary, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said ~~corporation~~ 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 8-11-93.

Bonnie K. Miller
Notary Public

BONNIE K. MILLER NOTARY PUBLIC STATE OF COLORADO

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BETWEEN ENRON OIL & GAS COMPANY AND PERMA LAND COMPANY DATED JANUARY 17, 1990.

EXHIBIT "A"

DATE: December 31, 1938
LESSOR: USA FED. EVANSTON 022769 A
LESSEE: Melba Chipman Eldredge
DESCRIPTION: T29N-R113W
Section 1: Lots 3, 4, S/2NW/4, SW/4
Section 2: Lots 1-4, S/2NE/4, SE/4NW/4, S/2
Sublette County, Wyoming

DATE: December 31, 1938
LESSOR: USA FED. EVANSTON 022769
LESSEE: Melba Chipman Eldredge
DESCRIPTION: T29N-R113W
Section 3: Lots 1-4, S/2N/2, N/2SW/4, NW/4SE/4, S/2S/2
Section 4: Lots 1-3, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4
T30N-R113W
Section 33: E/2, E/2W/2
Sublette County, Wyoming

END OF EXHIBIT "A"

AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

ANDREW C. MORRIS, being duly sworn, deposes and says that:

1. He is Division Landman for Enron Oil & Gas Company;

2. He is familiar with the documents listed below which are located in Township 29 North, Range 113 West, Section 35: NE/4. The lease involved is Federal Lease EV-026053.

   (a) Application for Extension of Oil and Gas Lease dated October 11, 1954, between The United States and Big Piney Oil and Refining Co.

   (b) Assignment of Oil and Gas Lease dated November 3, 1953, between Stanley Bonnett and Big Piney Oil and Refining Company.

   (c) Assignment of Overriding Royalty dated September 15, 1954, between W. Russell Hull and J.H. Morgan, Sr.

   (d) Assignment of Record Title dated December 20, 1955, between Big Piney Oil and Refining Company and Big Piney Oil and Uranium Company.

   (e) Assignment of Operating Rights dated September 6, 1957, between Big Piney Oil and Gas Company and Tip Top Oil and Gas Company.

   (f) Assignment of Operating Rights dated March 17, 1958, between Big Piney Oil and Gas Company and Tip Top Oil and Gas Company.

   (g) Assignment of Overriding Royalty Interest dated May 20, 1959, between W. Russell Hull to J.H. Morgan, Sr.

   (h) Assignment of Overriding Royalty Interest dated February 23, 1960, between Stanley F. Bonnett and Myrta Bonnett.

   (i) Assignment of Overriding Royalty Interest dated November 20, 1975, between Myrta W. Bonnett and John S. Bonnett and Charles L. Bonnett.

   (j) Assignment of Overriding Royalty Interest dated April 18, 1979, between Luna C. Wootton and Richard Wootton, Jean W. Celio, Wesley C. Wootton and James C. Wootton.

   All of these documents are attached as Exhibit "A" to this Affidavit.

3. For the purposes of invoking the legal protections of constructive notice under the Wyoming recording acts of said documents listed above, attached hereto, affiant has executed this Affidavit which he will cause to be recorded in the records of the Sublette County Recorder, State of Wyoming.

Subscribed and sworn to before me this 8th day of May, 1990.

229041

ENRON OIL & GAS COMPANY

RECORDED May 24 19 90 3:45 PM
IN BOOK 86 O&G PAGE 300
FEES $28.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

By: Andrew C. Morris
Division Landman
"Affiant"

7304D

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of May, 1990 by Andrew C. Morris.

WITNESS my hand and official seal.

3-27-93
My Commission Expires

Debbie Spears
Notary Public
Debbie Spears

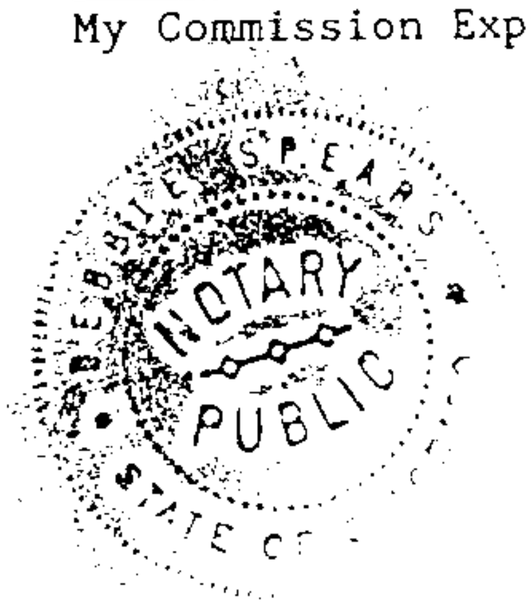


Exhibit "A" to Affidavit
dated May 8, 1990.

UNITED STATES 302
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

(9)

Serial No. AVANSTON 026053

Date of lease Oct. 1, 1949

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]

RECEIVED
AUG 23 1954
Lands and Survey Office
Box 578 Cheyenne, Wyo.

Mr.
Mrs.
1. Miss Big Piney Oil and Refining Co.
(Name)
306 Wasatch Oil Bldg.
(Number and street)
Salt Lake City 1, Utah.
(City and State)

the record title holder of the above-noted oil and gas lease hereby applies for a 5-year extension of the lease pursuant to the regulations 43 CFR 192.120.

2. The lands included in the lease are:

T. 29 N., R. 113 W., 6th P.M., Wyoming
Sec. 35, NE¼;

160 acres.

134394

CONSERVATION DIVISION
RECEIVED
SEP 7 1954
GEOLOGICAL SURVEY

SELECTED FOR MINERAL AND MINERALS

3. Rental for the sixth year of the lease in the amount of $ 80.00 remitted 8-23-54.

Big Piney Oil & Refining Co.
By [signature]
(Lessee signature) (Lessee signature) Vice President &MGR.

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 [signature]
(Signing officer)

Lease extended to SEP 30 1959 OCT 1 1954
(Title) (Date)

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.120.

16—69742-1

ORIGINAL

STRUCTURAL SECTION
APPROVED
OCT 7 1954
Sgd: J. D. CERKEL
FOR THE DIRECTOR
PAS: GEOLOGICAL SURVEY

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 26 1988
BUREAU OF LAND MANAGEMENT

Exhib[redacted] to Affidavit, dated May 8, [redacted] (b)

CERTIFIED
to be a true and comparative c
of the official record on file
JAN 26 1953
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR

UNITED STATES LAND OFFICE

CHEYENNE, WYOMING

SERIAL #026053 EVANSTON

RECEIVED
NOV 19 1953
Bureau of Land Management
Land Office
Wyoming

ASSIGNMENT OF OIL AND GAS LEASE

THIS INDENTURE WITNESSETH:

That the undersigned, Stanley F. Bonnett, is the lessee and holder of an oil and gas lease issued by the United States of America dated October 1st, 1949, Serial #026053 Evanston, Wyoming Land Office, covering the following described land, viz:

The Northeast quarter (NE¼) of Section 35, Township 29 North, Range 113 West of the 6th P.M. Wyoming. Area 160 acres.

That for the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, the undersigned lessee hereby sells, assigns and transfers the said lease and all his right, title and interest in and to the said lease and in and to the said land to Big Piney Oil And Refining Company, a Utah corporation, assignee, of Salt Lake City, Utah, reserving to the lessee however, an overriding royalty of 5% of all oil and/or gas which may be produced and saved from the said land under said lease or under any extensions thereof or any leases issued in exchange for or in any manner arising out of said lease. The said overriding royalty herein reserved shall be paid in the same time and manner as royalties payable to the United States under said lease. It is understood that 2½% royalty reserved on said land by a previous lessee as assignor to Stanley F. Bonnett shall be paid out of the 5% herein reserved, so that the total overriding royalty on said land shall be only 5%.

Executed in quadruplet this 2nd day of November, 1953.

Assignment approved:

Manager, Land and Survey Office

Stanley F Bonnett
LESSEE.

149695

Paid $10 assignment fee, Rec.#.....
303

(b)

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

Personally appeared before me this 9th day of January, 1953, Stanley F. Bonnett, known to me to be the person named in and who executed the foregoing assignment, and who duly acknowledged to me that he executed the same as his free and voluntary act and deed.

Gladys Wray
NOTARY PUBLIC
Residing at Salt Lake City, Utah.

My Commission Expires
Oct. 16, 1953

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 26 1938
BUREAU OF LAND MANAGEMENT

Exhibit "[redacted] Affidavit dated May 8, 1990

DEPARTMENT OF THE INTERIOR [redacted]

BUREAU OF LAND MANAGEMENT

WASHINGTON, D. C.

RECEIVED
SEP 17 1954
Land & Survey Office
Cheyenne, Wyoming

IN THE MATTER OF U.S. OIL AND GAS LEASE BEARING SERIAL NO. Ey. 021585 (now 022632) COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETTE STATE OF WYOMING.

ASSIGNMENT OF ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of October 1, 19 44, the United States of America issued unto W. Russell Hull, as Lessee, that certain U. S. Oil and Gas Lease bearing Serial No. Ey. 021585, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T. 29 N., R. 113 W., 6th P.M., Wyoming

Section 35: NE¼

containing 160.00 acres, more or less, and,

WHEREAS, W. Russell Hull is the present owner and holder of a 2½ % 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 Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, W. Russell Hull, does hereby set over, transfer and assign unto J. H. Morgan, Sr. subject to the approval of the Secretary of the Interior, and undivided 1-3/16 % overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease, divided as follows:

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 15th day of September, 1954.

W. RUSSELL HULL, LESSEE

By C. I. Justheim

C. I. Justheim, Attorney in Fact

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

On this 15th day of September, 1954, personally appeared before me, the undersigned Notary Public in and for said County and State, C. I. JUSTHEIM, as Attorney in Fact for W. Russell Hull, the signer of the above instrument, who duly acknowledged to me that he executed the same.

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

Kathryn G. Bradford

Notary Public in and for said County and State

My Commission Expires: April 21, 1957

"Paid $10 assignment fee, Rec. # 195734"

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

JAN 26 1988

BUREAU OF LAND MANAGEMENT

Form No. 4-1178
(July 1951)

Exhibit "A" to Affidavit dated May 8, 1990. 306

(d)

RECEIVED DEC 27 1955 OFFICE STAMP Bureau of Land Management Office Evanston, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt no. 35764
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Evanston, Wyoming
Serial No. 026053
Date of Lease Oct. 1, 1949

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to BIG PINEY OIL AND URANIUM COMPANY
(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:

The Northeast quarter ($NE\frac{1}{4}$) of Sec. 35, Township 29 North, Range 113 West, 6th P.M. Area 160 acres all in Sublette County, Wyoming.

2. Interest of assignor in such lands entire leasehold interest.
3. Extent of such interest conveyed to assignee all subject to overriding royalties previously reserved
4. Overriding royalty reserved herein to assignor none.
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 5%.
(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 20th day of ~~November~~ December 19 55

WITNESS:

J. E. Carman

BIG PINEY OIL AND REFINING COMPANY
by Stanley C. Pigott, President
(Assignor's signature)
306 Phillips Petroleum Bldg., Salt Lake City, Utah
(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) a Utah 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 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 20th day of ~~November~~ December 19 55

WITNESSES:

J. E. Carman Salt Lake City
(Name and address)
Wesley C. Pigott Salt Lake City
(Name and address)

BIG PINEY OIL AND URANIUM COMPANY
by [signature], President
(Assignee's signature)
306 Phillips Petroleum Bldg., Salt Lake City, Ut
(Address)

Assignment approved effective JAN 1 1956

THE UNITED STATES OF AMERICA

By [signature]
(Signing officer)
Manager, Land Office
(Title)

CERTIFIED to be a true and comparative copy of the official records on file
JAN 26 1988
BUREAU OF LAND MANAGEMENT

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

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a). 16—64804-1

[redacted] [redacted] [redacted]

[redacted]

RECEIVED
SEP 20 1957
Bureau of Land Management
Land Office
Cheyenne, Wyoming

EXHIBIT [redacted] AFFIDAVIT DATED
May 8, 19[redacted]

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

JAN 26 1988

BUREAU OF LAND MANAGEMENT

(e)

ASSIGNMENT OF WORKING INTEREST

For the sum of Ten ($10.00) Dollars receipt of which is hereby acknowledged, the undersigned Big Piney Oil and Gas Company, 306 Phillips Petroleum Building, Salt Lake City, Utah, hereby sells, assigns, and transfers to Tip Top Oil and Gas Company, a Nevada Corporation, a one eighth (1/8) undivided working interest in and to the lease from the United States Serial No. Evanston 026053 only so far as the same affects forty (40) acres covered by said lease and described as follows:

> The Southeast quarter ($SE\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 35; Township 29 North, Range 113 West of the 6th P. M., Sublette County, Wyoming.

Said Big Piney Oil and Gas Company reserves and retains to itself all right and interest under said lease so far as it affects the remaining one hundred twenty (120) acres of said lease.

It is understood that this assignment of one eighth (1/8) working interest in said forty (40) acres first described herein is subject to an overriding royalty of five per cent (5%) reserved by previous holders of said lease.

Executed in triplicate this 6th day of September, 1957.

BIG PINEY OIL AND GAS COMPANY

by _____
President

On this 10th day of September, 1957, before me, the undersigned Notary Public, in and for the State of Utah, personally appeared J. Grace Wrathall, the President of the Big Piney Oil and Gas Company, a Utah Corporation, known to me to be the person whose name is subscribed to and who executed the foregoing instrument as President, on behalf of said Corporation and who duly acknowledged to me that said Corporation executed the same pursuant to authority of a resolution of their Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal this 10th day of September, 1957.

Gladys Wray
Notary Public, residing:
Salt Lake City, Utah

My Commission Expires:
Oct. 16, 1958

Paid $10 assignment fee, Rec.# 693418

307

Exhibit "A" to Affidavit dated May 8, 1990 308 (f)

546545

[illegible] fee, Rec.#[illegible]

[illegible] OF THE INTERIOR
[illegible] OF LAND MANAGEMENT

ASSIGNMENT OF WORKING INTEREST

For the sum of Ten ($10.00) Dollars, receipt of which is hereby acknowledged, the undersigned Big Piney Oil and Gas Company, 300 Phillips Petroleum Building, Salt Lake City, Utah, hereby sells, assigns, and transfers to Tip Top Oil and Gas Company, a Nevada Corporation, a one eighth (1/8) undivided working interest in and to the lease from the United States Serial No. Evanston 026053 only so far as the same affects forty (40) acres covered by said lease and described as follows:

RECEIVED
LAND OFFICE
CHEYENNE, WYOMING

The Northeast quarter (NE¼) of the Northeast Quarter (NE¼) of Section 35; Township 29 North, Range 113 West of the 6th P. M., Sublette County, Wyoming.

Said Big Piney Oil and Gas Company reserves and retains to itself all right and interest under said lease so far as it affects the remaining one hundred twenty (120) acres of said lease.

It is understood that this assignment of one eighth (1/8) working interest in said forty (40) acres first described herein is subject to an overriding royalty of five per cent (5%) reserved by previous holders of said lease.

Executed in triplicate this 17th day of March 1958.

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

JAN 26 1988

BUREAU OF LAND MANAGEMENT

BIG PINEY OIL AND GAS COMPANY

By J. Tracy Wootton
President

On this 17th day of March 1958 before me, the undersigned Notary Public, in and for the State of Utah, personally appeared J. Tracey Wootton, the President of the Big Piney Oil and Gas Company, a Utah Corporation, known to me to be the person whose name is subscribed to and who executed the foregoing instrument as President, on behalf of said Corporation, and who duly acknowledged to me that said Corporation executed the same pursuant to authority of a resolution of their Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal this 17th day of March 1958.

My Commission Expires:
Aug 29 1960

Notary Public, residing:
Salt Lake City, Utah

Exhibit "A" to A[redacted]t dated May 8, 1950

546645

[illegible] fee, Acc.#[illegible]

[illegible] OF THE INTERIOR
[illegible] OF LAND MANAGEMENT

ASSIGNMENT OF WORKING INTEREST

For the sum of Ten ($10.00) Dollars, receipt of which is hereby acknowledged, the undersigned Big Piney Oil and Gas Company, [illegible]ps Petroleum Building, Salt Lake City, Utah, hereby sells, assigns, and transfers to Tip Top Oil and Gas Company, a Nevada Corporation, a one eighth (1/8) undivided working interest in and to the lease from the United States Serial No. Evanston 026053 only so far as the same affects forty (40) acres covered by said lease and described as follows:

RECEIVED
LAND OFFICE
CHEYENNE, WYOMING

The Northeast quarter ($NE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section 35; Township 29 North, Range 113 West of the 6th P. M., Sublette County, Wyoming.

Said Big Piney Oil and Gas Company reserves and retains to itself all right and interest under said lease so far as it affects the remaining one hundred twenty (120) acres of said lease.

It is understood that this assignment of one eighth (1/8) working interest in said forty (40) acres first described herein is subject to an overriding royalty of five per cent (5%) reserved by previous holders of said lease.

Executed in triplicate this 17th day of March 1958.

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

JAN 26 1988

BUREAU OF LAND MANAGEMENT

BIG PINEY OIL AND GAS COMPANY

By J. Tracey Wootton
President

On this 17th day of March 1958 before me, the undersigned Notary Public, in and for the State of Utah, personally appeared J. Tracey Wootton, the President of the Big Piney Oil and Gas Company, a Utah Corporation, known to me to be the person whose name is subscribed to and who executed the foregoing instrument as President, on behalf of said Corporation, and who duly acknowledged to me that said Corporation executed the same pursuant to authority of a resolution of their Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notorial seal this 17th day of March 1958.

My Commission Expires:
Aug 25 1960

Notary Public, residing:

310

Exhibit "A" to Affidavit dated May 8, 1990.

(9

IN THE MATTER OF U.S. OIL AND GAS LEASE)
BEARING ~~XXXXXX~~ Serial Number E anston 026053)
COVERING THE HEREINAFTER DESCRIBED LANDS IN) ASSIGNMENT OF ROYALTY
THE COUNTY OF Sublette) INTEREST
STATE OF Wyoming)

- - - - - -

800E82

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of October 1, 1944, The United States of America issued unto W. Russell Hull as Lessee, that certain U. S. Oil and Gas Lease bearing Serial No. Ev. 026053 (formerly Ev. 021585) affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T. 29 N., R. 113 W., 6th P. M., Wyoming

Sec. 35: NE/4

containing 160.00 acres, more or less

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 26 1988
BUREAU OF LAND MANAGEMENT

WHEREAS, J. H. Morgan, Sr. is the present owner and holder of a 1-3/16 % 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 Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, J. H. Morgan, Sr., does hereby set over, transfer and assign unto John H. Morgan, Jr., subject to the approval of the Secretary of the Interior, an undivided 1. 3/16 % overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease, [redacted]

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 20th day of May, 1959.

J. H. Morgan, Sr.

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this 20th day of May, 1959, personally appeared before me, the undersigned Notary Public in and for said County and State, J. H. MORGAN, SR., the signer of the above instrument, who duly acknowledged to me that he executed the same.

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

Kathryn C. Bradford
Notary Public in and for said
County and State

My Commission Expires:

April 21, 1961

[redacted]

[redacted] Exhibit "A" to Af[redacted]t dated May 8, 1990 [redacted]

RECEIVED
FEB 25 1960
Bureau of
Land Management
Land Office
Cheyenne, Wyoming

IN THE MATTER OF U. S. OIL AND GAS LEASE)
BEARING SERIAL NUMBER EVANSON 026053)
COVERING THE HEREINAFTER DESCRIBED LANDS IN) ASSIGNMENT OF ROYALTY
THE COUNTY OF SUBLETTE) INTEREST
STATE OF WYOMING)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of October 1, 1944, The United State of America Issued unto W. Russell Hull as Lessee, that certain U. S. Oil and Gas Lease bearing Serial No. Evanston 026053 (formerly Evanston 021585) affecting certain lands in the County of Sublett, State of Wyoming, described as follows:

T. 29 N., R. 113 W., 6th P. M., Wyoming
Section 35: NE¼
containing 160.00 acres, more or less

and,

WHEREAS, Stanley F. Bonnett is the present owner and holder of a 1½% 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 Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Stanley F. Bonnett, does hereby set over, transfer and assign unto Myrta Bonnett, subject to the approval of the Secretary of the Interior, an undivided 1½% overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease.

This Assignment shall Inure to and blnd the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 23rd day of Feb., 1960.

Stanley F. Bonnett
Stanley F. Bonnett

STATE OF UTAH)
: ss.
COUNTY OF Utah)

On this 23rd day of Feb, 1960, personally appeared before me, the undersigned Notary Public in and for said County and State, Stanley F. Bonnett, the signer of the above Instrument, who duly acknowledged to me that he executed the same.

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

Alma Dorgerfield
Notary Public in and for said County and State

My Commission Expires:
April 18, 1963
Residing at:
Provo Utah

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 26 1938
BUREAU OF LAND MANAGEMENT

Exhibit "A" to Affidavit dated May 8, 1990

8622

IN THE MATTER OF U.S. OIL AND GAS LEASE BEARING SERIAL NUMBER Evanston 026053 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF SUBLETT STATE OF WYOMING.

ASSIGNMENT OF ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, under date of October 1,1944, The United States of America issued unto W. Russell Hull, as Lessee, that certain U.S. Oil and Gas Lease bearing Serial No. Evanston 026053 formerly Evanston 021585,affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T. 29 N.,R.113 W., 6th P.M. Wyoming
Section 35: NE Quarter.
Containing 160.00 acres, more or less

and

WHEREAS, Myrta W. Bonnett is the present owner and holder of a 1-1/2% overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the said lands, under and pursunnt to said Oil and Gas Lease.

NOW, THEREF ORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, MYRTA W. BONNETT does hereby set over, transfer and assign unto JOHN S. BONNETT and CHARLES L. BONNETT subject to the approval of the Secretary of the Interior, an undivided 1-1/2% overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease, divided as follows:

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 20th day of NOVEMBER, 1975.

Myrta W. Bonnett

STATE OF UTAH)
)ss.
County of Utah)

On this 20th day of NOVEMBER, 1975, personally appeared before me, the undersigned Notary Public in and for said County and State, Myrta W. Bonnett, the signer of the above instrument, who duly acknowledged to me that she executed the same.

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

NOTARY PUBLIC
Residing at: PROVO UT.

My Comm. expires: 3-2-77

STATE OF UTAH] ss
COUNTY OF UTAH]

I, THE UNDERSIGNED, RECORDER OF UTAH COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE COPY OF THE ORIGINAL RECORDED DOCUMENT IN THE OFFICIAL RECORD IN MY OFFICE AS THE SAME APPEARS IN BOOK 1974 AT PAGE 154 ETC.
WITNESS MY HAND AND SEAL OF SAID OFFICE THIS 7th DAY OF April, 1982
NINA B. REID, RECORDER
Dale Morton DEPUTY

1982 APR -7 AM 10 15
NINA B. REID
UTAH COUNTY RECORDER
FEE
DEPUTY
PR

REQUEST OF

8622

BOOK 1974 PAGE 154

Exhibit "A" to Affidavit dated May 8, 1990.

IN THE MATTER OF U.S. OIL AND GAS LEASE BEARING SERIAL NO. Evanston 026053 COVERING THE HEREINAFTER DESCRIBED LANDS IN THE COUNTY OF Sublette STATE OF Wyoming

ASSIGNMENT OF ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of October 1, 1949, The United States of America issued unto Stanely F. Bonnett & assigned to Big Piney O&G Co as Lessee, that certain U.S. Oil and Gas Lease bearing Serial No. Evanston 026053 affecting certain lands in the County of Sublette State of Wyoming, described as follows:

Section 35, NE 1/4, Township 29 North, Range 113 West, 6th P.M. Wyoming.

and,

WHEREAS, Luna C. Wootton is the present owner and holder of a 1 (one) % 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 Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Luna C. Wootton does hereby set over, transfer and assign to Richard Wootton, Jean W. Cello, Wesley C. Wootton, and James C. Wootton, as joint tenants with full rights of survivorship subject to the approval of the Secretary of the Interior, an undivided 1 (one)% overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease, divided as follows:

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors, and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 18th day of April, 1979.

Luna C. Wootton
LUNA C. WOOTTON

STATE OF UTAH)
:ss.:
County of Salt Lake)

On this 18th day of April, 1979, personally appeared before me, the undersigned Notary Public, in and for said County and State, Luna C. Wootton the signer of the above instrument, who duly acknowledged to me that he executed the same.

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

NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:
2-2-98

(12)

Wyoming
Carbon
Rawlins

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Rawlins

Serial 021743

Non-competitive Lease of Oil and Gas Lands Under the Act of February 25, 1920
as Amended

MAR 1 - 1947

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Georgia M. Davis, 1316 East Colfax Ave., Apt. 8, Denver, Colorado, ~~779 Lafayette Street, Denver 3, Colorado~~ party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the Act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

Filed 4/16/47 with Carbon Co. 021743

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 ~~xxx fields~~

T. 27 N., R. 113 W., 6th P.M., Wyoming;
sec. 33: N½SW¼.

Sublette

containing 80 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 five 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 $1000 nor more than $5000, 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 $5000 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.

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 $1000 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 $1000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date

229049

RECORDED May 25 1990 12'40 P M
IN BOOK 86 OIG PAGE 313
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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to be a true and comparative copy
of the official records on file
APR 10 '90
BUREAU OF LAND MANAGEMENT

500-20-000
Big Piney SHALLOW

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

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

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.--Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

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

(l) 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.

(m) 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.

(n) 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 int 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.

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(o) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(p) 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.

(q) 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.

(r) Overriding royalties.--Not to create overriding royalties in excess of five per cent.

(s) 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

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BUREAU OF LAND MANAGEMENT

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

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

(f) Casing.--All rights pursuant to section 40 of the Act to purchase casing and lease or operate valuable water wells.

(g) Fissionable materials.--Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same making just compensation for any damage or injury occasioned thereby.

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

SEC. 5. Surrender and termination of lease.--The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

SEC. 6. Purchase of materials, etc., on termination of lease.--Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within three 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 lesse, shall not within three 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

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BUREAU OF LAND MANAGEMENT

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 cause of forfeiture shall not prevent the cancelation 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 covenated 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.

Witness to signature of lessee---- _____

_____

_____ _____

_____ _____

_____ _____

_____ _____
Lessee

For signature [illegible]

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

APR 10 1980

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.

(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.

U. S. GOVERNMENT PRINTING OFFICE 16—80056-1

The average production per well per day for oil and for gas shall

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A S S I G N M E N T
OF
OIL AND GAS LEASE

RECEIVED
JUN 15 19[illegible]

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Georgia M. Heintze hereinafter for convenience designated ASSIGNOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations in hand paid by Lynwood W. Davis hereinafter for convenience designated ASSIGNEE, the receipt of which is hereby confessed and acknowledged, and the other agreements and promises hereinafter contained, does hereby grant, bargain, sell, convey, transfer and set over and assign (subject to approval of the Secretary of the Interior) to said ASSIGNEE one-half (1/2) of all of ASSIGNOR'S right, title, and interest in and to that certain oil and gas lease between The United States of America, as Lessor, and Georgia M. Heintze as Lessee, dated March 1, 1947, and bearing serial number Evanston #021743, covering the following described land in the State of Wyoming, to-wit:

T. 27 N., R. 113 W., 6th P.M., Wyoming
Sec. 33: N 1/2 SW 1/4,

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, Assignee's heirs, executors, administrators, successors and assigns forever.

This assignment is made without warranty whatsoever and conveys unto Lynwood W. Davis, one-half of all of Georgia M. Heintze's right, title and interest to the oil and gas deposits in the lands above set forth and above described, to and to hold unto said Lynwood W. Davis, under and subject to applicable statutes and rules and regulations of the United States of America to said leases.

229050

FILED FOR RECORD May 25 1950 12:40 P.M.
RECORDED IN BOOK 86 PAGE 320
FEES $ None Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 16 1980
BUREAU OF LAND MANAGEMENT

Big Piney Shallow
50020-000

In consideration of the foregoing Assignment and of the approval thereof by the Secretary of the Interior, said Assignee hereby promises, covenants, contracts and agrees to and with the Assignor and the United States of America to fully keep and perform upon his part all the terms, conditions, stipulations, covenants, promises and agreements in said lease required to be kept and performed by said Assignor as to the land described above, with the same force and effect as if said Assignee had been named as the original Lessee of said land and had executed said lease as Lessee.

IN WITNESS WHEREOF, the Assignor has signed and sealed this instrument the 2nd day of June, A.D. 1951, and the Assignee has signed and sealed this instrument the 2nd day of June, A.D. 1951.

Georgia M. Heintze
(Assignor)

Lynwood W. Davis
(Assignee)

STATE OF California)
) ss.
COUNTY OF Los Angeles)

I, OLIVER P. CLARK, a notary public in and for said County and State aforesaid, do hereby certify that Georgia M. Heintze who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument of writing as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of June, A.D. 1951. My commission expires 12-8-51.

Oliver P. Clark
Notary Public

Assignment approved.

- 2 - Manager, Land and Survey Office

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 1 0 1981
BUREAU OF LAND MANAGEMENT

appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of June, A.D. 1951. My commission expires Aug. 13, 1953.

Elizabeth Fenton
Notary Public

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 16 1990
BUREAU OF LAND MANAGEMENT

(a) My name and address.

Lynwood W. Davis
328 Cooper Building
Denver 2, Colorado

(b) I am a native born male citizen of the United States of America. I am over 21 years of age.

(c) Applicant's interests, direct and indirect, in oil and gas leases issued under the Act of February 25, 1920 (41 Stat. 437; 30 U.S.A. 181) as amended, covering lands in the same state, with identifying serial number and records may be found as follows:

Lynwood W. Davis - Lease Wyoming 0257
Lease Wyoming 02091
Lease Wyoming 066

(d) Applicant is ready upon demand to furnish such bond or bonds as may be required under the lease or regulations.

Lynwood W. Davis
June 14, 1951

WITNESSES:

_____

_____

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 1[illegible]
BUREAU OF LAND MANAGEMENT

A S S I G N M E N T

O F

O I L A N D G A S L E A S E

RECEIVED
AUG 17 1951
Land and Survey Office
Cheyenne, Wyoming

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned LYNWOOD W. DAVIS, also known as L. W. DAVIS of LaBarge, Wyoming, hereinafter for convenience designated ASSIGNOR, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations in hand paid by TRANSCO GAS AND OIL CORPORATION hereinafter for convenience designated ASSIGNEE, the receipt of which is hereby confessed and acknowledged, and the other agreements and promises hereinafter contained, does hereby grant, bargain, sell, convey, transfer and set over and assign (subject to approval of the Secretary of the Interior) to said Assignee all of Assignor's right, title and interest in and to that certain oil and gas lease between The United States of America, as Lessor, and Georgia M. Heintze, formerly known as Georgia M. Davis and Lynwood W. Davis as Lessee, dated March 1, 1947, and bearing Serial No. 021743 covering the following described land in_____County, State of Wyoming, to-wit:

229051

T. 27 N., R. 113 W., 6th P.M., Wyoming
Sec. 33: N 1/2 SW 1/4

RECORDED May 25 1951 8:45 A.M.
IN BOOK 86 O&G PAGE 324
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Lily

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, its successors and assigns forever, reserving nevertheless to the said LYNWOOD W. DAVIS, an overriding royalty consisting of the net proceeds from the sale at the field market price of Two and one-half percent (2-1/2%) of the oil and gas produced, saved and sold from the above described land. Such royalties should be above and in addition to the royalties reserved to the United States of America.

In consideration of the foregoing Assignment and of the approval thereof by the Secretary of the Interior, said Assignee hereby promises, covenants, contracts and agrees to and with the Assignor and The United States of America to fully keep and perform upon its part all the terms, conditions, stipulations, covenants, promises and agreements in said lease required to be kept and performed by said Assignor as to the land described above, with the same force and effect as if said Assignee had been named as the original Lessee of said land and had executed said lease as Lessee.

IN WITNESS WHEREOF, the Assignor has signed and sealed this instrument the 10 day of August, 195 4, and the Assignee has signed and sealed this instrument the 10 day of August, 195 4.

WITNESS:

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 1 0 1953
BUREAU OF LAND MANAGEMENT

(Address)

Lynwood W. Davis
(Assignor)

(Address)

TRANSCO GAS AND OIL CORPORATION

(Address)

50020-000
Big Piney
Shallow

324

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss

On this 10 day of August, 1951 before me personally appeared Lynwood W. Davis, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal this 10 day of August, 1951
My commission expires March 30, 1953

Lucy Roberta Cavin
Notary Public

LUCY ROBERTA CAVIN
Notary Public, State of New York
No. 31-5666200
Qualified in New York County
Cert. filed with New York Reg. Clerk
Term expires March 30, 1952

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss:

On this 10 day of August, 1951, before me appeared K. Richard Sturm, to me personally known, who, being by me duly sworn, did say that he is the ____ President of Transco Gas & Oil Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said K. Richard Sturm acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 10 day of August, 1951.
My commission expires March 30, 1952

Lucy Roberta Cavin
Notary Public

LUCY ROBERTA CAVIN
Notary Public, State of New York
No. 31-5666200
Qualified in New York County
Cert. filed with New York Reg. Clerk
Term expires March 30, 1952

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 10 1952
BUREAU OF LAND MANAGEMENT

3pm

ASSIGNMENT OF OIL AND G S LEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Georgia M. Heintze, of Inglewood, California, hereinafter for convenience designated assignor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Vaughan B. Connelly of Alexandria, Virginia, hereinafter for convenience designated as Asgn. the receipt of which is hereby confessed and acknowledged, and the other agreements and promises hereinafter contained, does hereby quitclaim unto and set over and assign (subject to approval by the Secretary of the Interior) to said assignee all of assignor's right, title, and interest in and to that certain oil and gas lease between the United States of America as lessor and Georgia M. Heintze as lessee, and bearing serial number Evanston [illegible] and described as follows, to-wit:

land in the State of Wyoming, to-wit:

T. [illegible] R. [illegible] 6 P.M., Wyoming
Sec. [illegible]: [illegible]

TO HAVE AND TO HOLD an interest herein granted unto said assignee, [illegible] heirs, executors, administrators, successors, [illegible]

1. [illegible]

above described lease.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

on the basis of [illegible]

[illegible] in the field shown [illegible]

Assignment approved:

Manager, Land and Survey Office

229052

RECORDED May 25 1950 1:00 P.M.
IN BOOK 86 oil PAGE 326
FEES/$.00 Mary Lou Linford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: [illegible]

CERTIFIED
to be a true and comparative co
of the official records on file
APR 10 1990
BUREAU OF LAND MANAGEM

50020-0
Big Piney Sh

326

royalty shall be paid on gas used for operating, development, or production purposes upon said above described lands or unavoidably lost, and no overriding royalty shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said above described lands.

In computing the amounts to be paid Grantor hereunder, as above provided, Grantee shall have the right to deduct from the value of the oil, gas, casinghead gas, or the proceeds thereof upon which said overriding royalty is computed the full amount of any taxes required to be paid on such oil, gas, and casinghead gas for or on account of the production or sale thereof, including the so-called gross production or severance taxes.

IN CONSIDERATION of the foregoing cutback in the assignment and of the approval thereof by the Secretary of the Interior, said Grantee hereby promises, covenants, contracts, and agrees, to and with the Grantor and the United States of America to fully keep and perform upon its part all the terms, conditions, stipulations, covenants, promises, and agreements in said lease required to be kept and performed by said Grantee as to the said cutback above with the same force and effect as if said cutback had been named in the original lease of said land and had executed said lease or leases.

IN WITNESS WHEREOF the Grantor has hereunto set and sealed this instrument the 24TH day of April, A. D. 1990; the Grantee has caused this instrument to be executed the 9TH day of May, A. D. 1990.

Georgia M. Hendry
Grantor

Vaughan A. Connelly
Grantee

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 10 1990
BUREAU OF LAND MANAGEMENT

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

On this 24th day of April, A. D. 1952, before me personally appeared GEORGIA M. HEINTZE to me known to be the person described in and who executed the foregoing instrument, and she acknowledged that she executed the same as her free and voluntary act and deed.

Given under my hand and seal this 24th day of April, A. D. 1952.

My commission expires My Commision Expires June 14, 1955.

Notary Public

STATE OF Virginia)
City
~~COUNTY~~ OF Alexandria) ss.

On this 29th day of May, A. D. 1952, before me personally appeared VAUGHAN B. CONNELLY to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free and voluntary act and deed.

Given under my hand and seal this 29th day of May, A. D. 1952.

My commission expires Jan. 11, 1954.

Notary Public

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 10 1990
BUREAU OF LAND MANAGEMENT

328

STIPULATION Evanston 021743

Any agreement to create overriding royalties or payments out of the production of any lease which, when 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 deemed a violation of the terms of the lease urless such agreement expressly provides that the obligation to pay such excess overriding royalty or payments out of production 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.

TRANSCO GAS & OIL CORPORATION

K. Richard Stern Pres

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 16 1990
BUREAU OF LAND MANAGEMENT

013[redacted] NO. 1004-0034
Gree[redacted]r Bluffs [redacted]: 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 W-27878

5030.000
Frome Exchange

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Enron Oil & Gas Company
Street 1801 California Street, Suite 3400
City, State, ZIP Code Denver, CO 80202-2634

229053

RECORDED May 25 1990 10:00 AM
IN BOOK 86 O1G PAGE 330
FEES 6.00 Mary L Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kay

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☒ Overriding Royalty, payment out of production or other similar interests or payments

This transfer (sublease) conveys the following interest:

Land Description*	Percent of Interest: Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests: Reserved e	Previously reserved or conveyed f
Sublette Co., Wyoming Township 27 North, Range 112 West, 6th PM Section 1: SE/4 from surface to stratigraphic equivalent of 10,185'	ORR 3.4375% of 8/8	ORR 3.4375% of 8/8	None	None	
below stratigraphic equivalent of 10,185'	OPER RTS 62.5%	OPER RTS 62.5%	None	None	2% of 8/8
Section 12: N/2 NE/4 from surface to stratigraphic equivalent of 10,185'	OPER RTS 18.75%	OPER RTS 18.75%	None	None	2% of 8/8
below stratigraphic equivalent of 10,185'	62.5%	62.5%	None	None	2% of 8/8

It is the intent of the Assignor, by execution hereof, to convey to Assignee all of its Operating Rights and Overriding Royalty Interests not otherwise merged into the record title interest by virtue of the Assignment of Record Title Interest from Chevron U.S.A. Inc. to Enron Oil & Gas Company.

*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.

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 1990

/s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAY 11 1990
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

FOR ASSIGNEE

Tear

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

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

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

ERWORK REDUCTION ACT STATEMENT

his information is being collected pursuant to the law.

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

esponse to this request is required to obtain benefit.

ICE

Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be shed the following information in connection with information required by this ad gas/geothermal lease transfer application.

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

CIPAL PURPOSE—The information is to be used to process transfers of oper- 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

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 California)
County of Contra Costa) ss

On APR 18 1990, before me, PEGGY L. DE PIAZZA, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared O.F. BALDWIN II, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be Assistant Secretary of CHEVRON U.S.A. INC., the Corporation described in and that executed the within instrument, and also known to me to be the person(s) who executed it on behalf of the said Corporation therein named, and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
PEGGY L. DE PIAZZA
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires JAN 20 1992

Notary Public in and for the County of Contra Costa, State of California

LD-192 (5-89)
Printed in U.S.A.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

e 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.

nsferee 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 he 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 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 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 s 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, is 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 ing an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. 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) Trans- : is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

hat 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 18th day of April, 19 90

Transferor CHEVRON U.S.A. INC.
Please type or print

e [signature]
(Signature)

e-fact O.F. BALDWIN Asst. Secretary
(Signature)

P. O. Box 5050
(Transferor's Address)

San Ramon, CA 94583
(City) (State) (Zip Code)

Executed this 19th day of April, 19 90

ENRON OIL & GAS COMPANY

Transferee [signature]
D. Weaver
or Agent and
Attorney-in-fact
(Signature)

.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, [redacted] or fraudulent representations as to any matter within its jurisdiction.

013717
Green River Bluffs

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.
USA W-27878

Lease Effective Date
(Anniversary Date)
4/1/71

New Serial No.

Figure For Curtis
5038 000

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 80202-2634

*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 27 North, Range 112 West, 6th P.M. Section 1: SE/4 Section 12: N/2 NE/4 Containing 240.00 acres, more or less Sublette County, Wyoming	62.5%	62.5%	None	None	2% of 8/8t

229054

RECORDED May 25 19 90 1:10 P M
IN BOOK 86 O & G PAGE 332
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. Mary Lily

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 JUN 1 1990

/s/ BEVERLY J. POTEET

By (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

MAY 11 1990 (Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

332

ORIGINAL

Tear

APERWORK REDUCTION ACT STATEMENT

This information is being collected pursuant to the law.

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

Response to this request is required to obtain benefit.

OTICE

e Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be nished the following information in connection with information required by this and gas/geothermal lease record title assignment application.

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

INCIPAL PURPOSE—The information is to be used to process record title assnments 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

rt 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 California)
County of Contra Costa) ss

On APR 18 1990, before me, PEGGY L. DE PIAZZA, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared O.F. BALDWIN II, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be Assistant Secretary of CHEVRON U.S.A. INC., the Corporation described in and that executed the within instrument, and also known to me to be the person(s) who executed it on behalf of the said Corporation therein named, and acknowledged to me that such corporation executed the same.

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

OFFICIAL SEAL
PEGGY L. DE PIAZZA
NOTARY PUBLIC — CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires JUL 13, 1992

Notary Public in and for the County of Contra Costa, State of California

LO-192 (5-89)
Printed in U.S.A

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.

Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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 to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

rtify 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.

uted this 18th day of April, 19 90

e of Assignor as shown on current lease CHEVRON U.S.A. INC.
Please type or print

gnor O.F. Baldwin II
(Signature)

or
ney-in-fact O.F. BALDWIN II Asst. Secretary
(Signature)

(Assignor's Address)

P. O. Box 5050
(City) (State) (Zip Code)
San Ramon, CA 94583

Executed this 19th day of April, 19 90

ENRON OIL & GAS COMPANY

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

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 nents or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted] RA-120

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)(
) (ss.
COUNTY OF SUBLETTE)(

KNOW ALL MEN BY THESE PRESENTS:

This Assignment of Overriding Royalty Interest is made and entered into on this 7th day of May, 1990, by and between **FINA OIL AND CHEMICAL COMPANY**, a corporation, whose Mid-Continent Division Office mailing address is 1601 N.W. Expressway, Suite 900, Oklahoma City, Oklahoma 73118, (hereinafter referred to as Assignor) and **RAULAND RESOURCES COMPANY, a corporation**, 69 Moline Street, Aurora, Colorado 80010, (hereinafter referred to as Assignee).

229081

RECORDED May 30 1990 10:55 AM
IN BOOK 86 O&G PAGE 334
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Jane Riley

WITNESSETH THAT:

WHEREAS, Assignor desires to convey to Assignee and Assignee desires to accept from Assignor in the manner as hereinafter provided an overriding royalty interest existing under and by virtue of those certain oil and gas lease(s) in Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign and convey unto Assignee, its successors and assigns, **all right and title**, as well as any other rights or options associated therewith, of all oil, gas and other hydrocarbon substances produced, saved and sold under and by virtue of the terms and provisions of the aforementioned lease(s) more particularly described on Exhibit "A", attached hereto and made a part hereof.

This Assignment of Overriding Royalty Interest is made by Assignor and accepted by Assignee subject to the terms and provisions of the aforementioned lease(s). Further, nothing herein contained shall in any manner imply any obligation on the part of

Assignor to maintain the aforementioned lease(s) in force and effect through payment of annual rentals, drilling or development operations, or otherwise.

In the event any of the aforementioned lease(s) cover less than the full fee simple estate in the oil, gas and other hydrocarbon substances in those lands and underlying formations covered thereby or in the event the interest of Assignor in any of such lands and underlying formations be less than a full undivided interest then in either or both such events the overriding royalty interest conveyed herein will be reduced to such proportion thereof that the interest of Assignor in said lands and underlying formations bears to the entire undivided fee simple leasehold estate.

This Assignment of Overriding Royalty Interest is made by Assignor and accepted by Assignee without representation of or warranty of title, either express or implied, and the terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest is executed the day, month and year first above written, **but for all purposes effective as of May 1, 1990 at 12:01 a.m.**

FINA OIL AND CHEMICAL COMPANY

Richard C. Lindley
Attorney-in-Fact

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Richard C. Lindley, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Attorney-in-Fact of Fina Oil and Chemical Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal, this 7th day of May, 1990.

Susan Wedel
Notary Public in and for
Oklahoma County, Oklahoma

My Commission Expires:
July 28, 1992

Exhibit "A"

Attached to and for all purposes made a part of that certain Assignment of Overriding Royalty Interest dated May 7, 1990, by and between Fina Oil and Chemical Company, as Assignor, and Rauland Resources Company, as Assignee.

1.	WELL NAME:	Federal 30-15 (Presidio)
	LEASE NUMBER:	01 WY003848-000 (WXC 81956-000)
	LEASE DATE:	3-31-76
	LESSOR:	USA-W-54136
	LESSEE:	Sam V. Morse
	RECORDED:	Book -, Page -
	DESCRIPTION:	**INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING LANDS:**
		TOWNSHIP 27 NORTH, RANGE 111 WEST
		SECTION 15: S/2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)(
)(ss.
COUNTY OF SUBLETTE)(

KNOW ALL MEN BY THESE PRESENTS:

This Assignment of Overriding Royalty Interest is made and entered into on this 1st day of May, 1990, by and between **FINA OIL AND CHEMICAL COMPANY**, a corporation, whose Mid-Continent Division Office mailing address is 1601 N.W. Expressway, Suite 900, Oklahoma City, Oklahoma 73118, (hereinafter referred to as Assignor) and **JERRY DON GREGORY**, Box 26, Kimball, Nebraska 69145, (hereinafter referred to as Assignee).

229082

RECORDED: May 30 1990 11:40 AM
IN BOOK 86 O&G PAGE 338
FEES 10.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK

WITNESSETH THAT:

WHEREAS, Assignor desires to convey to Assignee and Assignee by mon Rily desires to accept from Assignor in the manner as hereinafter provided an overriding royalty interest existing under and by virtue of those certain oil and gas lease(s) in Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign and convey unto Assignee, its successors and assigns, **all right and title**, as well as any other rights or options associated therewith, of all oil, gas and other hydrocarbon substances produced, saved and sold under and by virtue of the terms and provisions of the aforementioned lease(s) more particularly described on Exhibit "A", attached hereto and made a part hereof.

This Assignment of Overriding Royalty Interest is made by Assignor and accepted by Assignee subject to the terms and provisions of the aforementioned lease(s). Further, nothing herein contained shall in any manner imply any obligation on the part of

Assignor to maintain the aforementioned lease(s) in force and effect through payment of annual rentals, drilling or development operations, or otherwise.

In the event any of the aforementioned lease(s) cover less than the full fee simple estate in the oil, gas and other hydrocarbon substances in those lands and underlying formations covered thereby or in the event the interest of Assignor in any of such lands and underlying formations be less than a full undivided interest then in either or both such events the overriding royalty interest conveyed herein will be reduced to such proportion thereof that the interest of Assignor in said lands and underlying formations bears to the entire undivided fee simple leasehold estate.

This Assignment of Overriding Royalty Interest is made by Assignor and accepted by Assignee without representation of or warranty of title, either express or implied, and the terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest is executed the day, month and year first above written, **but for all purposes effective as of May 1, 1990 at 12:01 a.m.**

FINA OIL AND CHEMICAL COMPANY

Richard C. Lindley
Attorney-in-Fact

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Richard C. Lindley, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Attorney-in-Fact of Fina Oil and Chemical Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal, this 7th day of May, 1990.

Susan Wedel
Notary Public in and for
Oklahoma County, Oklahoma

My Commission Expires:
July 28, 1992

Exhibit "A"

Attached to and for all purposes made a part of that certain Assignment of Overriding Royalty Interest dated May 7, 1990, by and between Fina Oil and Chemical Company, as Assignor, and Jerry Don Gregory, as Assignee.

1.	WELL NAME:	Yose Cattle Co. 40-35
	LEASE NUMBER:	01 WY003868-000 (WXC 2875)
	LEASE DATE:	8-6-76
	LESSOR:	USA-W-54471
	LESSEE:	Angelo J. Liberatore
	RECORDED:	Book -, Page -
	DESCRIPTION:	**INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING LANDS:** TRACT 1: TOWNSHIP 28 NORTH, RANGE 112 WEST SECTION 35: E/2 SE/4, SW/4 SE/4 TRACT 2: TOWNSHIP 28 NORTH, RANGE 112 WEST SECTION 35: Lots 1, 2, 3, SE/4 NE/4

[redacted] [redacted] [redacted]

5004a2/6501769

Form 3700-3a
(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.

WY-62791

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Presidio Exploration, Inc.
   Street 5613 DTC Parkway, Suite 800
   City, State, ZIP Code Englewood, CO 80111-3035

*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
NW/4 Section 31, Township 28 North, Range 111 West	19.200206%	19.200206%	-0-	3.5%	7%

*Limited to zones from the surface to the stratigraphic equivalent of 10,944' as drilled in the Presidio Exploration, Inc., Federal #10-31. Subject to Farmout Agreement dated March 6, 1989 as amended June 5, 1989 between Kaiser-Francis Oil Company and Presidio Oil Company which provides, among other things, the option for Grantor to convert the reserved overriding royalty interest to a 45% working interest after payout as defined therein.

229084

RECORDED May 30 1990 11:20 AM
IN BOOK 86 O&G PAGE 342
FEES See May 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 MAY 1 1990

By BEVERLY J. POTEET — SUPERVISORY LAND LAW EXAMINER — MAY 2 1990
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

342

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 5th day of March, 19 90

Name of Transferor KAISER-FRANCIS OIL COMPANY
Please type or print

Transferor George B. Kaiser
or George B. Kaiser (Signature) President
Attest:
Attorney-in-fact
Eric C. Lowe (Signature) Asst. Secretary
P. O. Box 21468
(Transferor's Address)
Tulsa OK 74121-1468
(City) (State) (Zip Code)

Executed this 12th day of April, 1990

PRESIDIO EXPLORATION, INC.

Transferee K. V. Tholstrom
or K. V. Tholstrom (Signature) Vice President
Attorney-in-fact
Timothy L. Garnett (Signature)
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 [redacted])

CORPORATION ACKNOWLEDGEMENT

COUNTY OF [redacted])

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of March, 1990, personally appeared GEORGE B. KAISER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes for the uses therein set forth.

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

MY COMMISSION EXPIRES:

[redacted]

[redacted]

Notary Public

acknowl.

345

WY 2 3423

W-9057-A

Form 3000-3
(June 1988)

LAND DEPT.

UNITED STATES
DEPARTMENT OF THE INTERIOR MAY 18 1990
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-75907

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* Mesa Operating Limited Partnership
   Street P. O. Box 2009
   City, State, ZIP Code Amarillo, TX 79189-2009

*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 115 West, 6th PM					
Section 19: Lots 1,2,3,4,E/2, E/2W/2 Section 20: W/2 Section 29: W/2 Section 30: Lots 1,2,3,4,E/2, E/2W/2	8.33333%	8.33333%	NONE	NONE	5.0%
Township 29 North, Range 116 West, 6th PM					
Section 24: All					
2409.12 acres, more or less Sublette & Lincoln Counties, Wyoming					

229087

RECORDED May 3c 1990 12:46 PM
IN BOOK 86 O&G PAGE 345
FEES 6.00 Kay L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUN 1 1990

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

By /s/ F. R. SPELTZ SUPERVISORY LAND LAW EXAMINER MAY 14 1990

...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.

CO & WY

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

The foregoing instrument was acknowledged before me this 23rd day of April, 1990, by R. R. O'Dwyer, the Attorney-in-Fact of TEXACO INC., a corporation.

WITNESS My hand and official seal.

JOAN E. ENGET NOTARY PUBLIC STATE OF COLORADO

Joan E. Enget
Notary Public
Residing at: Joan E. Enget
8654 Chase Dr. #338
Arvada, CO 80003

My commission expires: June 27, 1990

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.

Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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 to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

rtify 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 23rd day of April, 19 90

e of Assignor as shown on current lease Texaco Inc.
Please type or print

gnor Texaco Inc.

ature (Signature)
ex by R. R. O'Dwyer
rney-in-fact (Signature) R. R. O'Dwyer

. O. Box 2100
(Assignor's Address)
enver, CO 80453
(City) (State) (Zip Code)

Executed this 30th day of April, 19 90

MESA OPERATING LIMITED PARTNERSHIP
By: Pickens Operating Co., General Partner

Assignee
or (Signature)
Attorney-in-fact Richard W. Petrie
(Signature)
Richard W. Petrie KHO

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

DEED

FOR VALUE RECEIVED, ON May 25, , 1990, The Cox Company, a Montana Partnership, Grantor, does hereby assign, remise, release and forever quit claim unto:

Leslie C. Cox, 223 Clark, Billings, Mt. 59101, an undivided 33.333%;
Sherry Cox Dupee, 105 Fairacres Road, Iffley Fields, Oxford, England, OX4 1TQ, an undivided 33.333%;
Richard L. Cox, Box 2015, Billings, Mt. 59103, an undivided 21.112%;
Scott W. Cox 4830 West Chicago St., Chandler, Ariz. 85226, an undivided 6.111%;
Shaun D. Cox, 3233 Avenue F, Billings, Mt. 59102, an undivided 6.111%

Grantees, all of Grantor'a rights, title and interest, whether real personal or mixed (including but without thereby limiting the foregoing, all leases, communitization and unit agreements, royalties, overriding royalties, working interests, and production payments of any nature), in and to the following described real property situated in Sublette County, State of Wyoming.

Township 27 North, Range 112 West
Section 4: SW¼SW¼
Section 5: SW¼, W½SE¼, SE¼SE¼, S½NW¼, Lot 4
Section 6: Lots 1,2,3,4,5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 8: SE¼, W½NE¼, W½
Section 9: SW¼SW¼
Section 17: W½NW¼, SE¼NW¼, S½, SW¼NE¼
Section 20: Lot 6, SW¼SW¼, N½SW¼, NW¼, W½NE¼ 1¼ ORR

229136

RECORDED June 4 19 90 10:16 AM
IN BOOK 86 OLG PAGE 347
FEES $7.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

TO HAVE AND TO HOLD the above described interests with all rights, privileges and appurtenances thereunto belonging, and all right, title and interest hereafter acquired in and to said real property, to said Grantee, their successors and assigns forever.

DATED May 25, , 1990

THE COX COMPANY

Partner

Partner

STATE OF MONTANA)
: ss
COUNTY OF YELLOWSTONE)

On this 25th day of May, 1990, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Leslie C. Cox and Richard L. Cox, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Notary Public for the State of Montana
Residing at Billings, Montana
My Commission expires 1-17-93.

Form 3000-3
June 1990

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 - 118670

Lease Effective Date
(Anniversary Date)
January 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* YATES DRILLING COMPANY - 10.67%
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, New Mexico 88210

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 110 West, 6th P.M. Section 19: Lots 1,2, E½, E½NW¼ Section 30: NE¼ Containing 630.60 acres, more or less Sublette County, Wyoming	100%	98.67%	1.33%	none	none

229138

RECORDED June 4 1990 10:30 A M
IN BOOK 86 O&G PAGE 348
FEES $7.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
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 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 payme have previously been created out of the interest being assigned, or if any s payments or interests are reserved under this assignment, include a statement giv full details as to amount, method of payment, and other pertinent terms as provi under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be proved as provided under 43 CFR 3106 and 3241.
7. Assignment, 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 nished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased la creates separate leases of the retained and the assigned portions, but does not cha the terms and conditions of the lease anniversary date for purposes of paym of annual rental.
9. Overriding royalty, payment out of production or other similar types of trans must be filed with BLM, but will be accepted for record purposes only. No c cial approval will be given.

348

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.

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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.

ADDITIONAL ASSIGNEES:

ABO PETROLEUM CORPORATION - 10.67%
MYCO INDUSTRIES, INC. - 10.67%
105 South Fourth Street
Artesia, New Mexico 88210

ANDOVER PARTNERS - 33.33%
P.O. Box 1715
Denver, Colorado 80201

CHORNEY OIL COMPANY - 33.33%
555 - 17th Street, Suite 1000
Denver, Colorado 80202-3910

STATE OF NEW MEXICO)
:ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 30TH day of May, 1990 by John A. Yates, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:
August 28, 1991

Bonnie L. Parrish
Notary Public

BONNIE L. PARRISH NOTARY PUBLIC STATE OF NEW MEXICO

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 90

Name of Assignor as shown on current lease YATES PETROLEUM CORPORATION
Please type or print

Attorney-in-fact _____ (Signature)

105 South Fourth Street
(Assignor's Address)

Artesia (City) New Mexico (State) 88210 (Zip Code)

Executed this _____ day of _____, 19

Assignee _____ (Signature)
or
Attorney-in-fact _____ (Signature)

Return to: Janet Richardson
Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Depart[illegible] statements or re[illegible]s as to any matter within its jurisdiction.

[illegible] Julient

OVERRIDING ROYALTY ASSIGNMENT

THIS AGREEMENT, Made and entered into on the date written below, is by and between Dolar Oil Properties, 9035 South 700 East, Sandy, Utah 84070-2418, party of the first part, hereinafter called Assignor; and Charles L. Cavness, 2273 South Filmore, Denver, Colorado 80210 party of the second part, hereinafter called Assignee.

NOW THEREFORE, For and in consideration of Ten and more Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, Assignor herein hereby assigns, conveys, sells, transfers, and sets unto Assignee an undivided Two and one-half percent of Eight/Eighths (2.50% of 8/8ths), being one-half of the interest owned by Assignor in and to its overriding royalty interest acquired on March 14, 1990, recorded April 26, 1990 in Book 86 O&G, Page 38, in the records of Sublette County, Wyoming. This Assignment shall be construed as applicable to all of oil, gas and casinghead gas produced, saved and marketed, 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 production therefrom, from the following described lands, with all unit production and production from participating areas allocated to said lands located in the County of Sublette, State of Wyoming, being more particularly described as follows, to-wit:

1) Dry Piney Unit - Federal Lease W-92222

Township 27 North, Range 114 West, 6th P.M.
Section 15: $SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

Containing 200.00 acres, more or less.

And for the same consideration, the undersigned covenants with the Assignee, its heirs and assigns, that the undersigned is the lawful owner of and has good title to the interest herein assigned.

Assignor agrees to execute such further assurances that may be requisite for the full and complete enjoyment for the rights herein granted.

229210 EXECUTED THIS 31st DAY OF MAY, 1990.

DOLAR OIL PROPERTIES, a Sole Proprietorship

By: _____
Mark S. Dolar, Sole Proprietor

RECORDED June 11 19 90 10:00 A M
IN BOOK 86 O & G PAGE 350
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 1st day of June, 1990, before me, the undersigned, a Notary Public for said County and State, personally appeared Mark S. Dolar, Sole Proprietor of Dolar Oil Properties known to me to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as of 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 above written.

_____
Notary Public

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

OVERRIDING ROYALTY ASSIGNMENT

THIS AGREEMENT, Made and entered into on the date written below, is by and between Dolar Oil Properties, 9035 South 700 East, Sandy, Utah 84070-2418, party of the first part, hereinafter called Assignor; and Charles L. Cavness, 2273 South Filmore, Denver, Colorado 80210 party of the second part, hereinafter called Assignee.

NOW THEREFORE, For and in consideration of Ten and more Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, Assignor herein hereby assigns, conveys, sells, transfers, and sets unto Assignee an undivided Six Hundred Twenty five/ Ten Thousandths of Eight-Eighths (0.0625% of 8/8ths), being one-half of the interest owned by Assignor in and to its overriding royalty interest acquired on April 5, 1990, recorded April 13, 1987, in Book 85 O&G, Page 717, in the records of Sublette County, Wyoming. This Assignment shall be construed as applicable to all of oil, gas and casinghead gas produced, saved and marketed, 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 production therefrom, from the following described lands, with all unit production and production from participating areas allocated to said lands located in the County of Sublette, State of Wyoming, being more particularly described as follows, to-wit:

1) Birch Creek Unit - Federal Lease Ev-022644

Township 27 North, Range 113 West, 6th P.M.
Section 13: All
Section 14: S½, NE¼, NW¼NW¼, S½NW¼
Section 23: All
Section 24: All
Containing 2,520. 00 acres, more or less.

2) Birch Creek Unit - Federal Lease Ev-022644-A

Township 27 North, Range 113 West, 6th P.M.
Section 14: NE¼NW¼
Containing 40.00 acres, more or less.

And for the same consideration, the undersigned covenants with the Assignee, its heirs and assigns, that the undersigned is the lawful owner of and has good title to the interest herein assigned.

Assignor agrees to execute such further assurances that may be requisite for the full and complete enjoyment for the rights herein granted.

229211

EXECUTED THIS 31st DAY OF MAY, 1990.

RECORDED June 11 19 90 10:00 AM
IN BOOK 86 O&G PAGE 351
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

DOLAR OIL PROPERTIES, a Sole Proprietorship

By: _____
Mark S. Dolar, Sole Proprietor

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

ACKNOWLEDGMENT FOR INDIVIDUAL

On this 1st day of June, 1990, before me, the undersigned, a Notary Public for said County and State, personally appeared Mark S. Dolar, Sole Proprietor of Dolar Oil Properties known to me to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that he executed the same as of 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 above written.

_____
Notary Public

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

16-18-011

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

CORRECTED

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 115350

Lease Effective Date (Anniversary Date): April 1, 1989

New Serial No.:

BUREAU OF LAND MANAGEMENT
90 MAY 29 AM 9:30
RECEIVED
CHEYENNE, WYOMING

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Sierra Energy Company (33.333%)
   Street Sierra Plaze, 6100 Neil Road
   City, State, ZIP Code Reno, Nevada 89520

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 4: Lots 1, 2, S/2NE/4, SE/4 Township 32 North, Range 113 West, 6th P.M. Section 27: W/2NE/4 Containing 399.55 acres, more or less Sublette County, Wyoming	100%	66.666%	33.334%	1%	-0-

229215

RECORDED June 11 1990 2:00 P M
IN BOOK 86 O&G PAGE 352
FEES 6.25 Mary Lou Hoerl COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mona Riley

THIS CORRECTED ASSIGNMENT OF RECORD TITLE REFLECTS A RESERVED 1% OVERRIDING ROYALTY INTEREST.

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 JUN 1 - 1990

By /s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 04 1990

FOR ASSIGNOR

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

FLYING J EXPLORATION & PRODUCTION INC. (33.333%)
333 Center Street, PO Box 540175
North Salt Lake, Utah 84054-0175

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

BEFORE ME, the undersigned, a Notary Public, in and for said State on this 6th day of April, 1990, personally appeared James C. Woodson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice-President of Samedan Oil Corporation, a corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the day, month, and year last above written.

My Commission Expires:
October 4, 1993

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 6th day of April, 19 90

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION

Please type or print

Assignor James C. Woodson
James C. Woodson, Vice President

ATTEST:
Orville Walraven, Secretary

1616 Glenarm Place, Suite 2550
(Assignor's Address)

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

Executed this 7th day of September, 1990

ASSIGNEES:

SIERRA ENERGY COMPANY

Richard G. Fortmann, President

ATTEST:
Assistant Secretary

FLYING J EXPLORATION & PRODUCTION INC.

John R. Scales, V.P. & General Manager

ATTEST:
James W. Wilson, 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.

16-18-012

Form 3000-3
(June 1988)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BUREAU OF LAND MANAGEMENT
90 MAY 29 AM 9:30
RECEIVED
CHEYENNE, WYOMING

CORRECTED

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 116280

Lease Effective Date
(Anniversary Date)
June 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Sierra Energy Company (33.333%)
   Street Sierra Plaze, 6100 Neil Road
   City, State, ZIP Code Reno, Nevada 89520

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

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

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

2. This assignment conveys the following interest:

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 33 North, Range 113 West, 6th P.M. Section 17: W/2NE/4, W/2, SE/4 Section 20: N/2, SW/4, N/2SE/4 Section 21: N/2, NW/4SW/4 Containing 1480 acres, more or less Sublette County, Wyoming THIS CORRECTED ASSIGNMENT OF RECORD TITLE REFLECTS A RESERVED 1% OVERRIDING ROYALTY INTEREST.	100%	66.666% 229216	33.334%	1%	-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.

RECORDED June 11 '90 2:00 P.M.
IN BOOK 86 O&G PAGE 354
FEES $6.25 Mary L. Kinsfather COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley Jr.

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 JUN 1 1990

/s/ BEVERLY J. POTEET
By (Signature)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 04 1990
(Date)

FOR ASSIGNOR

354

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

FLYING J EXPLORATION & PRODUCTION INC. (33.333%)
333 Center Street, PO Box 540175
North Salt Lake, Utah 84054-0175

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

BEFORE ME, the undersigned, a Notary Public, in and for said State on this 6th day of April, 1990, personally appeared James C. Woodson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice-President of Samedan Oil Corporation, a corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the day, month and year last above written.

My Commission Expires: 2-4-93

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 6th day of April, 19 90

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION
Please type or print

Assignor James C. Woodson
James C. Woodson, Vice President

ATTEST:
Orville Meiraven, Secretary

1616 Glenarm Place, Suite 2550
(Assignor's Address)

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

Executed this 7th day of April, 19 90

ASSIGNEES:

SIERRA ENERGY COMPANY

Richard G. Fortmann, President

ATTEST: Assistant Secretary

FLYING J EXPLORATION & PRODUCTION INC.

John R. Scales, V.P. & General Manager

ATTEST:
James W. Wilson, 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.

16-18-013

Form 2000-3
(June 1988)

90 MAY 29 AM 9:30

CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

CORRECTED

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): September 1, 1989

New Serial No.:

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Sierra Energy Company (33.333%)
   Street Sierra Plaze, 6100 Neil Road
   City, State, ZIP Code Reno, Nevada 89520

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West, 6th P.M. 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%	1%	-0-

229217

RECORDED June 11 19 90 2:15 PM
IN BOOK 86 Q&G PAGE 356
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

THIS CORRECTED ASSIGNMENT OF RECORD TITLE REFLECTS A RESERVED 1% OVERRIDING ROYALTY INTEREST.

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 JUN 1 1990

/s/ BEVERLY J. POTEET

SUPERVISORY LAND LAW EXAMINER JUN 04 1990

FOR ASSIGNOR

356

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

FLYING J EXPLORATION & PRODUCTION INC. (33.333%)
333 Center Street, PO Box 540175
North Salt Lake, Utah 84054-0175

STATE OF OKLAHOMA)
)
COUNTY OF CARTER)

BEFORE ME, the undersigned, a Notary Public, in and for said State on this 6th day of April, 1990, personally appeared James C. Woodson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice-President of Samedan Oil Corporation, a corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the day, month, and year last above

My Commission Expires:
March 12, 1993

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 6th day of April, 19 90

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION
Please type or print

Assignor James C. Woodson, Vice President

ATTEST: Orville Nahraven, Secretary

1616 Glenarm Place, Suite 2550
(Assignor's Address)

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

ASSIGNEES:

SIERRA ENERGY COMPANY

Richard G. Fortmann, President

ATTEST: Assistant Secretary

FLYING J EXPLORATION & PRODUCTION INC.

John R. Scales, V.P. & General Manager

ATTEST: James W. Wilson, Asst. Secretary

Executed this 7th day of April, 1990

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.

16-18-014

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

BUREAU OF LAND MANAGEMENT
90 MAY 29 AM 9:30
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.
WYW118689

Lease Effective Date
(Anniversary Date)
01/01/90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* SIERRA ENERGY COMPANY (33.33%)
   Street Sierra Plaza, 6100 Neil Road
   City, State, ZIP Code Reno, Nevada 89520

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 4: Lots 3, 4, S/2NW/4, SW/4 Section 5: Lots 1-4, S/2N/2, S/2 Section 8: All Section 17: N/2, N/2S/2, SE/4SW/4 Section 20: SE/4NE/4, SE/4SE/4 Section 21: W/2SW/4, SE/4SW/4 Sublette County, Wyoming Containing 2,319.73 acres, more or less.	100%	66.66%	33.34%	1%	-0-

229218

RECORDED June 11 1990 2:15 P M
IN BOOK 86 of G PAGE 358
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective JUN 1 1990

By /s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 04 1990
(Date)

CORRECTED ASSIGNMENT

358

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

FLYING J EXPLORATION AND PRODUCTION, INC. (33.33%)
P. O. Box 175
North Salt Lake, Utah 84054

STATE OF OKLAHOMA)
) ss.
COUNTY OF CARTER)

On this 6th day of April, 1990, 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:
June 4, 1993

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 6th day of April, 19 90

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION

Please type or print

Assignor James C. Woodson
James C. Woodson, Vice President

ATTEST:
Orville Walraven, Secretary

1616 Glenarm Place, Suite 2550
(Assignor's Address)

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

Executed this 7th day of April, 1990

ASSIGNEES:

SIERRA ENERGY COMPANY

Richard G. Fortmann, President

ATTEST: Rebecca M. Armes, Assistant Secretary

FLYING J EXPLORATION AND PRODUCTION, INC.

John F. Beale

ATTEST: James W. Wilson, 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.

16-18-017

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

90 MAY 29 AM 9:30

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-119348

Lease Effective Date
(Anniversary Date)
3/01/90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Sierra Energy Company (33.33%)
   Street 6100 Neil Road, P. O. Box 20200
   City, State, ZIP Code Reno, Nevada 89520

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West, 6th P.M. Section 8: SE/4SE/4 Section 10: Lot 4, SW/4NW/4, W/2SW/4 Section 15: NE/4SW/4, S/2SW/4 Section 18: Lots 3, 4, E/2, E/2W/2 Containing 852 acres, more or less Sublette County, Wyoming	100%	66.666	33.334	1%	-0-

229219

RECORDED June 11 1990 2:20 PM
IN BOOK 86 of E PAGE 360
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary lee

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 JUN 1 1990

By /s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 0 4 1990
(Date)

FOR ASSIGNOR

360

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

Flying J Exploration and Production Inc.
333 Center Street
P. O. Box 175
N. Salt Lake City, Utah 84054

STATE OF OKLAHOMA }
} ss
COUNTY OF CARTER }

On this 6th day of April, 1990, 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:
9-23-1993

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

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

Executed this 6th day of April, 19 90

Name of Assignor as shown on current lease SAMEDAN OIL CORPORATION

Please type or print

Assignor James C. Woodson, Vice President

ATTEST: Orville Halraven, Secretary

1616 Glenarm Place, Suite 2550
(Assignor's Address)

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

Executed this 7th day of April, 19 90

ASSIGNEES:

SIERRA ENERGY COMPANY

By: Richard G. Fortmann, President

ATTEST: Assistant Secretary

FLYING J EXPLORATION AND PRODUCTION INC.

By: John K. Seale

ATTEST: James W. Wilson, 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.

16-18-018

Form 3000-3
(June 1988)

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

90 MAY 29 AM 9:30

CHEYENNE, WYOMING

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

Lease Serial No.
WYW-119349

Lease Effective Date
(Anniversary Date)
3/01/90

New Serial No.

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* Sierra Energy Company (33.33%)
   Street 6100 Neil Road, PO Box 20200
   City, State, ZIP Code Reno, Nevada 89520

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West, 6th P.M. Section 9: Lots 1, 2, S/2NE/4, NE/4SW/4, S/2SW/4, SE/4 Section 17: NE/4, S/2 Section 20: NW/4NE/4, W/2, SE/4SE/4 Section 21: NE/4NE/4, S/2NE/4, NE/4SW/4, S/2SW/4, SE/4 Section 28: All Containing 2,302.9 acres, more or less Sublette County, Wyoming	100%	66.666	33.334	1%	-0-

229220

RECORDED June 11 1990 2:20 P M
IN BOOK 86 O&G PAGE 362
FEES $6.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective JUN 1 1990

By /s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 04 1990
(Date)

FOR ASSIGNOR

362

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

Flying J Exploration and Production Inc.
333 Center Street
P. O. Box 175
N. Salt Lake City, Utah 84054

RECEIVED
JUN 07 1990

STATE OF OKLAHOMA)
) ss
COUNTY OF CARTER)

On this 6th day of April, 1990, 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.

IN WITNESS my official signature and seal at Ardmore, Oklahoma, on the month, day, and year first above written.

My Commission Expires:

4, 1993

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 6th day of April, 1990

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

Executed this 7th day of April, 1990.

ASSIGNEES:

SIERRA ENERGY COMPANY

By: Richard G. Fortmann, President

ATTEST: Assistant Secretary

FLYING J EXPLORATION AND PRODUCTION INC.

By:

ATTEST: James W. Wilson, 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.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
OIL AND GAS LEASE NORTH LABARGE UNIT FR P/A
(Tract 2: Lease E-07555)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave.
Kemmerer, WY 83101

Being in all total of an undivided .00009348 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 113 West

Sec. 9: W/2SW/4

WITNESS my hand this 7th day of June, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 7th day of June, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo Notary Public
County of Lincoln
My Commission Expires

229263

RECORDED June 15 19 90 10:46 A M
IN BOOK 86 O&G PAGE 364
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
OIL AND GAS LEASE NORTH LABARGE UNIT FR P/A
(Tract 7: Lease E-021978)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave.
Kemmerer, WY 83101

Being in all total of an undivided .00042066 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 113 West

Sec. 4: SW/4SW/4
Sec. 9: NW/4, E/2SW/4, W/2SE/4

WITNESS my hand this 7th day of June, 1990.

x Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 7th day of June, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo Notary Public
County of Lincoln State of Wyoming
My Commission Expires July 17, 1991

229264

RECORDED June 15 1990 10:4 A M
IN BOOK 86 O G PAGE 365
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
OIL AND GAS LEASE NORTH LABARGE UNIT FR P/A
(Tract 3: Lease E-07671A)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave.
Kemmerer, WY 83101

Being in all total of an undivided .00018697 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 113 West

Sec. 8: SE/4

WITNESS my hand this 7th day of June, 1990.

x Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 7th day of June, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo
Notary Public
County of Lincoln
State of Wyoming
My Commission Expires July 17, 1991

229265

RECORDED June 15 19 90 10:40 A M
IN BOOK 86 OF G PAGE 366
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING OIL AND GAS LEASE NORTH LABARGE UNIT FR P/A (Tract 10: Lease E-026191, W-9653, W-0256494)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave.
Kemmerer, WY 83101

Being in all total of an undivided .00046721 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 113 West

Sec. 4: W/2SE/4, E/2SW/4, NW/4SW/4, S/2NW/4, NW/4NW/4, (Lot 4)
Sec. 9: W/2NE4

WITNESS my hand this 7th day of June, 1990.

X Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 7th day of June, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo Notary Public
County of Lincoln State of Wyoming
My Commission Expires July 17, 1991

229266

RECORDED June 15 1990 10:40 A.M.
IN BOOK 86 O&G PAGE 367
FEES $ Free Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
OIL AND GAS LEASE SADDLE RIDGE UNIT MV P/A
(Tract 4: Lease W-9653)

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, an overriding royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave.
Kemmerer, WY 83101

Being in all total of an undivided .00168431 overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 113 West

Sec. 4: Lot 4, N/2SW/4NW/4, SE/4SW/4, E/2SW/4SW/4NW/4, W/2E/2SE/4, NW/4 W/2SE/4NW/4, NW/4NE/4SW/4, N/2NE/4NW/4SW/4, NW/4NE/4NE/4SW/4, SE/4NE/4NW/4SW/4

WITNESS my hand this 7th day of June, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 7th day of June, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires:

Kathleen S. Carollo
County of Lincoln
My Commission Expires July 17, 1991
Notary Public State of Wyoming

229267

RECORDED June 15 1990 10:40 A M
IN BOOK 86 Off PAGE 368
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT OF ROYALTY AFFECTING OIL AND GAS LEASE LARSON-MINTON

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Assignor, 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, either expressed or implied, a royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave.
Kemmerer, WY 83101

Being in all total of an undivided 6.7500% of 120/280 (2.892857%) royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27N, Range 113W, 6th P.M.

Sec. 28: N½SW¼, SW¼SW¼, NW¼SE¼ (160.00 acres)
SW¼NE¼, S½NW¼ (120.00 acres)

Limited to zones below 1500 ft. above the top of the Fronteir Formation.

WITNESS my hand this 7th day of June, 1990.

Patrick J. Quealy

STATE OF WYOMING)
: ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, this 7th day of June, 1990.

Witness my hand and official seal.

Kathleen S. Carollo
Notary Public

My Commission Expires: July 17, 1991

229268

Kathleen S. Carollo Notary Public
County of Lincoln State of Wyoming
My Commission Expires July 17, 1991

RECORDED June 15 1990 10:40A
IN BOOK 86 O&G PAGE 369
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE

[redacted] [redacted] [redacted]

0050287-000

ASSIGNMENT

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF LINCOLN AND SUBLETTE)

That, SOCONY MOBIL OIL COMPANY, INC., a New York Corporation with an office in Denver, Colorado, hereinafter designated "Mobil," for and in consideration of the sum of TEN AND NO/00 ($10.00) to it cash in hand paid by BELCO PETROLEUM CORPORATION, receipt of which is hereby acknowledged, by these presents does hereby grant, convey, and assign unto the said BELCO PETROLEUM CORPORATION, a corporation with an office in New York City, New York, hereinafter designated "Assignee," subject to the exceptions, reservations, and provisions hereinafter stated, all of the right, title and interest of Socony Mobil Oil Company, Inc., in and to the Frontier Formation as encountered between the depths of 6,060 feet to 7,171 feet in the Green River Bend Unit Well No. 19 located in the NE¼ Section 35, Township 27 North, Range 113 West, Sublette County, Wyoming, in and to the following:

> That certain Oil and Gas Lease Wyoming 038682, dated September 1, 1956, by and between the United States of America, Lessor, and Paul Moody, Lessee, insofar, and only insofar, as said lease covers Lot 3, Section 2, Township 26 North, Range 113 West, and W½ Section 35, Township 27 North, Range 113 West, 360 acres, more or less, Lincoln and Sublette Counties, Wyoming.

There is excepted and reserved from this Assignment unto Mobil all right, title, estate, and interest in the oil and gas lease above described or any modifications, renewals, or extensions thereof above the top and below the base of the Frontier Formation insofar as said lease covers the acreage above described.

This Assignment is made subject to all of the terms and conditions of the lease above described, any amendments thereto or modifications thereof, and to the terms and conditions of the Green River Bend Unit Agreement, dated June 1, 1957, the Operating Agreement for the Green River Bend Unit, dated June 1, 1957, as amended and supplemented, and to any other contracts or agreements in effect and existing as of July 1, 1963, insofar as same relate to the lands described above, but includes all right, title and interest that Mobil has by virtue of said lease,

229286

RECORDED June 19 1990 9:00 AM
IN BOOK 86 O&G PAGE 370
FEES $ Sec Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mari Riley

Agreements and contracts insofar as they relate to the Frontier Formation in said lands and leases above described.

This Assignment shall be effective as of 7 o'clock a.m. on July 1, 1963, and all income and expenses accruing to the interest herein assigned shall belong to Assignee after that date.

In the event Assignee should elect to surrender, let expire, abandon or release all or any of the rights hereby assigned, or any part thereof, Assignee shall notify Mobil not less than thirty (30) days in advance of such surrender, expiration, abandonment or release and, if requested to do so by Mobil, Assignee immediately shall reassign such rights, or part thereof, to Mobil.

The provisions hereof shall be considered as covenants running with the land and lease during the life of the lease, and all modifications, renewals or extensions thereof, and shall bind the parties hereto, their legal representatives, successors and assigns and any grant, transfer, or assignment of the lease shall be subject to the provisions hereof.

This Assignment does not cover or include, and Assignee shall not acquire any rights by virtue hereof, in and to any pipes, machinery, equipment, and property of any kind, located on the above described lands and lease or appurtenant thereto and used in connection therewith, nor does it include any interest in and to such property owned under and by virtue of any operating or other agreement covering said lands and lease.

Mobil agrees to execute on appropriate Federal forms any assignments which may be required to formally vest Assignee with title to the interest covered hereby, but it is understood and agreed by Mobil and Assignee that such assignments shall not be cumulative and shall not entitle Assignee to a greater interest than herein assigned.

This Assignment is made expressly subject to the terms, covenants, conditions, and provisions of that certain Gas Sales Agreement, as amended, dated May 15, 1956, by and between Socony Mobil Oil Company, Inc., successor to General Petroleum Corporation and El Paso Natural Gas Company, successor to Pacific Northwest Pipeline Corporation, and further subject to the terms and provisions of the Natural Gas Act of 1938, as amended, and the rules and regulations promulgated by the Federal Power Commission thereunder and the applicable filings and Order, if any, pertaining thereto, reference to which is hereby made for all purposes as though fully made a part hereof.

Mobil covenants with Assignee, its successors and assigns that the above described lease is a valid and subsisting lease upon the said premises, and that Mobil is the owner of said lease and the rights and interest in the Frontier Formation thereunder, and that Mobil has good right and authority to sell and convey same; that said right and interest is free and clear from all liens and encumbrances; that all royalties due and payable thereunder have been duly paid; and warrants and agrees to forever defend the title to said lease and interest therein unto Assignee, its successors and assigns against all and every person or persons whomsoever lawfully claiming or to claim the same or any part by, through, or under Mobil.

TO HAVE AND TO HOLD unto the said Belco Petroleum Corporation, its successors and assigns, the above described oil and gas lease insofar as same covers the Frontier Formation in the above described lands; subject, however, to the terms and provisions of said lease and any amendments thereto or modifications thereof, and subject to the exceptions, reservations and provisions hereinbefore stated.

IN WITNESS WHEREOF, this Assignment is executed this 13th day of February, 19 84.

SOCONY MOBIL OIL COMPANY, INC.

By: R. H. Clark
Attorney in Fact

By:
Attorney in Fact

Approved
Land
Legal
T. R.
Acct.
Div.
Cpy. Sigd.

ATTEST:
Assistant Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 13th day of February, 19 84, before me appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they executed the foregoing instrument as Attorneys in Fact of SOCONY MOBIL OIL COMPANY, INC., acting by authority of a resolution of its Board of Directors, and the said _____ and _____ acknowledged that said instrument was signed on behalf of _____ and as the free act and deed of said corporation.

Witness my hand and official seal.

My commission expires:

[illegible] 1987

Notary Public

[illegible] of Colorado

[illegible] 1987

0050303-000

ASSIGNMENT

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF LINCOLN AND SUBLETTE)

That, SOCONY MOBIL OIL COMPANY, INC., a New York corporation with an office in Denver, Colorado, hereinafter designated "Mobil," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) to it cash in hand paid by BELCO PETROLEUM CORPORATION, receipt of which is hereby acknowledged, by these presents does hereby grant, convey, and assign unto the said BELCO PETROLEUM CORPORATION, a corporation with an office in New York City, New York, hereinafter designated "Assignee," subject to the exceptions, reservations, and provisions hereinafter stated, all of the right, title and interest of SOCONY MOBIL OIL COMPANY, INC. in and to the Frontier Formation as encountered between the depths of 6,060 feet to 7,171 feet in the Green River Bend Unit Well No. 19 located in the E½ Section 35, Township 27 North, Range 113 West, Sublette County, Wyoming, in and to the following:

> That certain Oil and Gas Lease Wyoming 038682, dated September 1, 1956, by and between the United States of America, Lessor, and Paul Moody, Lessee, insofar and only insofar as said lease covers Lot 12, Section 2, Township 26 North, Range 113 West, 40 Acres, more or less, Lincoln County, Wyoming.
>
> That certain Oil and Gas Lease Evanston 08051(B), dated April 1, 1958, by and between the United States of America, Lessor, and General Petroleum Corporation, Lessee, insofar and only insofar as said lease covers the E½ NE¼ and the E½ SW¼ NE¼ Section 27, Township 27 North, Range 113 West, 100 Acres, more or less, Sublette County, Wyoming.

There is excepted and reserved from this Assignment unto Mobil all right, title, estate and interest in the oil and gas leases above described or any modifications, renewals or extensions thereof above the top and below the base of the Frontier Formation insofar as said leases cover the acreage above described.

This Assignment is made subject to all of the terms and conditions of the leases above described, any amendments thereto or modifications thereof, existing and outstanding overriding royalties, and to the terms and conditions of the Green River Bend Unit Agreement, dated June 1, 1957, the Operating Agreement for the Green River Bend Unit, dated June 1, 1957, as amended and supplemented, and to any other contracts or agreements in effect and existing

229287

RECORDED June 19 1990 9:00 A M
IN BOOK 86 O.G PAGE 373
FEES $ 10.00 Mary L. LanKford COUNTY CLERK
[redacted]TE COUNTY, PINEDALE, WYOMIN[redacted]
By. Mona Riley

as of January 1, 1963, insofar as same relate to the lands described above, but includes all right, title and interest that Mobil has by virtue of said leases, agreements and contracts insofar as they relate to the Frontier Formation in said lands and leases above described.

This Assignment shall be effective as of 7 o'clock a.m. on January 1, 1963, and all income and expenses accruing to the interest herein assigned shall belong to Assignee after that date.

In the event Assignee should elect to surrender, let expire, abandon or release all or any of the rights hereby assigned, or any part thereof, Assignee shall notify Mobil not less then thirty (30) days in advance of such surrender, expiration, abandonment or release and, if requested to do so by Mobil, Assignee immediately shall reassign such rights, or part thereof, to Mobil.

The provisions hereof shall be considered as covenants running with the land and leases during the life of the leases, and all modifications, renewals or extensions thereof, and shall bind the parties hereto, their legal representatives, successors and assigns and any grant, transfer, or assignment of the leases shall be subject to the provisions hereof.

This Assignment does not cover or include, and Assignee shall not acquire any rights by virtue hereof, in and to any pipes, machinery, equipment, and property of any kind, located on the above described lands and leases or appurtenant thereto and used in connection therewith, nor does it include any interest in and to such property owned under and by virtue of any operating or other agreement covering said lands and leases.

Mobil agrees to execute on appropriate Federal forms any assignments which may be required to formally vest Assignee with title to the interest covered hereby, but it is understood and agreed by Mobil and Assignee that such assignments shall not be cumulative and shall not entitle Assignee to a greater interest then herein assigned.

Mobil covenants with Assignee, its successors and assigns that the above described leases are valid and subsisting leases upon the said premises, and that Mobil is the owner of said leases and the rights and interests in the Frontier Formation thereunder, and that Mobil has good right and authority to sell and convey same; that said rights and interests are free and clear from

all liens and encumbrances, except that lease Evanston 08051(B) is subject to a five per cent (5%) of 8/8 overriding royalty; that all royalties due and payable thereunder have been duly paid; and warrants and agrees to forever defend the title to said leases and interest therein unto Assignee, its successors and assigns against all and every person or persons whomsoever lawfully claming or to claim the same or any part by, through, or under Mobil.

This Assignment is made expressly subject to the terms, covenants, conditions, and provisions of that certain Gas Sales Agreement dated May 15, 1956, by and between Socony Mobil Oil Company, Inc., successor to General Petroleum Corporation, and El Paso Natural Gas Company, successor to Pacific Northwest Pipeline Corporation, as amended, and further subject to the terms and provisions of the Natural Gas Act of 1938, as amended, and the rules and regulations promulgated by the Federal Power Commission thereunder and the applicable filings and Orders, if any, pertaining thereto, reference to which is hereby made for all purposes as though fully made a part hereof.

TO HAVE AND TO HOLD unto the said Belco Petroleum Corporation, its successors and assigns, the above described oil and gas leases insofar as same cover the Frontier Formation in the above described lands; subject, however, to the terms and provisions of said leases and any amendments thereto or modifications thereof, and subject to the exceptions, reservations and provisions hereinbefore stated.

IN WITNESS WHEREOF, this Assignment is executed this 5th day of August, 1963.

ATTEST: SEAL

Assistant Secretary

SOCONY MOBIL OIL COMPANY, INC.

By _____
Attorney in Fact

By R. H. Clarke
Attorney in Fact

Approved
Land
Legal
T. P.
Div.
Dist.
Prod.

THE STATE OF COLORADO)
) ss.
CITY & COUNTY OF DENVER)

On this 5th day of August, 1963, before me appeared H. K. [illegible] and [illegible], to me personally known, who, being by me duly sworn, did say that they executed the foregoing instrument as Attorneys in Fact of SOCONY MOBIL OIL COMPANY, INC., acting by authority of a resolution of its Board of Directors, and the said _____ and _____ acknowledged that said instrument was signed on behalf of and as the free act and deed of said corporation.

Witness my hand and official seal.

[illegible]
Notary Public

NOTARY PUBLIC
[illegible] Colorado
My commission expires Nov. 30, 1966

Form No. 4-1175
July 1955

Facsimile reproduction

Lincoln Bk 25 Pg 144

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Assignment No. 816302

The following to be filled in by land office when new serial number is required:

New Serial No. .....

005001 9-000

Office Evanston
Serial No. 021741
Date of Lease September 1, 1946

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:

Sublette County, Wyo., 6th PM
T. 27N., R. 113W.,
Sec. 28: SE¼SW¼, SW¼SE¼
29: SE¼NE¼
32: W½SE¼, N½NE¼, SW¼NE¼
33: NW¼NE¼, S½NE¼, SE¼, NW¼
Lincoln County, Wyo., 6th PM
T. 26N., R. 113W.,
Sec. 4: Lots 1-12 inclusive, SE¼, NW¼SW¼
1433.84 acres, more or less

2. Lands approved by this assignment:

229288

RECORDED June 19 1959 at 9:00 A.M.
IN BOOK 86 O&G PAGE 377
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mae Riley

SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER & Mortgages

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 5%
(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 1959

WITNESS:

Lillian Schuster NYC

BELCO PETROLEUM CORPORATION
(Assignor's signature)
Jack Salts PARTNER
630 Third Avenue, New York 17, 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 ..... 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 ..... 19.....

WITNESSES ATTEST:

Arthur M. Walter
(Name and address)
Arthur M. Walter, Treasurer
(Name and address)

BELCO PETROLEUM CORPORATION
(Assignee's signature)
Lawrence Ruben EXECUTIVE VICE-PRESIDENT
630 Third Avenue, New York 17, N. Y.

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Arvin H. Olswold
(Signing officer)
ARVIN H. OLSWOLD
acting CHIEF, MINERALS SECTION
(Title)
LAND OFFICE, CHEYENNE, WYOMING

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

[redacted]

RIDER

The subject Lease is subject to the following encumbrances:

Evanston 02174l

A Production Payment previously reserved by Vaughan B. Connelly by instrument dated August 7, 1957, and acquired by Belfer Corporation by assignment, in the principal amount of Six hundred thousand ($600,000.00) dollars, plus a secondary amount equal to six (6%) percent per annum on the outstanding balances of said principal amount, from time to time remaining unpaid, said secondary amount to be computed monthly from September 1, 1957.

Said Production Payment shall be payable out of seventy (70%) percent of all (8/8) oil and gas (without limitation to zones) produced, saved, sold and marketed at the wellhead from these

[redacted]

Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million six hundred ninety thousand ($4,690,000.00) dollars.

0050306-000

229289

RECORDED June 19 1980 9:00 A.M.
IN BOOK 86 of G PAGE 379
FEES $0.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

Lease: State O-11141

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BELCO PETROLEUM COPPORATION, a Delaware corporation, hereinafter referred to as "Belco" or "Assignor" hereby does bargain, sell, assign and transfer and convey unto PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation hereinafter referred to as "Pan American" or "Assignee", its successors or assigns an undivided 20.00 % of 100% of the operating rights in and to each oil and gas lease described in Exhibit "A", insofar only as said lease covers lands described in Exhibit "A" hereto and insofar only as said leases cover all formations from the surface down to and including the bottom of the Mesaverde formation under said lands. (said leases and lands, insofar only as they cover the reservoir or formations above described, being hereinafter referred to for convenience as the "Reservoir".)

It is the intent of this instrument to convey to Pan American an undivided 20.00% interest in the Reservoir, and in the oil, gas, and associated kindred hydrocarbons that may be produced therefrom, subject to its proportionate part of all royalties payable under the terms of said leases; and subject to its proportionate part of the overriding royalties and other lease burdens shown on Exhibit "A" hereto.

Belco does not hereby either retain for itself, or transfer to Pan American the exclusive right to operate the Reservoir, but the parties hereto agree that the Reservoir shall be operated for the joint account of the parties hereto, and each agrees that it will execute to whichever party may actually conduct operations for the joint account, such Designation of Operator, or other instrument as may be required by the United States Geological Survey, in order to permit the party entitled to conduct operations to do so.

All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or

interest herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, as follows:

Assignor: Belco Petroleum Corporation
630 Third Avenue
New York 17, New York

Assignee: Pan American Petroleum Corporation
Post Office Box 2212
Casper, Wyoming

The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

TO HAVE AND TO HOLD unto the Assignee, his or its successors, heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 14th day of February, 1961.

BELCO PETROLEUM CORPORATION

By _____
Robert A. Belfer
Vice-President

_____
Arthur M. Walter
Treasurer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 14th day of February, 1961, personally appeared before me ROBERT A. BELFER and ARTHUR M. WALTER who being by me duly sworn did say, each for himself, that he, the said ROBERT A. BELFER is the Vice-President and he, the said ARTHUR M. WALTER is the Treasurer of BELCO PETROLEUM CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ROBERT A. BELFER and ARTHUR M. WALTER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

_____
Notary Public

My Commission Expires:
HELEN WAHL
Notary Public, State of New York
No. 31-9497411
Qualified in New York County
Commission Expires March 30, 1962

FORM 165 8-50

EXHIBIT "A" PAGE 1 LEASE SCHEDULE STATE OF WYOMING COUNTY OF ~~LINCOLN~~ Sublette

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
107288	State of Wyoming (0-11141)	C. W. McAlpin	5-16-51	Township 27 North, Range 113 West Section 36: All	21 16	272 426

381

[redacted] [redacted] [redacted] 806 - 000

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with an office in Casper, Wyoming, hereinafter referred to as "Assignor" or as "Pan American", hereby does bargain, sell, assign, transfer and convey unto BELCO PETROLEUM CORPORATION, a corporation, its successors or assigns, hereinafter referred to as "Assignee", all its right, title and interest in and to the oil and gas lease, covering lands situated in Lincoln County, State of Wyoming, described in Exhibit "A" hereto, insofar as said lease covers the land in said county and state, and described in said Exhibit "A" hereto, and all its interest in the well or wells located on said lands, or any equipment in said well or wells to and including wellhead equipment (said lease and land sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. Pan American represents that, except as to overriding royalties or other lease burdens shown on Exhibit "A", the lease and the wells and equipment thereon are free and clear of liens, claims, or encumbrances. Pan American agrees to pay any tax which may be levied or assessed on oil, gas or associated kindred hydrocarbons produced prior to the effective date hereof. The interest in the lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to said overriding royalties set forth in Exhibit "A"; and the Assignee hereby assumes and agrees to pay, its proportionate part of each of said overriding royalties to the extent that it is or remains a burden on the interest in the lease acreage herein assigned.

Pan American does not warrant title to the interest conveyed hereby, but does agree to assume the burden of any overriding royalty, production payment, or other lease burden payable out of production with which the lease acreage is burdened and which are not shown on Exhibit "A".

228290

RECORDED June 19 '90 9:00 A.M.
IN BOOK 86 O & G PAGE 382
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley.

2-6-61

2. In the event that either party should elect to surrender, let expire, abandon or release all or any of his or its rights in said lease acreage, or any part thereof, said party shall notify the other party not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and, if requested so to do by the other party, the party desiring to surrender, let expire, abandon or release immediately shall reassign such rights in said lease acreage, or such part thereof, to the other party.

3. This assignment is made subject to all the terms, and the express and implied covenants and conditions of said lease to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their successors, heirs and assigns, but also in favor of the Assignor and its successors and assigns.

4. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:	Pan American Petroleum Corporation Post Office Box 2212 Casper, Wyoming
Assignee:	Belco Petroleum Corporation 630 Third Avenue New York 17, New York

5. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his or its successors, heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 6th day of February, 1961.

PAN AMERICAN PETROLEUM CORPORATION

By T. S. Yancey
Its Attorney in Fact

APPROVED
Pet
Rm

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 6th day of February, 1961, before me appeared T. S. Yancey, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of PAN AMERICAN PETROLEUM CORPORATION, and that said instrument was executed on behalf of said corporation by authority of its board of directors, and said T. S. Yancey acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 6th day of February, 1961.

Jacqueline S. Ward
Notary Public

My commission expires My Commission Expires January 4, 1965.

JACQUELINE S. WARD NOTARY PUBLIC NATRONA COUNTY, WYO. (200)

Assignment approved by the Board of Land Commissioners: April 6, 1961
Assignment recorded in the Office of Commissioner of Public Lands: April 7, 1961
chf

FORM 105 5-50

LEASE SCHEDULE

(PRINTED IN U.S.A.)

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF ~~LINCOLN~~ Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
107288	State of Wyoming (O-11141)	C. W. McAlpin	5-16-51	Township 27 North, Range 113 West Section 36: All	21 16	272 426

385

229324

RECORDED June 22 1990 3:10 PM
IN BOOK 86 O&G PAGE 386
FEES 10.00 Mary L. Lou Kfor COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

COLORADO
NEW MEXICO
NORTH DAKOTA
WYOMING

ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT OF OIL AND GAS LEASES (this "Assignment") is from JOHN H. TRIGG and wife, PAULINE V. TRIGG ("Assignor") to JOHN H. TRIGG and wife, PAULINE V. TRIGG as Trustees of the TRIGG FAMILY TRUST U/A dated January 26, 1990 ("Assignee"), whose address is P. O. Box 520, Roswell, New Mexico 88202.

For and in consideration of $10.00, Assignor hereby grants, transfers, conveys and assigns to Assignee assignor's entire right, title and interest in and to the following (all of which are herein called the "Interests"):

1. The entire estates created by the oil and gas leases, licenses, permits and other agreements described in Exhibit A (herein called the "Leases") insofar as the leases covered relate to the land described in Exhibit A (herein called the "Land"), insofar as said Interests covered relate to the Land, together with the hydrocarbons and revenues therefrom.

2. The property and rights incident to the Leases, including to the extent transferable, all rights in, to and under all unitization, communitization, pooling and other agreements, product purchase and sales contracts, leases, permits, rights of way, easements, licenses, farmouts, options and orders appurtenant or in any way relating thereto; and

3. All of the personal property, equipment, fixtures and improvements appurtenant to the Leases insofar as they cover the Land or are used or obtained in connection with the operation of the Leases insofar as they cover the Land or production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto.

TO HAVE AND TO HOLD the Interests unto Assignee and their successors and assigns forever.

PROVIDED, however, this Assignment is in all respects subject to the terms and provisions of the Leases, and all other agreements, whether recorded or unrecorded, and orders which pertain to the Interests.

Assignor also hereby grants and transfers to Assignee, their 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.

The Interests 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.

Separate assignments of the 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, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The Interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

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, a counterpart to be recorded in a given county may contain only those portions of Exhibit A hereto that describe the property located in that county.

This Assignment shall bind and benefit the parties hereto and their respective heirs, personal representatives and assigns.

EXECUTED in Roswell, New Mexico on February 1, 1990, but for transfer of production effective for all purposes as of February 1, 1990 at 7:00 a.m. local time where the Interests are located.

JOHN H. TRIGG

By Pauline V. Trigg
Pauline V. Trigg,
his Attorney in Fact

Pauline V. Trigg
PAULINE V. TRIGG

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 28 day of February, 1990, by Pauline V. Trigg, wife of John H. Trigg, individually and as attorney in fact on behalf of John H. Trigg.

JANETTA ATKINS NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public

My Commission Expires:

4-3-93

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-83889

Lease Effective Date
(Anniversary Date)
4/1/83

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* TRIGG FAMILY TRUST
   Street P. O. BOX 520
   City, State, ZIP Code ROSWELL, NEW MEXICO 88202-0520

*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 T 29 N, R 112 W, 6TH PRIN MER SEC 21:N½N½ 160.00 ACRES	100%	100%	-	-	AS SHOWN OF RECORD

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective _____

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

PART C: GENERAL INSTRUCTIONS

W-70061	WY	ALBANY	315.67	11/01/81
W-83922	WY	CAMPBELL	240.00	05/01/83
W-0157851	WY	CAMPBELL	84.59	11/01/61
W-0137128	WY	CAMPBELL	492.36	08/01/61
W-86723	WY	CAMPBELL	2760.00	06/01/84
W-84296	WY	CARBON	2461.48	06/01/83
W-69716	WY	CARBON	640.00	11/01/81
W-85044	WY	CARBON	3238.38	08/01/82
W-49944	WY	CARBON	320.00	05/01/75
W-70660	WY	CARBON	40.00	11/01/81
W-78952	WY	CARBON	40.00	09/01/82
W-30713	WY	CONVERSE	240.00	10/01/71
W-102804	WY	DAWES	1680.00	12/01/86
W-36843	WY	HOT SPRINGS	600.00	12/01/72
W-69087	WY	HOT SPRINGS	640.00	10/01/81
W-84376	WY	HOT SPRINGS	1440.00	06/01/83
W-32983	WY	HOT SPRINGS	1753.80	04/01/72
W-80606	WY	JOHNSON	442.16	10/01/82
W-70376	WY	JOHNSON	640.00	11/01/81
W-0311861	WY	JOHNSON	1200.00	11/01/64
W-72693	WY	NATRONA	80.00	10/01/81
W-0134836	WY	NATRONA	600.00	09/01/61
W-73575	WY	NATRONA	399.05	12/01/81
W-69053	WY	NATRONA	160.00	10/01/81
W-088373	WY	NATRONA	40.00	01/01/87
W-81953	WY	NATRONA	3120.16	01/01/82
W-81951	WY	NATRONA	2520.00	01/01/82
W-72101	WY	NATRONA	1040.00	11/01/81
W-83633	WY	NATRONA	232.50	04/01/83
W-70653	WY	NATRONA	360.00	11/01/81
W-37977	WY	NATRONA	80.00	02/01/73
W-86803	WY	NATRONA	918.62	04/01/84
W-37976	WY	NATRONA	120.00	02/01/73
W-77466	WY	NATRONA.CON	1002.06	06/01/82
W-80836	WY	PARK	1545.88	11/01/82
W-78328	WY	PARK	1485.80	06/01/82
W-33510	WY	PARK	613.60	03/01/72
W-39462	WY	PARK	2320.00	04/01/81
W-102806	WY	SCOTTSBLUFF	480.00	12/01/86
W-83889	WY	SUBLETTE	160.00	04/01/83
W-80049	WY	SWEETWATER	80.00	08/01/82
W-70771	WY	SWEETWATER	240.00	11/01/81
W-85841	WY	SWEETWATER	399.72	03/01/84
W-33082	WY	SWEETWATER	2547.03	09/01/82
W-83830	WY	SWEETWATER	435.51	05/01/83
W-80026	WY	SWEETWATER	81.84	08/01/82
W-69497	WY	UNITA	40.00	11/01/81
W-73602	WY	WASHAKIE	40.00	09/01/82
W-79969	WY	WASHAKIE	1545.48	08/01/82
W-77538	WY	WASHAKIE	120.00	06/01/82
W-78778	WY	WESTON	80.00	09/01/82
W-80434	WY	WESTON	440.02	10/01/82
W-34190	WY	WESTON	80.00	05/01/72
W-A-70210	WY	WESTON	560.00	11/01/81

PARTIAL ASSIGNMENT AND BILL OF SALE

STATE OF Wyoming :
COUNTY OF Sublette :

THIS ASSIGNMENT AND BILL OF SALE, dated this 15th day of April, 1990, but effective as of 12:01 a.m. at the location of the properties on June 1, 1990, between Mark J. Mourne, whose mailing address is 1500 Fourmile Ln., Canon City, Co. 81212, hereinafter referred to as "Assignor" and Aetna Petroleum Corporation, whose mailing address is P.O. Box 17006-TA, Denver, CO. 80217, hereinafter referred to as "Assignee".

Return to: Richard K. Bass
P.O. Box 700335
Tulsa, OK. 74170

Recitals

1. Assignor owns an interest in the oil and gas wells located on the leases and lands described on Exhibit A attached hereto and made part hereof (the "wells", "leases", and "lands", respectively).

2. Attached to exhibit A is a preamble to exhibit A which Preamble is specifically made a part hereof.

3. Assignor owns an interest in certain personal property and fixtures used in connection with the operation of the leases and wells (the "Equipment"), including, but not limited to, all lease equipment, tanks, and all other equipment, appurtenance, fixtures and property of every kind and character, movable or immovable, used in connection with operating the wells; the Equipment does not include any tools, vehicles or other equipment temporarily located on the well site.

4. Assignor's interest in the leases and wells is subject to the rights and obligations existing under all contract pertaining to the wells (the "Contracts"), including, but not limited to, rights-of-way, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, assignments, purchase and sale agreements, tax partnerships, disposal agreements, injection agreements, gas sale contracts, gas processing contracts and other instruments and agreements, reguardless of whether such contracts are filed of record in the county where the wells or leases are located.

5. Assignor is entitled to recieve oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, and other minerals, to the extent produced from the wells and saved prior to the effective date and the payments, accounts and proceeds from the sale of all the foregoing (the "Production").

6. To the extent Assignor maintains files, records, data and other sources of information reguarding the wells, the equipment, the contracts, and the production, (the "Data"), Assignee may review said data in Assignor's offices described above at

229339

RECORDED June 26 19 90 9:50 AM
IN BOOK 86 O&G PAGE 390
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

390 by mail Riley

reasonable times during business hours upon reasonable notice to Assignor. The data for purposes hereof shall not include any confidential internal correspondence or other records, and shall not include any information which, if disclosed, would cause Assignor to breach any contract or agreement. Assignor shall be under no obligation to provide information or files which it does possess nor to supplement its files or available information.

7. Assignee enters into this transaction based upon soley its own due diligence efforts and not in reliance upon any representations by Assignor.

The leases, land, wells, equipment, contracts, production and data are collectively referred to as the "Properties".

CONVEYANCE

For One Hundred Dollars ($100) and other good and valuable consideration, the reciept and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, PART of assignors right, title and interest in and to the properties as specified and limited in Exhibit A attached hereto, as of the Effective time, to have and hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title to the Properties, either express or implied, and is made without warranty of quantity or quality of interest, reguardless of any language in Exhibit A referencing entitlements.

ASSIGNOR MAKES NO EXPRESSED OR IMPLIED WARRANTIES OR REPRESENTATION AS TO THE QUALITY, MERCHANTABLITY, OR FITNESS OF THE PROPERTIES FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE PROPERTIES "AS IS", "WHERE IS", "WITH ALL FAULTS", IN PRESENT CONDITION AND STATE OF REPAIR.

Assignee shall bear all costs and liabilities associated with the plugging and abandoning of the wells and shall hold assignor harmless from any and all claims araising out of or associated with the plugging and abandonment thereof. The wells shall be plugged and abandoned in accordance with the rules and regulations of any governmental body asserting jurisdiction over the lands on which the well is located.

This Assignment and Bill of Sale is subject to, and Assignee shall assume, the obligations of all the Contracts and data.

This instrument binds the parties and their successors and assigns. Assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions and stipulations contained herein and within the contracts affecting the properties conveyed herein, and contained within the leases, and agrees to comply with the rules and regulations of any governmental body asserting jurisdiction over the lands on which any wells conveyed hereby are located.

Executed this 15th day of April 1990 ,

Mark J. Mourne

Assignor (Mark J. Mourne)

STATE OF COLORADO :

COUNTY OF FREMONT :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of April 1990, personally appeared Mark J. Mourne, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed , for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and offical seal the day and year last above stated.

Jana Mock

Notary Public

My Commission Expires: 9-18-90

EXHIBIT "A" 343

TO ASSIGNMENT AND BILL OF SALE

EFFECTIVE June 1, 1990 AT 12:01 A.M.

P R E A M B L E

1. This Exhibit "A" sets forth the description of the properties covered by the Assignment and Bill of Sale dated effective June 1, 1990, at 12:01 A.M. at the location of the properties. The Exhibit "A" includes this Preamble.

2. The inclusion in this Exhibit "A" of certain well names shall not diminish, limit or otherwise affect the nature or the quantum of the interest in the properties conveyed by assignor in this Assignment. Well names are included in this Exhibit "A" soley for the convenience of the parties.

3. This Exhibit "A" is organized on a county-by-county (or parish-by-parish) basis. To the extent that the land descriptions on this Ehhibit "A" may be incomplete, incorrect or not legally sufficient, the intent of the assignor is to convey to assignee PART of assignor's right, title and interest, unless specific words of limitation are shown on the attached Exhibit "A".

4. When used in this agreement, the terms listed below shall have the following meanings:

(A) "APO" means After payout as calculated and determined in accordance with the assignments, documents, instruments, agreements, and operating agreements, if any, that affect the relevant property.

(b) "BPO" means Before Payout as calculated and determined in accordance with the assignments, documents, instruments, agreements, and operating agreements, if any, that affect the relevant property.

(c) "NRI" means that portion of production of hydrocarbons from a well attributable to assignor's Working Interest in the well after deducting all royalities, overriding royalities, production payments or other burdens on or measured by production, execpt ad valorem, production, severance, gathering, windfall profits tax act and other similar taxes.

(d) "OCC" means the Oklahoma Corporation Commission.

(e) "ORI" means a portion of production of hydrocarbons from a well which bears none of the costs of expenses of exploration, drilling, development, operating or producing hydrocarbons from such well.

(f) "RI" means a Mineral Interest that is subject to an oil, gas and mineral lease.

(g) "Working Interest" or "WI" means an interest of which is determind the cost bearing percentage of Assignor of the expense of exploring, drilling and operating for and production of hydrocarbons from a well.

(h) "Unit Operating Interest" and "operating Interest" as used herein with respect to a unit, pool or other communitized area shall mean the interest in and to the full and entire unitized interest created under and by virtue each of the unitization, pooling or similar agreements whether or not described herein and all rights of every kind and character appurtenant thereto or arising therefrom insofar as the said interest in said unitized, pooled or other interest is burdened with the obligation to bear and pay cost of operations for such unitized, pooled or communitized area, without reguard to any valid lessor's royalties, overriding royalties or similar burdens.

(i) "Well Bore" means interest only in the well bore hole and the equipment on site. No Mineral or leasehold interest is transfered outside of the bore hole of the well assigned.

5. Unless provided otherwise, all recording references in Exhibit "A" are to the offical real property records in the county or counties/parish or parishes where the lands covered by the leases are located and in which oil, gas and mineral leases or assignments or other instruments are orin the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

END OF PREAMBLE TO EXHIBIT "A"

Assignor's right, title and interest in and to the leasehold estate created by the following described lease:

Lessor: C. Ward Chase

Lessee: Universal Resources Corporation

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands located within:

Township 30 North, Range 113 West
Section 20: NE/4 NW/4 from the subsurface depth of 3,229' to the subsurface depth of 3,349' ONLY.

Containing 40 **acres, more or less.**

The recording reference is to the records of Sublette **County,** Wyoming.

The interest Assignor entitles the owner thereof to the following interest in the Christmann URC #1-20:

		BPO	APO
Operating Interest	3229'to3349' -	2.75000%	2.75000%
Net Revenue Interest	3229' to 3349'-	1.75000%	1.75000%

ALL REMAING INTEREST NOT HEREIN ASSIGNED OT CONVEYED BY ASSIGNOR IN THE ABOVE EXHIBIT, IS RESERVED BY ASSIGNOR, ITS SUCCESSORS AND ASSIGNS. NO DIVISION OR TRANSFER ORDERS MAY BE ISSUED UNTIL ASSIGNOR HAS REVIEWED THE INSTRUMENTS.

(June 1988)

395

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

COUNTY COPY

Transferee's Copy

PEI 6501769

N. BIRD CANYON 5000242
C-050384-000

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

Lease Serial No.
W-62791

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

ENRON OIL & GAS COMPANY
1801 California, Suite 3400
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 28 North, Range 111 West INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS: Section 31: Lots 1, 2, E½NW¼ (NW¼) Sublette County, Wyoming	70.540931 7.680082		62.860849	-0-	10.5

229341

RECORDED June 26 1990 10:30 A.M.
IN BOOK 86 O&G PAGE 395
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

Limited to zones from the surface of the stratigraphic equivalent of 10,944' as drilled in the Presidio Exploration, Inc. Federal #10-31.

This Assignment is subject to Farmout Agreement dated March 6, 1989, as amended June 5, 1989, between Kaiser-Francis Oil Company and Presidio Exploration, Inc., and Letter dated March 7, 1989, by and between Enron Oil & Gas Company and Presidio Exploration, Inc.

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 1990

/s/ PAMELA LEWIS

By _____ SUPERVISORY LAND LAW EXAMINER JUN - 1 1990
(Authorized Officer) (Title) (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

FOR ASSIGNEE

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

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

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

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

5. The lease accounts 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 (sub[redacted] sublessee is responsible for all lease obligations under the lease right [redacted] to the extent

PAPERWORK [redacted] 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 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 COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared K. V. THOLSTROM, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of PRESIDIO EXPLORATION, INC., 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 PRESIDIO EXPLORATION, INC.

Given under my hand and seal of office this 16th *day of* April, *1990.*

My Commission expires:

3-2-93

Notary Public
5613 DTC Parkway, Suite 800
Englewood, Colorado 80111

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 8th day of May, 1990, 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

Debbie Spears
Notary Public

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

ATTEST: T. L. GARNETT, Assistant Secretary

Executed this 16th day of April, 1990

Executed this 8th day of May, 1990

Name of Transferor PRESIDIO EXPLORATION, INC. (Please type or print)

Transferor BY K. V. Tholstrom (Signature)

XXX

Attorney-in-fact K. V. THOLSTROM, Vice President (Signature)

5613 DTC Parkway, Suite 800 (Transferor's Address)

Englewood (City) Colorado (State) 80111-3035 (Zip Code)

ENRON OIL & GAS COMPANY

Transferee (Signature)

or

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

ATTEST:

TITLE:

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.

397

United States Department of the Interior

TAKE PRIDE IN AMERICA

BUREAU OF LAND MANAGEMENT
ROCK SPRINGS DISTRICT OFFICE
P.O. BOX 1869
ROCK SPRINGS, WYOMING 82902-1869

3105.2 (411g)

June 4, 1990

RECEIVED
JUN 7 1990
ENRON-DENVER

Enron Oil & Gas Company
c/o Debra A. March
1801 California Street, Suite 3400
Denver, Colorado 80202-2634

Gentlemen:

Enclosed is one copy of the approved communitization agreement involving 78.19 acres of Federal land in lease WYE-024756 and 78.17 acres of patented land, Chimney Butte field, Sublette County, Wyoming. Enron Oil & Gas Company is the designated operator.

The agreement communitizes all rights as to natural gas and associated liquid hydrocarbons producible from the Frontier and Baxter Formations underlying that portion of Tract 45 within Section 23 and Lots 5, 6 and 7 of Section 23, T.28N., R.113W., 6th P.M. The agreement was approved on June 4, 1990, is effective December 6, 1989, and has been designated communitization agreement No. WYW119586.

Both reports, MMS-3160, "Monthly Report of Operations", and MMS-2014, "Report of Sales and Royalty Remittance", must be submitted to Minerals Management Service for each communitization agreement. Form MMS-3160 must be submitted each month beginning with the month in which drilling operations commence. Form MMS-2014 must be submitted each month beginning with the month production begins, including production during testing and completion operations.

Please furnish all interested principals with whatever evidence of this approval you deem appropriate.

Sincerely,

J. David Close

Chief, Branch of Fluids
Mineral Resources

Enclosures

229343

RECORDED June 26 1990 11:00 A.M.
IN BOOK 86 OFG PAGE 397
FEES $.86 cc Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By mar Riley

1990 Received Dept. of Interior Bureau of Land Management Rock Springs, Wyoming

Op

Determination - Approval - Certification

Pursuant to the authority vested in the Secretary of the Interior under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.

B. Approve the attached communitization agreement covering:

Township 28 North, Range 113 West, 6th P.M.
Section 23: That portion of Tract 45 within Section 23,
Lot 5 (17.17 acres), Lot 6 (30.48 acres), and
Lot 7 (30.54 acres)
Sublette County, Wyoming

as to (natural gas and associated liquid hydrocarbons) producible from the Frontier Formation and the Baxter Formation. This approval will become invalid should the public interest requirements under section 3105.2-3(c) are not met.

C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: JUN - 4 1990

Chief, Branch of Fluids
Bureau of Land Management
Rock Springs, Wyoming
Authorized Officer ACTING

Effective: DEC - 6 1989

Contract No.: Com. Agr. WYW119586

1990
Received
Dept of Interior
Bureau of
Land Management

Communitization Agreement

Contract No. WYW119586

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such parties being hereinafter referred to as "parties hereto".

W I T N E S S E T H:

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

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

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

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

Township 28 North, Range 113 West, 6th P.M.
Section 23: That portion of Tract 45 within Section 23,
Lot 5 (17.17 acres), Lot 6 (30.48 acres), and
Lot 7 (30.54 acres)
Sublette County, Wyoming

containing 156.36 acres, and this agreement shall include only the Frontier Formation and the Baxter Formation underlying said lands and the natural gas and associated liquid hydrocarbons hereinafter referred to as "communitized substances", producible from such formation(s).

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

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four executed copies of a designation of successor operator shall be filed with the Authorized Officer.

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.

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

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included with the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued. It is agreed that for any Federal lease bearing a sliding- or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

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

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

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

10. The date of this agreement is December 6, 1989, and it shall become effective as of this date or from the onset of production of communitized substances, whichever is earlier upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years and for as long as communitized substances are, or can be, produced from the communitized area in paying quantities: Provided that, prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within 60 days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The 2-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during said period.

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

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations of the Department of the Interior relating to such production and measurement.

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

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

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

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

ENRON OIL & GAS COMPANY

_____ DATE: 12-6-89

By: D. Weaver

Title: Agent and Attorney-in-Fact

EXXON CORPORATION

By: C. H. Dunbar
Title: Attorney-in-Fact

DATE: November 27, 1989

Gene Hilton Nicodemus
(Heir to Lucile Hilton)

DATE: _____

Arline Hilton Matteson
(Heir to Lucile Hilton)

DATE: _____

CEC INDUSTRY CORPORATION
(formerly Justheim Petroleum Company)

By: _____
Title: _____

DATE: _____

Raymond A. Ebert, General Personal
Representative of the Estate of
Clarence I. Justheim, Deceased

DATE: _____

MORGAN (J. H.) OIL & GAS COMPANY

By: _____
Title: _____

DATE: _____

[redacted] [redacted] [redacted]

DATE: 5/11/87

Gene Hilton Nicodemus
(Heir to Lucile Hilton)

DATE: _____

Arline Hilton Matteson
(Heir to Lucile Hilton)

CEC INDUSTRY CORPORATION
(formerly Justheim Petroleum Company)

DATE: _____

By: _____
Title: _____

DATE: _____

Raymond A. Ebert, General Personal
Representative of the Estate of
Clarence I. Justheim, Deceased

MORGAN (J. H.) OIL & GAS COMPANY

DATE: _____

By: _____
Title: _____

404

_____ DATE: _____

Gene Hilton Nicodemus
(Heir to Lucile Hilton)

Arline Hilton Mattison DATE: 5-5-89

Arline Hilton ~~Matteson~~ MATTISON
(Heir to Lucile Hilton)

CEC INDUSTRY CORPORATION
(formerly Justheim Petroleum Company)

_____ DATE: _____

By: _____
Title: _____

_____ DATE: _____

Raymond A. Ebert, General Personal
Representative of the Estate of
Clarence I. Justheim, Deceased

MORGAN (J. H.) OIL & GAS COMPANY

_____ DATE: _____

By: _____
Title: _____

[redacted] [redacted] [redacted]

DATE: _____

Gene Hilton Nicodemus
(Heir to Lucile Hilton)

DATE: _____

Arline Hilton Matteson
(Heir to Lucile Hilton)

C.E.C. INDUSTRIES CORP.
(formerly Justheim Petroleum Company)

DATE: April 27, 1989

By: George A. Matthews, Jr.
Title: President

DATE: _____

Raymond A. Ebert, General Personal
Representative of the Estate of
Clarence I. Justheim, Deceased

MORGAN (J. H.) OIL & GAS COMPANY

DATE: _____

By: _____
Title: _____

406

_____ DATE: _____

Gene Hilton Nicodemus
(Heir to Lucile Hilton)

_____ DATE: _____

Arline Hilton Matteson
(Heir to Lucile Hilton)

CEC INDUSTRY CORPORATION
(formerly Justheim Petroleum Company)

_____ DATE: _____

By: _____
Title: _____

Raymond A. Ebert DATE: May 3, 1989

Raymond A. Ebert, General Personal
Representative of the Estate of
Clarence I. Justheim, Deceased

MORGAN (J. H.) OIL & GAS COMPANY

_____ DATE: _____

By: _____
Title: _____

[redacted] [redacted] [redacted]

DATE: _____

Gene Hilton Nicodemus
(Heir to Lucile Hilton)

DATE: _____

Arline Hilton Matteson
(Heir to Lucile Hilton)

CEC INDUSTRY CORPORATION
(formerly Justheim Petroleum Company)

_____ DATE: _____

By: _____
Title: _____

_____ DATE: _____

Raymond A. Ebert, General Personal
Representative of the Estate of
Clarence I. Justheim, Deceased

MORGAN (J. H.) OIL & GAS COMPANY

_____ DATE: May 18, 1989

By: John H. Morgan, Jr.
Title: President

408

X /s/ Helen Morgan Leech

Helen Morgan Leech, Personal Representative of J. H. Morgan, Sr., Deceased

DATE: 5/23/89

_____

John H. Morgan, Jr., Personal Representative of J. H. Morgan, Sr., Deceased

DATE: _____

_____

Aaron H. McGinnis

DATE: _____

_____

William J. McGinnis, Jr.

DATE: _____

_____

Victor S. McGinnis

DATE: _____

_____

Marjorie Brawley

DATE: _____

_____

Mary Nell Hannon McGinnis

DATE: _____

[redacted] [redacted] [redacted]

DATE: _____

Helen Morgan Leech, Personal
Representative of J. H. Morgan, Sr.,
Deceased

X _____ DATE: May 18, 1989

John H. Morgan, Jr., Personal
Representative of J. H. Morgan, Sr.,
Deceased

_____ DATE: _____

Aaron H. McGinnis

_____ DATE: _____

William J. McGinnis, Jr.

_____ DATE: _____

Victor S. McGinnis

_____ DATE: _____

Marjorie Brawley

_____ DATE: _____

Mary Nell Hannon McGinnis

4/0

_____ DATE: 8 - May

By: _____

Title: _____

Aaron H. McGinnis DATE: _____

_____ DATE: _____

William J. McGinnis, Jr.

_____ DATE: _____

Victor S. McGinnis

_____ DATE: _____

Marjorie Brawley

_____ DATE: _____

Mary Nell Hannon McGinnis

DATE: _____

By: _____
Title: _____

DATE: _____

Aaron H. McGinnis

William J McGinnis Jr
William J. McGinnis, Jr.

DATE: 6-28-89

DATE: _____

Victor S. McGinnis

DATE: _____

Marjorie Brawley

DATE: _____

Mary Nell Hannon McGinnis

_____ DATE: _____

By: _____

Title: _____

_____ DATE: _____

Aaron H. McGinnis

_____ DATE: _____

William J. McGinnis, Jr.

Victor S. McGinnis DATE: 4/13/79

_____ DATE: _____

Marjorie Brawley

_____ DATE: _____

Mary Nell Hannon McGinnis

[redacted] [redacted] [redacted]

_____ DATE: _____

By: _____

Title: _____

_____ DATE: _____

Aaron H. McGinnis

_____ DATE: _____

William J. McGinnis, Jr.

_____ DATE: _____

Victor S. McGinnis

Marjorie Brawley DATE: May 15, 1989 AJ

Marjorie Brawley

_____ DATE: _____

Mary Nell Hannon McGinnis

414

_____ DATE: _____

By: _____

Title: _____

_____ DATE: _____

Aaron H. McGinnis

_____ DATE: _____

William J. McGinnis, Jr.

_____ DATE: _____

Victor S. McGinnis

_____ DATE: _____

Marjorie Brawley

Mary Nell Hannon McGinnis DATE: Apr. 24, 1939

Mary Nell Hannon McGinnis

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of December, 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

Debbie Spears
Notary Public
Debbie Spears
Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

ACKNOWLEDGMENT

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 27th day of November, 1989, by C. H. Dunbar as Attorney-in-Fact of Exxon Corporation.

Witness my hand and official seal.

3/12/92
My Commission Expires

Notary Public

Address: _____

_____

4/6

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 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 4800
Denver, Colorado 80202

ACKNOWLEDGEMENT

STATE OF California)
)ss.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 17th day of May, 1991, by Gene Hilton Nicodemus.

Witness my hand and official seal.

May 17 1991
My Commission Expires

Notary Public

Address: 16933 Bluewater Ln.
Huntington Bch, Ca. 92649

OFFICIAL SEAL
JEFFREY D. CHAVEZ
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. May 17, 1991

JEFFREY D. CHAVEZ NOTARY PUBLIC CALIFORNIA LOS ANGELES COUNTY

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

The foregoing instrument was acknowledged before me this 5th day of MAY, 1991, by Arline Hilton Matteson.

Witness my hand and official seal.

OCTOBER 30, 1992
My Commission Expires

Notary Public

Address: 1000 ORANGE AVE
CORONADO, CA 92118

OFFICIAL SEAL
E. S. ALLEN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Exp. October 30, 1992

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by _____ as _____ of CEC Industry Corporation (formerly Justheim Petroleum Company).

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

418

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Arline Hilton Matteson.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27th day of April, 1989, by George Matthews as President of C.E.C. Industries Corp. (formerly Justheim Petroleum Company)

Witness my hand and official seal.

6/15/92
My Commission Expires

Notary Public

Address: 2470 Cardinal Way
Salt Lake City, Utah 84121

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 3rd day of May, 1989, by Raymond A. Ebert, General Personal Representative of the Estate of Clarence I. Justheim, Deceased.

Witness my hand and official seal.

6-27-89
My Commission Expires

Notary Public

Address: 3826 So. 2300 E.
SLC Ut 84109

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____ as _____ of Morgan (J. H.) Oil & Gas Company.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

420

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by Raymond A. Ebert, General Personal Representative of the Estate of Clarence I. Justheim, Deceased.

Witness my hand and official seal.

_____ _____
My Commission Expires Notary Public

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 15th day of May, 1989, by John H. Morgan, Jr. as President of Morgan (J. H.) Oil & Gas Company.

Witness my hand and official seal.

NOTARY PUBLIC J. MICHAEL BENNION STATE OF UTAH

12-20-91 J. Michael B
My Commission Expires Notary Public

Address: Salt Lake City,
Salt Lake County, Utah

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 23rd day of May, 1989, by Helen Morgan Leech, Personal Representative of J. H. Morgan, Sr., Deceased.

Witness my hand and official seal.

11-07-90
My Commission Expires

Notary Public

Address: _____

_____

NOTARY PUBLIC
My Commission Expires November 7, 1990
LEZLEE S. NYBORG
3983 Wasatch Blvd.
Salt Lake City, UT
84124
STATE OF UTAH

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19___, by John H. Morgan, Jr., Personal Representative of J. H. Morgan, Sr., Deceased.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Helen Morgan Leech, Personal Representative of J. H. Morgan, Sr., Deceased.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 18th day of May, 1989, by John H. Morgan, Jr., Personal Representative of J. H. Morgan, Sr., Deceased.

Witness my hand and official seal.

NOTARY PUBLIC
10/89
J. MICHAEL BENNION
STATE OF UTAH

10/89
My Commission Expires

J. Michael B
Notary Public

Address: Salt Lake City,
Salt Lake County, Utah

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____ as _____ of Key Bank, Trustee for Anderson L. McGinnis, William J. McGinnis, Miranda Yose, Lulu Budd, Olive Irwin, Carkie Warner, and Mary H. McGinnis.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF WYOMING)
)ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me this 8th day of May, 1989, by Aaron H. McGinnis.

Witness my hand and official seal.

11-16-91
My Commission Expires

Stacy A. Warner
Notary Public

Address: 801 Pine Ave
Kemmerer, WY

424

ACKNOWLEDGEMENT

STATE OF Wyoming)
)ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 9th day of January, 1991 by William J. McGinnis, Jr.

Witness my hand and official seal.

January 10, 1991
My Commission Expires

Kathleen A. King
Notary Public

Address: Big Piney
Wyoming 83113

Kathleen A. King - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 10, 1991

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Victor S. McGinnis.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by William J. McGinnis, Jr.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF Wyoming)
)ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me this 18th day of April, 1989, by Victor S. McGinnis.

Witness my hand and official seal.

5-5-92
My Commission Expires

Connie M. Thomson
Notary Public

Address: Jackson Wyo

Connie M. Jorgensen Notary Public
Teton County, Wyoming
My Commission Expires May 5, 1992

426

ACKNOWLEDGEMENT

STATE OF Colorado)
)ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 15th day of May, 19 89, by Marjorie Brawley.

Witness my hand and official seal.

August 15, 1992
My Commission Expires

Notary Public

Address: 429 Railroad Ave
Rifle, CO 81650

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Mary Nell Hannon McGinnis.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by Marjorie Brawley.

Witness my hand and official seal.

_____
My Commission Expires

_____
Notary Public

Address: _____

_____

ACKNOWLEDGEMENT

STATE OF Washington)
)ss.
COUNTY OF Whatcom)

The foregoing instrument was acknowledged before me this 4th day of April, 19 91, by Mary Nell Hannon McGinnis.

Witness my hand and official seal.

Oct 21 1992
My Commission Expires

Vickie L Clinton
Notary Public

Address: PO Box 1105
Lynden WA 98264

VICKIE L. CLINTON NOTARY PUBLIC COMMISSION EXPIRES OCT. 21, 1992 STATE OF WASHINGTON

EXHIBIT A

Plat of communitized area covering that portion of Tract 45 within section 23, Lots 5, 6 & 7, T. 28 N, R. 113 W., 6th. P.M., Chimney Buttes Field , Sublette County, Wyoming (State)

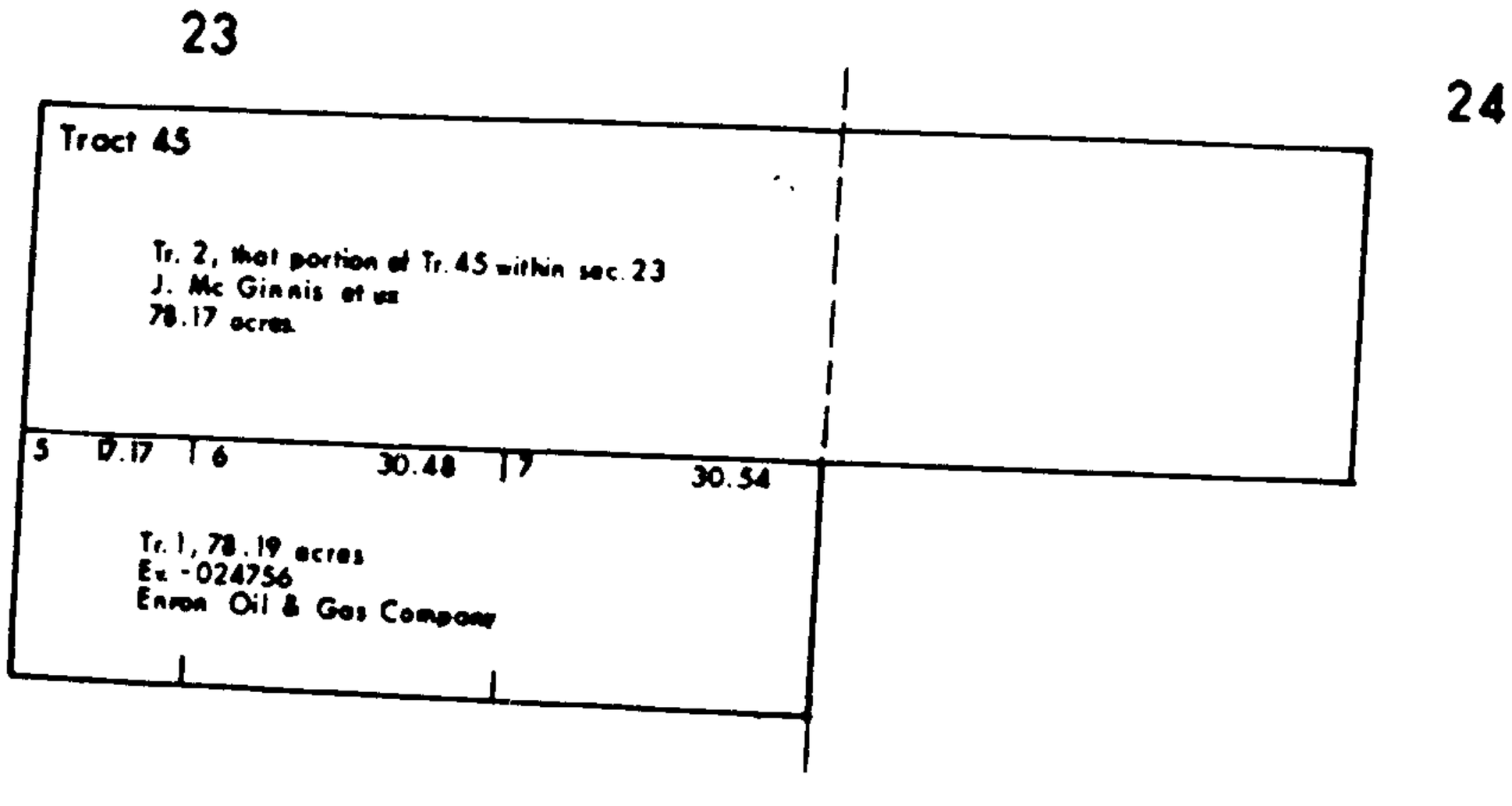




EXHIBIT B

To Communitization Agreement
dated December 6, 1989,
embracing That Portion of Tract 45 within Section 23
and Lots 5, 6, and 7 of Section 23, Township 28 North, Range 113 West,
6th P.M., Chimney Buttes Field, Sublette County, Wyoming

Operator of Communitized Area: Enron Oil & Gas Company

Description of Leases Committed

Tract No. 1

Lease Serial Number:	EV-024756
Lease Date:	June 1, 1948
Lease Term:	5 years
Lessor/Royalty Interest Owner:	United States of America
Present Lessee:	Enron Oil & Gas Company
Description of Lands Committed:	Township 28 North, Range 113 West Section 23: Lots 5, 6, 7 Sublette County, Wyoming
Number of Acres:	78.19
Royalty Rate:	12.5%

Name and Percent of ORRI Owners:

Raymond A. Ebert, General Personal Representative of The Estate of Clarence I. Justheim, Deceased	1.53750%
Helen Morgan Leech and John H. Morgan, Jr., Personal Representatives of J.H. Morgan, Sr.	1.46875%
CEC Industry Corporation	1.40000%
Morgan (J.H.) Oil & Gas Company	1.46875%
Gene Hilton Nicodemus and Arlene Hilton Matteston	.12500%
	6.00000%

Name and Percent of WI Owners:

Enron Oil & Gas Company	100%

APPROVAL OF THIS AGREEMENT DOES NOT WARRANT OR CERTIFY THAT THE OPERATOR THEREOF AND OTHER HOLDERS OF OPERATING RIGHTS HOLD LEGAL OR EQUITABLE TITLE TO THOSE RIGHTS IN THE SUBJECT LEASES WHICH ARE COMMITTED HERETO.

Tract No. 2

Lessor:	William J. McGinnis and Mamie McGinnis, his wife
Present Lessors:	Aaron H. McGinnis William J. McGinnis, Jr. Victor S. McGinnis Marjorie Brawley Mary Nell Hannon McGinnis
Non-participating Royalty Owner:	Key Bank, Trustee for Anderson L. McGinnis, William J. McGinnis, Miranda Yose, Lulu Budd, Olive Irwin, Carrie Warner, and Mary H. McGinnis
Lease Date:	October 5, 1946
Lease Term:	10 years
Present Lessee:	The Carter Oil Company
Description of Lands Committed:	Township 28 North, Range 113 West Section 23: That portion of Tract 45 within Section 23 Sublette County, Wyoming
Number of Acres:	78.17
Royalty Rate:	12.5%

Name and Percent of ORRI Owners:

Exxon Company U.S.A. (formerly The Carter Oil Company)	12.5%

Name and Percent of WI Owners:

Enron Oil & Gas Company	100%

No Pooling Clause

R E C A P I T U L A T I O N

Tract No.	Number of Acres Committed	Percentage of Interest
1	78.19	50.006395%
2	78.17	49.993605%
	------	----------
	156.36	100.000000%

Copy
Ltr Rec'd

BEFORE THE OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

SEP 07 88

ENRON
DENVER

Ltr Rec'd

IN THE MATTER OF A HEARING BROUGHT ON THE APPLICATION OF ENRON OIL AND GAS COMPANY, FOR AN ORDER FROM THE COMMISSION ESTABLISHING VARIOUS SIZE DRILLING AND SPACING UNITS FOR THE PRODUCTION OF OIL, GAS, AND ASSOCIATED HYDROCARBONS FROM THE FRONTIER FORMATION, CHIMNEY BUTTES FIELD, SUBLETTE COUNTY, WYOMING	)	CAUSE NO. 1 ORDER NO. 2 DOCKET NO. 207-88

APPEARANCES:

THOMAS REESE, ATTORNEY REPRESENTING ENRON OIL AND GAS COMPANY

ENRON OIL AND GAS COMPANY - Dan Bishop, Drew Morris, Craig Munsart

STATE OF WYOMING - Charles W. Farmer

REPORT OF THE EXAMINER

This cause came on regularly for hearing before C. W. Farmer, duly appointed hearing examiner of the Wyoming Oil and Gas Conservation Commission at 10:13 A.M. on the 12th day of July 1988, in the office of the State Oil and Gas Supervisor, 777 West First Street, Casper, Wyoming, after due and legal notice was given as required by law and as required by the Rules and Regulations of the Commission, to consider the application of Enron Oil and Gas Company (Enron), for an order from the Commission establishing various size drilling and spacing units for the production of oil, gas, and associated hydrocarbons from the Frontier Formation, underlying lands in Chimney Buttes Field, Sublette County, Wyoming.

After hearing statements of the applicant, having considered documentary evidence offered by the applicant at the hearing, and having reviewed applicable records of the State Oil and Gas Supervisor, the examiner makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. Enron is the owner of certain working interests and operating rights in and to various oil and gas leases covering portions of the following described lands in the Chimney Buttes Field, to wit:

Township 28 North, Range 113 West, 6th P.M.
Section 23: Lot 1 (49.27 acres)
Lot 2 (49.37 acres)
(Total of 98.64 acres)
Section 23: NE¼NE¼, Lot 3 (25.88 acres)
and that portion of Tract 47 which is contained within Section 23
(Total of 89.50 acres)

Section 23: That portion of Tract 45 within Section 23, Lot 5 (17.17 acres), Lot 6 (30.48 acres) and Lot 7 (30.54 acres) (Total of 194.00 acres)

2. The above described area is currently subject to development under Commission Rule 302 which permits one gas well per 160 acres with the legal well location being in the center of each 160 acre unit plus or minus 200 feet of tolerance (C¼ ± 200').

3. Enron herein seeks approval of an order authorizing one gas well on the above described 98.64 acres, one on the 89.50 acres, and three on the 194.00 acre blocks. The mineral ownership, lease ownership, lease boundaries and well locations are depicted on Enron Exhibits A, B, and C respectively. The requested drilling and spacing units are for proposed development of the Frontier Formation. Although not uniform in size or shape, the three units yield a well density of one well per 76.4 acres.

4. The minimum distance between wells within the proposed spaced area is approximately 1,600 feet and the maximum distance is about 2,300 feet. However, two of the requested wells (SE¼NW¼ and SE¼SW¼ of Section 23) are to be located no closer than 460 feet to their respective spacing unit boundaries which are also the boundaries of the neighboring Mobil-operated Tip Top Unit. Commission Rule 302 was suspended within the Tip Top Unit in Docket No. 13-67 with a 460 foot setback from the unit boundaries. The nearest existing Tip Top Unit Frontier producer is about 830 feet from the boundary line between the unit and the acreage which Enron herein seeks to be spaced. That well is unit number 2-23 located in the SW¼SW¼ of Section 23.

5. The Frontier Formation does underlay the area of requested spacing as shown on Enron Exhibits 4, 5, 6, and 8.

6. Enron believes that the existing gas well density of one well per 160 acres under Rule 302 is not conducive to optimum development of the Frontier Formation. Enron Exhibits 7, 9, 10, and 11, demonstrate that portions of the Fronter are discontinuous from well to well due to the depositional environment of the particular Frontier benches. Thus, a well producing from one bench on 160 acres density may not be recovering gas from other Frontier stringers present in the same 160 acres but not present in that particular wellbore. Therefore, Enron advocates gas well development on the density of one well per approximately 80 acres (see Finding of Fact No. 3 above).

7. Enron Exhibits 21-26 show that the requested 80 acre spacing would accelerate the production of Frontier reserves, thereby resulting in recovery

of gas which probably would not be economically recoverable by 160 acre development and the resultant long life of such 160 acre wells (up to 60 years in the future). About 1.5 billion cubic feet of additional gas may be recovered by this approach of 80 acre development.

8. No interested party appeared in protest of Enron's application considered herein or to refute Enron's exhibits and testimony.

9. After due consideration of the evidence adduced at the hearing and being now sufficiently advised in the premises, the examiner finds that the application of Enron Oil and Gas Company should be approved.

CONCLUSIONS OF LAW

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

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

3. This hearing was conducted in accordance with Rules 513 and 515 of the Wyoming Oil and Gas Conservation Commission and §30-5-105, Wyoming Statutes, 1977, as amended, governing hearings conducted by examiners.

4. The granting of the Enron application, as submitted, would result in the protection of correlative rights and would assist in preventing the waste of gas and associated hydrocarbons from the Frontier Formation.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that the following rules be and hereby are established governing drilling and spacing units and wells to the Frontier Formation underlying the following described lands in Chimney Buttes Field, Sublette County, Wyoming, to wit:

Drilling Unit No. 1 (98.64 acres):

Township 28 North, Range 113 West, 6th P.M.
Section 23: Lot 1 (49.27 acres)
Lot 2 (49.37 acres)

Drilling Unit No. 2 (89.50 acres):

Township 28 North, Range 113 West, 6th P.M.
Section 23: NE¼NE¼, Lot 3 (25.88 acres)
and that portion of Tract 47 which is contained within Section 23

Drilling Unit No. 3 (194.00 acres):

Township 28 North, Range 113 West, 6th P.M.
Section 23: That portion of Tract 45 within

Section 23, Lot 5 (17.17 acres), Lot 6
(30.48 acres), and Lot 7 (30.54 acres)

Rule 1. The three above described drilling and spacing units shall be and the same hereby are established for the production of gas and associated hydrocarbons from the Frontier Formation.

Rule 2. The permitted well locations for each respective unit is as follows:

Drilling Unit No. 1: Anywhere in Lot 1 of Section 23 but no closer than 460 feet to the lease lines.

Drilling Unit No. 2: Approximately in the center of the original SE¼NE¼ of Section 23, but no closer than 460 feet to the spacing unit boundary.

Drilling Unit No. 3: Three permitted wells as follows:

(a) Approximately in the middle of the lands in Tract 45 which are within Section 23 (center of the original NW¼SE¼, Section 23), with a tolerance that it not be drilled closer than 460 feet to the spacing unit boundary and at least 1,120 feet from any other wells.

(b) Approximately in the center of Lot 5 with a tolerance that it not be drilled closer than 460 feet to the spacing unit boundary and at least 1,120 feet from any other wells.

(c) Approximately in the center of Lot 7 with a tolerance that it not be drilled closer than 460 feet to the spacing unit boundary and at least 1,120 feet from any other wells.

Rule 3. This order shall be temporary to be reviewed at the regularly scheduled meeting of the Commission in July 1989. The original applicant, Enron Oil and Gas Company, shall provide maps and other documentary evidence at that time depicting the development of the area above spaced.

DATED this 19th day of August 1988.

WYOMING OIL AND GAS
CONSERVATION COMMISSION

/S/ Gary B. Glass
Mr. Gary B. Glass,
Acting Chairman-Commissioner

/S/ Gene R. George
Mr. Gene R. George,
Commissioner

/S/ Howard M. Schrinar
Mr. Howard M. Schrinar,
Commissioner

/S/ Charles W. Farmer
Mr. Charles W. Farmer - Examiner

/S/ Eddie Moore
Mr. Eddie Moore,
Commissioner

2. five

MAY 1990
Received
Dept. of Interior
Bureau of
Land Management
Rock Springs,
Wyoming

BEFORE THE OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF A HEARING BROUGHT ON THE APPLICATION OF ENRON OIL AND GAS COMPANY, FOR AN ORDER ESTABLISHING VARIOUS DRILLING AND SPACING UNITS FOR THE PRODUCTION OF OIL, GAS, AND ASSOCIATED HYDROCARBONS FROM THE BAXTER FORMATION UNDERLYING LANDS IN THE CHIMNEY BUTTES FIELD (TIP TOP), SUBLETTE COUNTY, WYOMING	CAUSE NO. 1 ORDER NO. 5 DOCKET NO. 125-90

Those in attendance are the following:

ENRON OIL AND GAS COMPANY -	Thomas Reese
STATE OF WYOMING -	Richard D. Marvel

REPORT OF THE EXAMINER

This cause came on regularly for hearing before Richard D. Marvel, duly appointed hearing examiner of the Wyoming Oil and Gas Conservation Commission, at 2:15 P.M. on the 10th day of April 1990, in the office of the State Oil and Gas Supervisor, 777 West First Street, Casper, Wyoming, after due and legal notice was given as required by law and as required by the Rules and Regulations of the Commission, to consider the matter brought on the application of Enron Oil and Gas Company, for an order establishing various drilling and spacing units for the production of oil, gas, and associated hydrocarbons from the Baxter Formation underlying lands in the Chimney Buttes Field (Tip Top), Sublette County, Wyoming.

After hearing testimony from one individual, having conducted a review of pertinent evidence offered at the hearing, and after a review of applicable files in the office of the State Oil and Gas Supervisor, the examiner makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. Enron Oil and Gas Company (Enron) is the owner of certain working interests and operating rights in and to a portion of the following described lands and proposes the establishment of drilling and spacing units for the Baxter Formation with well locations as set forth below. The proposed drilling and spacing units and well lcoations have already been established for the Frontier Formation by Docket Nos. 207-88 and 194-89:

Drilling Unit No. 1:
Township 28 North, Range 113 West, 6th P.M.
Section 23: Lot 1 (49.24 acres)
Lot 2 (49.37 acres)

Containing approximately 98.64 acres.

Permitted Well Location:
Anywhere in Lot 1 or Lot 2 of the subject lands, but not closer than 460' from the lease line.

Drilling Unit No. 2:
Township 28 North, Range 113 West, 6th P.M.
Section 23: NE¼NE¼, Lot 3 (25.88 acres)
And that portion of Tract 47 which is contained within Section 23

Containing approvimately 89.50 acres

Permitted Well Location:
Approximately in the center of the original SE¼NE¼ of Section 23, but not closer than 460' from the spacing unit boundary.

Drilling Unit No. 3:
Township 28 North, Range 113 West, 6th P.M.
Section 23: That portion of Tract 45 within Section 23, Lot ~~4~~ 5 (17.17 acres), Lot 6 (30.~~68~~ 48 acres) and Lot 7 (30.54 acres)

Containing approximately 156.36 acres.

Two Permitted wells being as follows:
No more than two wells will be drilled in the unit no closer than 460' from the spacing unit boundary and at least 1,120' from any well capable of producing in paying quantities from the Baxter Formation.

2. As a result of develpment and production from the Chimney Buttes Unit Area, Tip Top Unit Area, as well as other fields in the area, and based upon the present drilling and spacing unit patterns for the Frontier Formation established in the area a prudent operator would develop the above described lands for the Baxter Formation using the same drilling and spacing units and possibly the same wellbores used in developing and producing from the Frontier Formation. Evidence has been gained that demonstrates that the proposed 80-acre (approximate) drilling and spacing units will efficiently and properly develop the oil and gas underlying the subject lands and that the drilling and spacing units proposed must be established in order to prevent waste and to protect correlative rights.

3. Based on production and development in the area, a prudent operator would develop the above described lands using the drilling and spacing units described.

4. In the event the above described drilling and spacing units are not established, the area may not be fully developed and waste may occur.

5. Approving the requested order as submitted will assist in preventing the various types of waste prohibited by the Statutes of the State of Wyoming and will protect correlative rights.

CONCLUSIONS OF LAW

1. Due and legal notice of time, place and purpose of this hearing has been given to all persons interested and in all respects as required by law.

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

3. This hearing was conducted in accordance with Rules 513 and 515 of the Wyoming Oil and Gas Conservation Commission and §30-5-105, Wyoming Statutes, 1977, as amended, governing hearings conducted by examiners.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that drilling and spacing units be and hereby are established for the Baxter Formation underlying the following described lands in the Chimney Buttes Field (Tip Top), Sublette County, Wyoming:

Drilling Unit No. 1:
Township 28 North, Range 113 West, 6th P.M.
Section 23: Lot 1 (49.24 acres)
Lot 2 (49.37 acres)

Containing approximately 98.64 acres.

Permitted Well Location:
Anywhere in Lot 1 or lot 2 of the subject lands, but not closer than 460' from the lease line.

Drilling Unit No. 2:
Township 28 North, Range 113 West, 6th P.M.
Section 23: NE¼NE¼, Lot 3 (25.88 acres) and that portion of Tract 47 which is contained within Section 23

Containing approximately 89.50 acres.

Permitted Well Location:
Approximately in the center of the original SE¼NE¼ of Section 23, but not closer than 460' from the spacing unit boundary

Drilling Unit No. 3:
Township 28 North, Range 113 West, 6th P.M.
Section 23: That portion of Tract 45 within Section 23, Lot 5 (17.17 acres), Lot 6 (30.~~68~~ 36 48 acres) and Lot 7 (30.54 acres).

Containing approximately 156.36 acres.

Two permitted wells being as follows:
No more than two wells will be drilled in the unit no closer than 460' from the spacing unit boundary and at least 1,120' from any well capable of producing in paying quantities from the Baxter Formation.

FURTHER IT IS ORDERED that this order shall be temporary to be reviewed at the regularly scheduled meeting of the Commission in April 1991. Enron Oil and Gas Company shall provide maps and other documentary evidence at that time depicting the development of the area above spaced.

DATED this 11th day of May 1990.

WYOMING OIL AND GAS
CONSERVATION COMMISSION

/S/ Gary B. Glass
Mr. Gary B. Glass,
Acting Chairman-Commissioner

/S/ Howard M. Schrinar
Mr. Howard M. Schrinar,
Commissioner

/S/ Richard D. Marvel
Mr. Richard D. Marvel - Examiner

/S/ Eddie Moore
Mr. Eddie Moore,
Commissioner

/S/ Gene R. George
Mr. Gene R. George,
Commissioner

[redacted] [redacted] [redacted]

[CI TO VENTURE]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated June 20, 1990 is from COMDISCO, INC., a Delaware corporation ("Assignor"), to NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership ("Assignee"), with an address of c/o Duncan Energy Company, 1777 S. Harrison Street, Suite P-1, Denver, Colorado 80210.

FOR $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys and assigns to Assignee the following (all of which are herein called the "Interests"):

1. All right, title and interest which Assignor owns, directly or indirectly, in the leases, licenses, permits and other agreements described in Exhibit A, and in the fee mineral estates, royalty interests and overriding royalty interests in the properties described in Exhibit B, together with all the property and rights incident thereto, including to the extent transferable, all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto (collectively, the "Property"); and

229409

RECORDED July 5 1990 3:10 P M
IN BOOK 86 O&G PAGE 440
FEES $ 30.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mari Riley

2. All of Assignor's right, title and interest in all of the personal property, fixtures and improvements on or appurtenant to the Property and used in connection with the operation of the Property or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto; and

3. All of Assignor's right, title and interest in all proprietary seismic data developed and owned by Assignor and, only to the extent transferable, all non-proprietary seismic data licensed, purchased or acquired by Assignor;

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

Assignor hereby warrants its right, title and interest to the Interests against all persons claiming or attempting to claim all or any portion thereof by, through or under Assignor or its affiliates or Duncan Exploration Company, but not otherwise, except for Permitted Encumbrances. As used herein, the term "Permitted Encumbrances" means (i) employee overriding royalty interests in effect on the date hereof in an amount no greater than 3%; (ii) operators' liens arising in the ordinary course of business under applicable operating agreements; (iii) liens for taxes and assessments not yet due or not yet delinquent; and (iv) rights reserved or granted to third parties in the normal course of acquiring, developing, operating and maintaining the Interests under typical agreements used in the oil and gas

business, including, but not limited to, joint operating agreements, unit agreements, farmouts, farmins, permits, seismic agreements, rights-of-way, easements, division orders, brokerage agreements and those agreements described on Exhibit C hereto, provided, however, that such rights do not individually or in the aggregate interfere materially with the operation or use of the Interests, and provided further that such rights (except those described in Exhibit C) do not reduce the net revenue interests attributable to the Interests below the net revenue interests shown for such interests in the reserve reports described in Section 3.1(h) of the Asset Transfer Agreement described below. As used herein, the term "net revenue interests" means the decimal or percentage interests in and to the production produced, saved and sold from, under and by virtue of the wells included in the Interests, after giving effect to applicable lessors' royalties, overriding royalties, production payments and other similar interests.

Assignor also hereby grants and transfers to Assignee its successors and assigns, to the extent so transferable, the benefit of and the right to enforce 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, except for the matters described in items (i), (ii) (iii) and (iv) of the immediately preceding paragraph.

The Interests are conveyed expressly subject to the terms and provisions of the following agreements, and the parties do not intend any merger of the provisions therein into this Agreement:

1. Asset Transfer Agreement effective as of February 1, 1990, among Comdisco Exploration, Inc., Comdisco Resources, Inc. and NBB Oil & Gas Partners (U.S.A.) including, without limitation, the indemnification provisions contained therein.

2. Partnership Agreement effective as of February 1, 1990, among Comdisco, Inc., Comdisco Exploration, Inc., Comdisco Resources, Inc. and NBB Energy Partners I, L.P.

3. Management Agreement effective as of February 1, 1990, among Duncan Energy Company and NBB Oil & Gas Partners (U.S.A.).

The Interests are assigned to Assignee without covenant or warranty of any kind, express, implied or statutory other than the special warranty of title above set forth. 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, and (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Assignor 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 or extent of reserves or the value of the Interests based thereon or the condition or state of repair of any of the Interests and as to the prices that Assignor or Assignee are or will be entitled to receive from production of oil, gas or other substances from the Interests.

In accordance with the terms of the Venture Agreement and the Asset Transfer Agreement described above, Assignee hereby assumes and agrees to pay, perform and discharge its proportionate share of all obligations relating to the Interests accruing from and after February 1, 1990, and Assignor hereby agrees to remit to Assignee all revenues received by Assignor attributable to production from or sale of the Interests from and after such date. Assignee further agrees to execute, acknowledge and deliver all assignments of Participation Interests accruing from and after February 1, 1990, as provided in the Management Agreement.

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the counties in which the Interests are located.

Separate assignments of the 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, warranties, rights, titles, power and privileges set forth herein as fully as though they

were set forth in each of such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

Assignor and Assignee hereby agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments and take such other action as may be necessary or advisable to fully effectuate the transfer of the Interests from Assignor to Assignee.

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, a counterpart to be recorded in a given county may contain only those portions of the Exhibits hereto that describe or affect property located in that county. Assignor and Assignee have each retained a counterpart of this assignment with a complete set of Exhibits.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Acceptance of delivery of this Assignment shall constitute agreement of Assignee to the provisions of this Assignment.

EXECUTED on the day and year first above written, to be effective as of 7:00 a.m. on February 1, 1990.

ASSIGNOR:

ATTEST:

COMDISCO, INC.
a Delaware corporation

By: _____
Leon R. Bailey
Assistant Secretary

By _____
Hiram W. Lewis III
Its Assistant Vice President

(SEAL)

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

(Colorado, Michigan, Nebraska, North Dakota, Texas and Wyoming)

The foregoing instrument was acknowledged before me this 21st day of June, 1990 by Hiram W. Lewis III and Leon R. Bailey the Assistant Vice President and Assistant Secretary, respectively, of Comdisco, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

(Montana)

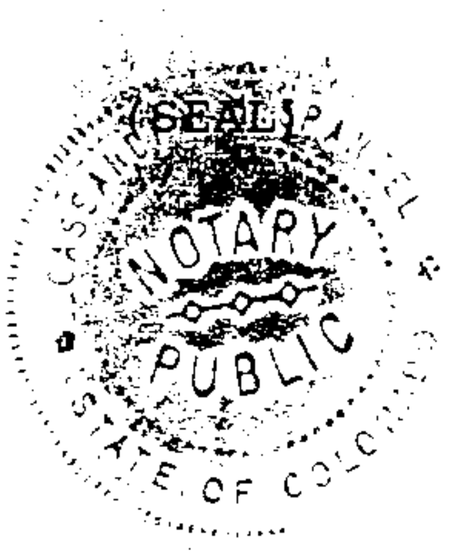
On this 21st day of June, in the year 1990, before me Cassandra M. Spaniel, the undersigned Notary Public personally appeared Hiram W. Lewis III and Leon R. Bailey, known to me to be the Assistant Vice President and Assistant Secretary, respectively, of Comdisco, Inc., a Delaware corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal in the City of Denver, County of Denver, State of Colorado, this 21st day of June, 1990.

(South Dakota)

On this 20th day of June, in the year 1990, before me Cassandra M. Spaniel, the undersigned Notary Public personally appeared Hiram W. Lewis III and Leon R. Bailey, who acknowledged themselves to be the Assistant Vice President and Assistant Secretary, respectively, of Comdisco, Inc., a Delaware corporation, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Assistant Vice President and Assistant Secretary.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal in the City of Denver, County of Denver, State of Colorado, this 20th day of June, 1990.



Cassandra M. Spaniel
Notary Public in and for the
State of Colorado

Printed Name of Notary:
Cassandra M. Spaniel

Address of Notary Public:
1777 South Harrison Street
Suite P-1
Denver, Colorado 80210

My Commission Expires: June 19, 1992

DJTD/FFS

PREAMBLE TO EXHIBITS A AND B

1. Lessor Identification. The full name of the lessor for leases issued by the United States of America has been abbreviated as "USA." Leases issued by the Bureau of Indian affairs, the various Indian Tribes of Tribal leasing authorities are identified by the abbreviation "BIA." Leases issued by a State Agency have been abbreviated "State of" followed by the appropriate state, which may be in an abbreviated form. These abbreviations are followed by the lease number assigned by the relevant lessor, e.g., USA-M-12345. Each lease has been assigned a lease number which begins with a two letter state code for the relevant state.

2. Exhibit B. In Exhibit B references in the file identification number have the following meanings:

M--Mineral interest.
ORR--Overriding royalty interest.
R--Royalty interest.

3. Recording Information. Recording information is sometimes repeated due to a computer program that lists recording information for each tract. Also, in cases where only one number is listed under "volume" and no number is listed under "page," the number is actually a document or instrument number. References in the Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in the Exhibit are to the official real property records of the county or counties in which the land is located and in which records of such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

4. County Counterparts. Only the pages of the Exhibit that describe property located in a given county are attached to the counterpart of this document that will be recorded in that county.

DJTD/FF5

[CI TO VENTURE]

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[redacted] [redacted] [redacted]

[CI TO VENTURE]

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DJTD/FF5

EXHIBIT 'B'

TOWNSHIP RANGE REPORT BY COUNTY - DEVELOPED
14 DEC 1989 PAGE 8

County	State	Twns	Range	Sec	QSec	ID	File	Gross Lease Acres	Net Mineral Acres	Net Royalty Acres
RICHLAND	MT	024N	054E	20	SE	402	M147D	160.0000	4.8500	4.8500
RICHLAND	MT	024N	054E	20	SE	398	M147B	160.0000	2.4250	2.4250
RICHLAND	MT	024N	054E	20	SE	400	M147C	160.0000	4.8500	4.8500
RICHLAND	MT	024N	054E	20	SE	404	M147E	160.0000	.9700	.9700
RICHLAND	MT	024N	054E	20	SE	359	M147F	160.0000	.9700	.9700
RICHLAND	MT	024N	054E	20	SE	401	M147C	160.0000	4.8500	4.8500
RICHLAND	MT	024N	054E	20	SE	396	M147A		4.8500	4.8500
RICHLAND	MT	024N	054E	20	SE	394	M147		4.8500	4.8500
RICHLAND	MT	024N	054E	20	SW	360	M147F	160.0000	.9700	.9700
RICHLAND	MT	025N	056E	20	NW	102	M138	80.0000	38.8000	3.7330
RICHLAND	MT	025N	057E	21	NW	1275	R21	160.0000		
RICHLAND	MT	025N	057E	21	SE	1298	R21	160.0000		18.6240
RICHLAND	MT	025N	057E	21	SE	844	ORR33	160.0000		6.2080
RICHLAND	MT	025N	059E	1	SW	608	R5	141.0800		47.9000
RICHLAND	MT	025N	059E	11	NE	609	R4	160.0000		54.3200
RICHLAND	MT	026N	059E	23	SW	961	M12		37.8300	60.5280
***								2,461.0800	124.1600	238.8430
ROOSEVELT	MT	028N	058E	10	SE	859	R26	80.0000		7.2750
ROOSEVELT	MT	028N	058E	10	SW	860	R26	80.0000		4.8500
ROOSEVELT	MT	029N	056E	26	NW	439	ORR27	160.0000		12.4160
ROOSEVELT	MT	029N	056E	26	SW	595	M32&A	80.0000	25.2200	33.6267
ROOSEVELT	MT	030N	059E	21	SE	830	M13,13		36.2758	36.2758
***								400.0000	61.4958	94.4435
SHERIDAN	MT	032N	056E	22	SE	93	M15C	320.0000	9.7000	9.7000
SHERIDAN	MT	032N	056E	22	SE	490	M15,15	160.0000	4.1225	4.1225
SHERIDAN	MT	032N	056E	22	SW	489	M15,15	160.0000	4.1225	4.1225
SHERIDAN	MT	032N	056E	27	NE	491	M18F	160.0000	4.8500	4.8500
SHERIDAN	MT	032N	056E	27	NE	492	M18,18	160.0000	15.0350	15.0350
SHERIDAN	MT	032N	058E	29	SE	596	M31	160.0000	155.2000	206.9337
SHERIDAN	MT	033N	056E	6	SW	932	M24,24	157.2000	9.7225	9.7225
SHERIDAN	MT	033N	058E	8	NE	318	ORR54	160.0000		2.7160
SHERIDAN	MT	033N	058E	8	SE	316	ORR54			2.7160
SHERIDAN	MT	033N	058E	8	SW	926	ORR31	160.0000		17.0720
SHERIDAN	MT	033N	058E	8	SW	921	ORR11	160.0000		32.5920
SHERIDAN	MT	033N	058E	8	SW	1146	ORR30	160.0000		34.1440
SHERIDAN	MT	033N	058E	8	SW	317	ORR54	160.0000		2.7160
SHERIDAN	MT	037N	055E	5	SW	305	M163	80.0000	19.2000	19.2000
***								2,157.2000	221.9525	365.6422
STARK	ND	140N	099W	36	NE	945	M22	160.0000	4.3068	6.4602
***								160.0000	4.3068	6.4602
***										
SUBLETTE	WY	018N	115W	26	NE	251	ORR66	160.0000	.0000	5.4320

EXHIBIT 'B'

WNSHIP RANGE REPORT BY COUNTY - DEVELOPED
4 DEC 1989 PAGE 9

ounty.....	State..	Twns..	Range..	Sec..	QSec..	ID...	File..	Gross Lease.. Acres	Net Mineral.. Acres	Net Royalty.. Acres
SUBLETTE	WY	018N	115W	26	NW	252	ORR66	160.0000	.0000	5.4320
SUBLETTE	WY	018N	115W	26	SE	254	ORR66	160.0000	.0000	5.4320
SUBLETTE	WY	018N	115W	26	SW	253	ORR66	160.0000	.0000	5.4320
SUBLETTE	WY	018N	115W	27	NE	255	ORR66	160.0000	.0000	5.4320
***								800.0000	.0000	27.1600
VALLEY	MT	030N	043E	3	NE	953	ORR21	80.0000		3.3707
VALLEY	MT	030N	044E	11	NW	481	R15	160.0000		12.4160
VALLEY	MT	030N	045E	16	NE	338	M108	160.0000	38.8000	51.7200
VALLEY	MT	030N	045E	16	SE	339	M108	160.0000	38.8000	51.7200
VALLEY	MT	031N	043E	13	SE	954	ORR21	80.0000		2.1728
VALLEY	MT	031N	044E	10	NE	951	M23	160.0000	19.4000	19.4000
VALLEY	MT	031N	044E	11	NW	952	ORR21	80.0000		1.6900
VALLEY	MT	031N	044E	11	NW	948	M23	40.0000	4.8500	4.8500
VALLEY	MT	031N	044E	11	NW	950	M23	40.0000	4.8500	4.8500
VALLEY	MT	031N	044E	11	NW	320	ORR54			1.4400
VALLEY	MT	031N	044E	11	SW	949	M23	80.0000	9.7000	9.7000
***								1,040.0000	116.4000	163.3295
VINTAH	WY	013N	121W	34	NW	335	ORR52A	39.1250		3.7950
VINTAH	WY	013N	121W	34	SW	334	ORR52A	39.1250		3.7950
VINTAH	WYO	13N	121W	24	SE	704	ORR52	40.0000		2.3280
VINTAH	WYO	13N	121W	34	NE	705	ORR52	77.6000		4.5200
***								195.8500	.0000	14.4380
WARD	ND	153N	087W	31	SE	1360	ORR81,	160.0000		37.0129
WARD	ND	153N	087W	31	SE	22	M162	160.0000	43.2000	57.6000
WARD	ND	153N	087W	31	SE	1306	M173	80.0000	2.4000	3.1968
WARD	ND	153N	087W	31	SE	1305	M173	80.0000	2.4000	3.1997
WARD	ND	159N	087W	15	NE	57	M158	80.0000	29.1000	29.1000
***								560.0000	77.1000	130.1094
WILLIAMS	ND	152N	100W	1	NE	1026	ORR39	160.0900		2.9707
WILLIAMS	ND	152N	103W	19	SE	1081	M54	69.8658	16.7375	16.7375
WILLIAMS	ND	152N	103W	19	SE	1280	M54A	68.8660	5.2305	5.2305
WILLIAMS	ND	152N	103W	19	SE	825	M82	13.5800	2.0847	3.1271
WILLIAMS	ND	152N	103W	19	SE	716	M89	5.9800	1.8970	2.5281
WILLIAMS	ND	152N	103W	19	SE	790	M84	.0400	.0084	.0126
WILLIAMS	ND	152N	103W	19	SW	719	M89		23.2380	30.9757
WILLIAMS	ND	152N	103W	19	SW/4	824	M82	46.0000	7.0617	10.5926
WILLIAMS	ND	152N	103W	29	NW	1080	M54	17.1000	4.0967	4.0967
WILLIAMS	ND	152N	103W	29	NW	1282	M54A	17.1000	1.2802	1.2802
WILLIAMS	ND	152N	104W	15	NW	120	M127	80.0000	7.7600	9.3120
WILLIAMS	ND	153N	100W	3	SE	1269	M60	160.0000	2.5867	2.5867
WILLIAMS	ND	153N	100W	3	SE	488	M38	160.0000	8.4473	13.5157
WILLIAMS	ND	153N	100W	3	SE	202	M44	160.0000	1.3379	2.0070
WILLIAMS	ND	153N	100W	3	SE	216	M44B	160.0000	4.1900	5.2900
WILLIAMS	ND	153N	100W	3	SE	207	M44A	160.0000	6.9000	11.0400
WILLIAMS	ND	153N	100W	11	SE	548	M40	80.0000	10.3063	13.7417

EXHIBIT C INTENTIONALLY NOT ATTACHED

DJTD/FF5

229410

RECORDED July 5 1990 3:40 P M
IN BOOK 86 Of 6 PAGE 454
FEES $ 30.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

[CI to Nominee]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated June 20, 1990 is from COMDISCO, INC., a Delaware corporation ("Assignor"), to ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation ("Assignee"), with an address of c/o Duncan Energy Company, 1777 S. Harrison Street, Suite P-1, Denver, Colorado 80210.

FOR $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys and assigns to Assignee the following (all of which are herein called the "Interests"):

1. All right, title and interest which Assignor owns, directly or indirectly, in the leases, licenses, permits and other agreements described in Exhibit A, and in the fee mineral estates, royalty interests and overriding royalty interests in the properties described in Exhibit B, together with all the property and rights incident thereto, including to the extent transferable, all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto, but excluding any such agreements or licenses relating to seismic data (collectively, the "Property"); and

2. All of Assignor's right, title and interest in all of the personal property, fixtures and improvements on or appurtenant to the Property and used in connection with the operation of the Property or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto;

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

Assignor hereby warrants its right, title and interest to the Interests against all persons claiming or attempting to claim all or any portion thereof by, through or under Assignor or its affiliates or Duncan Exploration Company, but not otherwise, except for Permitted Encumbrances. As used herein, the term "Permitted Encumbrances" means (i) employee overriding royalty interests in effect on the date hereof in an amount no greater than 3%; (ii) operators' liens arising in the ordinary course of business under applicable operating agreements; (iii) liens for taxes and assessments not yet due or not yet delinquent; and (iv) rights reserved or granted to third parties in the normal course of acquiring, developing, operating and maintaining the Interests under typical agreements used in the oil and gas business, including, but not limited to, joint operating agreements, unit agreements, farmouts, farmins, permits, seismic agreements, rights-of-way, easements, division orders, brokerage agreements and those agreements described on Exhibit C hereto,

provided, however, that such rights do not individually or in the aggregate interfere materially with the operation or use of the Interests, and provided further that such rights (except those described in Exhibit C) do not reduce the net revenue interests attributable to the Interests below the net revenue interests shown for such interests in the reserve reports described in Section 3.1(h) of the Asset Transfer Agreement described below. As used herein, the term "net revenue interests" means the decimal or percentage interests in and to the production produced, saved and sold from, under and by virtue of the wells included in the Interests, after giving effect to applicable lessors' royalties, overriding royalties, production payments and other similar interests.

Assignor also hereby grants and transfers to Assignee its successors and assigns, to the extent so transferable, the benefit of and the right to enforce 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, except for the matters described in items (i), (ii) (iii) and (iv) of the immediately preceding paragraph.

The Interests are conveyed expressly subject to the terms and provisions of the following agreements, and the parties do not intend any merger of the provisions therein into this Agreement:

1. Asset Transfer Agreement effective as of February 1, 1990, among Comdisco Exploration, Inc., Comdisco Resources, Inc. and NBB Oil & Gas Partners (U.S.A.) including, without limitation, the indemnification provisions contained therein.

2. Partnership Agreement effective as of February 1, 1990, among Comdisco, Inc., Comdisco Exploration, Inc., Comdisco Resources, Inc. and NBB Energy Partners I, L.P.

3. Management Agreement effective as of February 1, 1990, among Duncan Energy Company and NBB Oil & Gas Partners (U.S.A.).

The Interests are assigned to Assignee without covenant or warranty of any kind, express, implied or statutory other than the special warranty of title above set forth. 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, and (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Assignor 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 or extent of reserves or the value of the Interests based thereon or the condition or state of repair of any of the Interests and as to the prices that Assignor or Assignee are or will be entitled to receive from production of oil, gas or other substances from the Interests.

In accordance with the terms of the Venture Agreement and the Asset Transfer Agreement described above, Assignee hereby assumes and agrees to pay, perform and discharge its proportionate share of all obligations relating to the Interests accruing from and after February 1, 1990, and Assignor hereby agrees to remit to Assignee all revenues received by Assignor attributable to production from or sale of the Interests from and after such date. Assignee further agrees to execute, acknowledge and deliver all assignments of Participation Interests accruing from and after February 1, 1990 as provided in the Management Agreement.

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the counties in which the Interests are located.

Separate assignments of the 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, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each of such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

Assignor and Assignee hereby agree to execute, acknowledge and deliver or cause to be executed, acknowledged and

delivered such instruments and take such other action as may be necessary or advisable to fully effectuate the transfer of the Interests from Assignor to Assignee.

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, a counterpart to be recorded in a given county may contain only those portions of the Exhibits hereto that describe or affect property located in that county. Assignor and Assignee have each retained a counterpart of this assignment with a complete set of Exhibits.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Acceptance of delivery of this Assignment shall constitute the agreement of Assignee to the provisions of this Assignment.

EXECUTED on the day and year first above written, to be effective as of 7:00 a.m. on February 1, 1990.

ASSIGNOR:

ATTEST:

COMDISCO, INC., a Delaware corporation

By _____
Leon R. Bailey
Assistant Secretary

(SEAL)

By _____
Hiram W. Lewis III
Its Assistant Vice President

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

(Arizona, Colorado, New Mexico, North Dakota, Utah and Wyoming)

The foregoing instrument was acknowledged before me this 20th day of June, 1990 by Hiram W. Lewis III and Leon R. Bailey the Assistant Vice President and Assistant Secretary, respectively, of Comdisco, Inc., a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

(Montana)

On this 20th day of June, in the year 1990, before me Cassandra M. Spaniel, the undersigned Notary Public personally appeared Hiram W. Lewis III and Leon R. Bailey, known to me to be the Assistant Vice President and Assistant Secretary, respectively, of Comdisco, Inc., a Delaware corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal in the City of Denver, County of Denver, State of Colorado, this 20th day of June, 1990.

(Oklahoma)

This instrument was acknowledged before me on June 20, 1990 by Hiram W. Lewis III and Leon R. Bailey as Assistant Vice President and Assistant Secretary, respectively, of Comdisco, Inc., a Delaware corporation.

Witness my hand and official seal.

(South Dakota)

On this 20th day of June, in the year 1990, before me Cassandra M. Spaniel, the undersigned Notary Public personally appeared Hiram W. Lewis III and Leon R. Bailey, who acknowledged themselves to be the Assistant Vice President and Assistant

Secretary, respectively, of Comdisco, Inc., a Delaware corporation, and that they as such Assistant Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Assistant Vice President and Assistant Secretary.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal in the City of Denver, County of Denver, State of Colorado, this 20th day of June, 1990.

(SEAL)

Cassandra M. Spaniel
Notary Public in and for the
State of Colorado

Printed Name of Notary:
Cassandra M. Spaniel

Address of Notary Public:
1777 South Harrison Street
Suite P-1
Denver, Colorado 80210

My Commission Expires: June 19, 1992

DJTD/FF8

[CI TO NOMINEE]

PREAMBLE TO EXHIBITS A AND B

1. Lessor Identification. The full name of the lessor for leases issued by the United States of America has been abbreviated as "USA." Leases issued by the Bureau of Indian affairs, the various Indian Tribes of Tribal leasing authorities are identified by the abbreviation "BIA." Leases issued by a State Agency have been abbreviated "State of" followed by the appropriate state, which may be in an abbreviated form. These abbreviations are followed by the lease number assigned by the relevant lessor, e.g., USA-M-12345. Each lease has been assigned a lease number which begins with a two letter state code for the relevant state.

2. Exhibit B. In Exhibit B references in the file identification number have the following meanings:

M--Mineral interest.
ORR--Overriding royalty interest.
R--Royalty interest.

3. Recording Information. Recording information is sometimes repeated due to a computer program that lists recording information for each tract. Also, in cases where only one number is listed under "volume" and no number is listed under "page," the number is actually a document or instrument number. References in the Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in the Exhibit are to the official real property records of the county or counties in which the land is located and in which records of such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

4. County Counterparts. Only the pages of the Exhibit that describe property located in a given county are attached to the counterpart of this document that will be recorded in that county.

DJTD/FF8

CI TO NOMINEE

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DJTD/FF8

DLN27540/DBC:PLSHAL40 (10/16/84)
Company No. 002
Company Id. DEN

Exhibit 'A'

12/06/89
Page: 1

1. Lease: WY-1440-010
Date: 04/01/79
Lessor: USA W-67174
Lessee: ANNAMARIE DUNCAN
Recorded: Volume: , Page:
Volume: , Page:

Prospect: Z030 WY Sublette County Spread
Sublette County, Wyoming

Legal Description
T28N-R108W, 6TH P.M.
SEC. 8: ALL
T29N-R108W, 6TH P.M.
SEC. 32: ALL
SEC. 33: ALL

[redacted] [redacted] [redacted]

[CI TO NOMINEE]

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DJTD/FF8

EXHIBIT C INTENTIONALLY NOT ATTACHED

[redacted] [redacted] [redacted]

0050019-000

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTIES OF LINCOLN AND SUBLETTE)

ANDREW C. MORRIS, being duly sworn, deposes and says that:

1. He is Division Landman for Enron Oil & Gas Company.

2. He is familiar with the documents listed below which affect property or lands located in Township 26 North, Range 113 West, Section 4: Lots 1-12, SE/4, NW/4SW/4 and Township 27 North, Range 113 West, Section 28: SE/4SW/4, SW/4SE/4, Section 29: SE/4NE/4, Section 32: W/2E/2, NE/4NE/4 and Section 33: NW/4, SE/4, NW/4NE/4, S/2NE/4. The lease involved is Federal Lease EV-021741.

   (a) Certified copy of Letters of Administration dated March 11, 1985, in which the Administration of the goods and chattels, rights and credits which were of Georgia M. Heintze was granted to William Q. Heintze.

   (b) Proof of Death and Heirship dated March 27, 1985, for Georgia M. Heintze.

   All of these documents are attached as Exhibits to this Affidavit.

3. For the purposes of invoking the legal protection of constructive notice under the Wyoming recording act of said documents listed above, and attached hereto, Affiant has executed this Affidavit which he will cause to be recorded in the records of the Lincoln and Sublette Counties Recorders, State of Wyoming.

Subscribed and sworn to before me this 20th day of June, 1990.

229432

ENRON OIL & GAS COMPANY

RECORDED July 10 IN 9c 11:30 A.M.
IN BOOK 86 O&G PAGE 468
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

By: Andrew C. Morris
Division Landman
"Affiant"

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 20th day of June, 1990 by Andrew C. Morris.

WITNESS my hand and official seal.

3-21-93
My Commission Expires

Debbie Spears
Notary Public
Debbie Spears

NOTARY PUBLIC STATE OF

7571D

CERTIFIED COPY
LETTERS OF ADMINISTRATION

State of New Jersey
Bergen County Surrogate's Court

I, GILL C. JOB, Surrogate of Bergen County, do Certify that on the 11th day of March in the year of our Lord one thousand nine hundred and eighty five Administration of the goods and chattels, rights and credits, which were of Georgia M. Heintze, aka Georgia Heintze late of the County of Bergen, who died intestate, was granted by me to William Q. Heintze of the County of Bergen who is duly authorized to administer the same agreeably by law.

WITNESS my hand and seal of office, the 11th day of March in the year of our Lord one thousand nine hundred and eighty five

GILL C. JOB, Surrogate

STATE OF NEW JERSEY }
BERGEN COUNTY }

I, GILL C. JOB, Surrogate of the County of Bergen aforesaid, do certify the foregoing to be a true copy of the Letters of Administration granted upon the estate of Georgia M. Heintze, aka Georgia Heintze late of the County of Bergen, deceased and intestate, as taken from and compared with the original record in my office and custody. I further certify that said Letters of Administration have not been revoked, but are still in full force and effect.

WITNESS my hand and seal of office at Hackensack, this 11th day of March in the year of our Lord one thousand nine hundred and eighty five

Gill C. Job

[redacted] PROOF OF DE[redacted]D HEIRSHIP [redacted]
(Fill in all Blanks)

STATE OF NEW JERSEY COUNTY OF BERGEN

William Q. Heintze (Affiant), of Cresskill, New Jersey (City and State)

of lawful age, being first duly sworn according to law, on oath says:
That the statements hereinafter set forth, including answers to questions propounded, constitute a true, correct and complete statement of the family history of the person hereinafter named as "Decedent" and of the estate of such decedent.

Name of Decedent Georgia M. Heintze
Date decedent died Feb. 17, 1985 Where? Virginia Beach General Hosp., Virgina Beach VA.
Did decedent leave a will? No If so, has same been probated? -----
Or has other administration proceedings been had on decedent's estate? Yes
If so, when? March 11, 1985 Where? Bergen County Surrogate's Court
Has the estate of sufficient value to incur either federal estate or State of New Jersey inheritance tax liability Yes, State of N.J. only

Was decedent married or single at time of death? married
If married, to whom and date William Q. Heintze, on September 13, 1947
Address 201 Piermont Rd., Apt. #3, Cresskill, NJ 07626
Was decedent ever married to any other than above named person? Yes
If so, give the following information: (List names in order of marriage)

Name of Spouse	Living or Dead	Divorced	Date of Death or Divorce
Linwood W. Davis	dead	xxxxxxx	1946 (exact date of divorce is unknown). Linwood W. Davis died on April 8, 1982.

If decedent had any children by any spouse including adopted children, give following information:

Name of Child	Age	Address	Living or Dead	By Which Spouce
William Jay Heintze	36	606 Manor Ct., Ft. Walton Beach, Fla. 32548	living	William Q. Heintze
Georgia Jill Dair	34	250 Piermont Ave., Piermont, NY 10968	living	William Q. Heintze

If decedent had no spouse and/or children, including adopted children, give the following information:

Name of Descendant	Age	Address	Living or Dead

William Q. Heintze
WILLIAM Q. HEINTZE Affiant

Subscribed and sworn to before me this 27th day of March, 1985

Debra Ann Lyttle
Notary Public
DEBRA ANN LYTTLE
A Notary Public of New Jersey
My Commission Expires Oct. 25, 1989

THE STATE OF NEW JERSEY
COUNTY OF BERGEN

BEFORE ME, the undersigned authority, on this day personally appeared William Q. Heintze, known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of March, A.D. 1985.

Debra Ann Lyttle
Notary Public in and for
Bergen County, New Jersey
DEBRA ANN LYTTLE
A Notary Public of New Jersey
My Commission Expires Oct. 25, 1989

Amended in Book 88 of A Page 1.
Amended in Book 88 of A Page 46.

471

Mesa Unit #2

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETT §

MERIDIAN OIL PRODUCTION INC., a Delaware corporation, with offices at 2919 Allen Parkway, Suite 900, Houston, TX 77019, ("Assignor"), for and in consideration of ONE HUNDRED DOLLARS ($100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant, and convey unto NATURAL GAS PROCESSING COMPANY 101 DIVISION STREET, WORLAND, WYOMING 82401 with offices at _____, ("Assignee"), all of Assignor's right, title, and interest in and to the following:

(i) All of Assignor's interest in, to, and under oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, licenses, permits and other agreements, and other properties and interests described on Exhibit "A" (limited as to the lands and depths indicated in the Exhibit) attached hereto (collectively the "Leases"), together with identical undivided interests in and to all the property and rights incident thereto, including, but not limited to, as of the Effective Time, all rights in, to, and under all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options, orders, and other contracts or agreements of a similar nature in any way relating thereto;

229466

RECORDED 24th DAY OF May A.D. 1993 10:20 o'clock A.M.
IN BOOK 86 OF Misc. PAGE 471
FEES 12.00 May Lou Hall COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By: mary Riley

(ii) All of Assignor's interest in and to all of the wells, equipment, materials and other personal property, fixtures, and improvements on the Leases as of the Effective Time, appurtenant thereto or used or obtained in connection with the Leases (the "Equipment"); provided, however, Equipment shall not include vehicles, communications equipment, compressors or leased equipment located on the Leases; and

(iii) All unitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described in Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title, and interest created thereby in the Leases.

All of Assignor's interest in the above-mentioned assets is herein collectively referred to as the "Interests".

Assignor reserves and retains unto itself from the Interests those certain lands, leases, properties, interests, leasehold rights, depths or formations as specifically noted and reflected on Exhibit "A" hereof, and the right of joint use of any agreements assigned hereunder where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained herein by Assignor or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject to the terms and provisions hereof.

This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders, and any other agreements or contracts attributable to and affecting the Interests, including, but not limited to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production, (ii) in connection with or arising out of balancing of overproduction or

[redacted] [redacted] [redacted]

underproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land as nearly as possible to its prelease condition, regardless of when the events occurred that caused such condition to exist. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the obligations and liabilities, or alleged or threatened liabilities and obligations, of Assignor for environmental claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action of any kind or character, with respect to the Interests, regardless of when the events occurred that caused such condition to exist. Assignee agrees to indemnify and save Assignor harmless from any and all costs, expenses, claims, and liabilities of whatsoever kind, character or nature (including costs of investigation and attorneys' fees) that may arise out of Assignee's assumption of any obligation or liability contained in this Assignment and Bill of Sale.

THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE LEASES, THE EQUIPMENT, AND THE PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO THE ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

Certain Interests conveyed hereunder may be encumbered by "Existing Contracts", as such term is defined in 18 C.F.R. §270.201(ii), concerning the sale of natural gas. Assignor hereby reserves the right to initiate the "Good Faith Negotiations Procedures" specified in 18 C.F.R. §270.201 with respect to any Existing Contracts. Assignee shall have no right or power to take any action, by amendment, waiver or otherwise, that would limit, modify, abridge or terminate Assignor's right to the Good Faith Negotiation Procedures. Assignee agrees that it, and its successors and assigns, shall not attempt to invoke or initiate the Good Faith Negotiations Procedures with respect to any Existing Contracts.

Assignee understands and recognizes that Federal Energy Regulatory Commission ("FERC") Order Nos. 451 and 490 are presently undergoing judicial review and that the final result of such review may impact (i) the market or purchaser to which gas produced from the Interests may lawfully be sold, and/or (ii) the maximum lawful price at which such gas may be sold. Assignor makes no representation, warranty or covenant as to the outcome of such judicial review, and Assignee hereby accepts all risks that such judicial review may result in a remand, vacation, suspension or modification of such FERC Orders in a manner detrimental to Assignee's future sales of gas.

Assignee understands and recognizes that interstate pipelines may refuse under 18 C.F.R. Part 284 to transport gas produced from the Interests unless Assignor agrees to give an offer of take-or-pay or take-and-pay credits to such pipelines. Assignee and Assignor hereby agree that Assignor may withhold such an offer at its sole discretion. Notwithstanding the foregoing, Assignor agrees to execute offers of credit necessary to render gas from the Interests eligible for open access transportation if Assignor determines, in its sole discretion, that such gas is exempt from crediting pursuant to FERC rules and regulations or that Assignor can otherwise execute such offers of credit without risk of adverse economic consequences to Assignor. Any offers of credit executed by Assignor shall be limited in scope or term as Assignor deems necessary.

This Assignment shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

All oil and/or condensate in storage tanks as of the Effective Time attributable to the Interests shall remain the property of Assignor.

As of the Effective Time, all ad valorem taxes, real property taxes, and similar tax obligations for the current year attributable to the Interests shall be prorated between Assignor and Assignee. Assignee shall pay all sales or transfer taxes or similar tax obligations occasioned by the transfer of the Interests, and all documentary, filing, and recording fees in connection with the filing and recording of this Assignment and Bill of Sale.

IN WITNESS WHEREOF, this instrument is executed the 15th day of June, 1990, but shall be effective as of the 1st day of July, 1990 (the "Effective Time").

ASSIGNOR

MERIDIAN OIL PRODUCTION INC.

By: _____
Randolph P. Mundt

Title: Vice President

ASSIGNEE

By: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Randolph P. Mundt, Vice President, of MERIDIAN OIL PRODUCTION INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 15th day of June, 1990.

MY COMMISSION EXPIRES:

Kathleen P. Mohr
Notary Public in and for the
State of Texas

KATHLEEN P. MOHR
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
9, 1993

KATHLEEN P. MOHR
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. AUG. 9, 1993

STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared David L. Hamilton,
of Natural Gas Processing Co.
known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 21 day of June, 1990.

MY COMMISSION EXPIRES: 8-24-93

Shirley B. Alexander
Notary Public in and for the
State of Texas

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug 24, 1993

EXHIBIT "A"

To the Assignment and Bill of Sale dated JUNE 21, 1990, but effective July 1, 1990 by and between MERIDIAN OIL PRODUCTION INC., as Assignor and NATURAL GAS PROCESSING COMPANY, as Assignee.

Well Name	Property No.	DP#	W.I.	N.R.I.
Mesa Unit #2	0710123	40166A	6.25%	4.865%

Lease #	Lease Date	Lessor	Lessee	Recording
WY 296300	8/15/51	USA W-08589	Jean Harmon	N/A

Insofar as and only to the extent that the above described lease(s) cover the following land: T32N, R109W, Section 17: SE4 NE4, NE4 SE4, Sublett County, Wyoming.

Lease #	Lease Date	Lessor	Lessee	Recording
WY 214300	6/1/52	USA W-015317	L. Manning	N/A

Insofar as and only to the extent that the above described lease(s) cover the following land: T32N, R109W, Section 9: S2 SW4, SW4 SE4, Sublett County, Wyoming.

ASSIGNMENT OF ROYALTIES

KNOW ALL MEN BY THESE PRESENTS, that Patrick J. Quealy, Jr., Assignor, 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, either expressed or implied, a royalty unto the following party in the amounts shown:

Quealy and Company, a Wyoming partnership
915 Pine Ave.
Kemmerer, WY 83101

Being in all total of an undivided one-half (½) of one percent (1%) 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 designated oil and gas leases with Western Oil Refining Company, a Wyoming corporation, and any extension or renewal thereof, to-wit:

Township 27N, Range 113W, 6th P.M.

Description	Lease
Sec. 8 - SE/4	E-07671 A
Sec. 9 - W/2SW4	Ev-07555
Sec. 9 - SW/4NW/4 E/2SW/4 SW/4SE/4	E-021978
Sec. 9 - NW/4SE/4	E-021978
Sec. 9 - N/2NW/4 SE/4NW/4	E-021978
Sec. 9 - W/2NE/4	E-0256494
Sec. 4 - S/2SW/4SE/4 SE/4SE/4SW/4	E-026191

DATED this 6th day of July, 1990.

229473

Patrick J. Quealy, Jr.

RECORDED July 13 1990 4:15 PM
IN BOOK 86 O & G PAGE 476
FEES $6.00 Mary L. Lankford DEPUTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

STATE OF WYOMING)
)ss.
COUNTY OF LINCOLN)

The foregoing instrument was acknowledged before me by Patrick J. Quealy, Jr. this 16th day of July, 1990.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

Kathleen S. Carolla
Notary Public
County of
Lincoln
State
Wyoming
My Commission Expires
July 17, 1

[redacted] [redacted] [redacted]

5/89 skk

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, OXY USA INC., a Delaware Corporation, does hereby release, relinquish and surrender all of its right, title and interest in and to the following described Oil and Gas Lease, situated in SUBLETTE County, State of WYOMING, identified by reference to the number assigned thereto by Lessee, the lease identified by reference to the number assigned thereto by Lessee, the lease date, the name of the Lessor, the book and page of the recording thereof, and the description of the land covered thereby to-wit:

LEASE NUMBER:	6-4906797/4906797
DATE:	August 2, 1978
LESSOR:	State of Wyoming (78-0584)
LESSEE:	D. R. Sedar
RECORDING DATA:	Book 56, Page 596
DESCRIPTION:	Section 16-28N-108W

Executed on this 12th day of June, 1989.

OXY USA INC.

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

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 12th day of June, 1989, by Ellis D. Orendorff, as Attorney-in-Fact, for OXY USA INC.

Witness my hand and official seal.

My Commission Expires:

February 11, 1991

_____
Sharon K. Kruse, Notary Public

SHARON K. KRUSE NOTARY PUBLIC IN AND FOR TULSA COUNTY, OKLAHOMA

229487

RECORDED July 17 19 90 8:30 A M
IN BOOK 86 O&G PAGE 478
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

479

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

W-101772
Lease Serial No.

November 1, 1986
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* Atlantic Richfield Company
   Street P. O. Box 1610
   City, State, ZIP Code Midland, TX 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	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T. 28 North, R. 110 West, 6th PM Section 11: E½, E½SW¼ 14: All 21: S½ 23: SW¼SE¼ 26: NE¼ Sublette County, Wyoming 1,560.00 acres, more or less.	100%	100%	-0-	5%	-0-

229488

RECORDED July 17 19 90 8:35 AM
IN BOOK 86 O:G PAGE 479
FEES $ /s/ Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mona Riley

REASSIGNMENT AND OVERRIDING ROYALTY RIDERS HERETO ATTACHED AND MADE A PART OF

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 add [redacted] additional assignee(s) on reverse of this form or on [redacted] 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.

[redacted]

[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 21st day of June, 19 90

Name of Assignor as shown on current lease Barlow & Haun, Inc.
Please type or print

Assignor
or
Attorney-in-fact James A. Barlow, Jr., President
(Signature)

139 West Second Street
(Assignor's Address)

Casper, WY 82601
(City) (State) (Zip Code)

Executed this 28th day of June, 19 90.

Assignee
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.

PAPERWORK REDUCTION ACT STATEMENT

481

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

STATE OF Wyoming)
) SS.
COUNTY OF Natrona)

I, M. J. Minihan, a Notary Public in and for said County and State, do hereby certify that James A. Barlow, Jr., to me personally known, and known to me to be the same person described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed and delivered the same as his free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 21st day of June, 1990.

NOTARY PUBLIC

My Commission Expires: July 22, 1990

M. J. Minihan
Notary Public in and for said County and State,
residing at Casper, Wyoming

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 28 day of June, 1990, by JAMES M. PERKINS, JR., as Attorney-in-Fact of ATLANTIC RICHFIELD COMPANY, a Delaware corporation, on behalf of said corporation.

Barbara Kirby

BARBARA KIRBY
MY COMMISSION EXPIRES
May 17, 1994

BARBARA KIRBY
[print name]
Notary Public State of Texas

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 90

Name of Assignor as shown on current lease Barlow & Haun, Inc.
Please type or print

Assignor
or
Attorney-in-fact James A. Barlow, Jr., President
(Signature)

139 West Second Street
(Assignor's Address)

Casper, WY 82601
(City) (State) (Zip Code)

Executed this 28th day of June, 19 90.

Assignee
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.

REASSIGNMENT RIDER

It is agreed that in the event the Assignee elects, prior to the expiration of the primary term or any extension of the primary term of this lease, to relinquish, release, or surrender the above described lease or any part thereof, it will give written notice to Assignor sixty (60) days prior to the due date of rental payment; and Assignee further agrees that it will assign to Assignor all of Assignee's interest in that portion of the lease to be surrendered, provided such assignment is requested by Assignor in writing within thrity (30) days after it has received such notice.

OVERRIDING ROYALTY RIDER

Calculation of Overriding Royalty Interest. The reserved overriding royalty interest determined as set forth above shall be calculated in the same manner as the royalty payable to the lessor under the original oil and gas lease from which the overriding royalty interest was derived. Said overriding royalty, provided for herein, shall extend to any extensions or renewals of said leases that may be taken or become owned by Assignee, or its successors, or assigns, within six months after the surrender, relinquishment, termination, or expiration of such leases. This shall be a covenant running with the land; provided that this provision shall not extend to any renewal or extension which is acquired at a date subsequent to ten years from the date of this agreement.

Audit of Overriding Royalty Payments. Assignor or its designated representatives shall have the right to review and audit Assignee's records and documents concerning the payments made to Assignor on the overriding royalty interests described herein at Assignee's offices where the requested audit information is located by giving two weeks notice of such audit. The audit will be conducted during business hours, and shall be limited to the previous two years from which date a request for audit was received by Assignee from Assignor.

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Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY
New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1982 OCT 18 A 8:30.0

PART I

1. Assignee's Name

NCA Minerals, Inc., a Nevada corporation

Address (include zip code)

P.O. Box TT Yerington, Nevada 89447

Bond in sum of $ 5.00
with Travelers
as surety filed

5p

The undersigned, as owner of 13.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T27N, R111W, 6th P.M.

Sec. 6: N½NE¼
7: SE¼

Sublette County, Wyoming
Containing 240 acres

Assignment approved as to lands described below

229489

RECORDED July 17 19 82 9:00 A M
IN BOOK 86 O&G PAGE 483
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	12%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 26 day of July , 1982.

by D M Mercier
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)
Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 1 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1982 By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 19 1984
(Date)

ORIGINAL

ORIGINAL CASE FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [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 12th day of September, 1982.

NCA Minerals, Inc by
Jack Santos Asst Secty
(Assignee's Signature)

Box 11
(Assignee's Address)

Yerington, Nevada 89447
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 3106). If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

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

NOTICE

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
JUN 11 1990
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.

485

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

*FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1982 OCT 18 A 9:30.0

PART I

1. Assignee's Name

Sovereign Investments Inc., a California corporation

Address (include zip code)
650 - 409 Granville Street
Vancouver, British Columbia V6C 1T2

Bond in sum of $ -25.00-
Rider
Not Required Filed

The undersigned, as owner of 16 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.

58

2. Describe the lands affected by this assignment	Assignment approved as to lands described below
T27N, R111W, 6th P.M. Sec. 6: N½NE¼ 7: SE¼ Sublette County, Wyoming Containing 240 acres	229490 RECORDED July 17 1990 9:00 AM IN BOOK 86 O&G PAGE 485 FEES 6.00 Mary L Lankford COUNTY CLERK SUBLETTE COUNTY CLERK SAME LAND DESCRIPTION AS ITEM 2 By: Joan Riley

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1%
4. Specify interest or percent of record title interest being retained by assignor, if any	15%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 26 day of July , 1982.

by D M Mercier
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED to be a true and comparative copy of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1982

By J. C. Scott
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

ORIGINAL
JUN 19 1984
(Date)

ORIGINAL CASE FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska
5. Assignee [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 5th day of August, 1982.

SOVEREIGN INVESTMENTS INC.

per: _____
(Assignee's Signature)

P.O. Box 10354, 1040 - 609 Granville Street
(Assignee's Address)

Vancouver, British Columbia, Canada V7Y 1G5
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 Interests of Other Parties* – If assignee *is not* the sole party in interest in the assignment, assignee *must* submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

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

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

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

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

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

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

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

1982 OCT 18 A 9:30

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

1. Assignee's Name

Vel Industries Inc., a Washington corporation

Address (include zip code)
339 Bayside Road
Bellingham, Washington 98225

Should be sent to [illegible]
with [illegible]
on survey block [illegible]

SJP

The undersigned, as owner of 17 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
T27N, R111W, 6th P.M. Sec. 6: N½NE¼ 7: SE¼ Sublette County, Wyoming Containing 240 acres	229491 RECORDED July 17 1990 9:00 AM IN BOOK 86 O&G PAGE 487 FEES 6.00 Mary L. Lankford COUNTY CLERK SUBLETTE COUNTY CLERK SAME LAND DESCRIPTION AS ITEM 2 By: mon Kelly

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1.0%
4. Specify interest or percent of record title interest being retained by assignor, if any	16.0%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 26 day of July, 1982.

by [signature]
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 19 1984
(Date)

ORIGINAL

ORIGINAL CASE FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee XX 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 12th day of October , 1982 .

VEL INDUSTRIES INC.

per: _____
(Assignee's Signature)

W.C. Trimble

339 Bayside Road
(Assignee's Address)

Bellingham, Washington 98225
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

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

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

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

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
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.

489

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1982 OCT 18 A 9:30.0

PART I

1. Assignee's Name
Gallahad Petroleum Inc., a Colorado corporation

Address (include zip code)
804-750 West Pender Street
Vancouver, British Columbia V6C 2T7

Bond in sum of $25,000.
with Surety
or surety filed.

The undersigned, as owner of 18.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

590

2. Describe the lands affected by this assignment

T27N, R111W, 6th P.M.

Sec. 6: N½NE¼
7: SE¼

Sublette County, Wyoming
Containing 240 acres

Assignment approved as to lands described below

229492

RECORDED July 17 19 90 9:00 AM
IN BOOK 86 O&G PAGE 489
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

SAME LAND DESCRIPTION AS ITEM 2 By: Mary Riley

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	17.0%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 26 day of July , 19 82.

by D M Mercier
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)
Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 0 1 1982 By [signature]
(Authorized Officer)
Chief, Oil & Gas Section
(Title) ORIGINAL (Date) JUN 19 1984

ORIGINAL CASE FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [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 6th day of August , 1982 .

GALLAHAD PETROLEUM LTD.

per: D.M. Mercier DIR.
(Assignee's Signature)

P.O. Box 10354, 1040 - 609 Granville Street
(Assignee's Address)

Vancouver, British Columbia, Canada V7Y 1G5
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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. *Segregated Interests in Other Parties* – If assignee is *not* the sole party in interest in the assignment, assignee must submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties *must* submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of the agreement, if written.

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

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

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
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.

491

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1982 OCT 18 A 9:30

PART I

1. Assignee's Name
Caribe Resources, Inc., a Texas corporation

Bond in sum of $ 25,000.00
with Principal
as surety filed.

Address (include zip code)
370 - 602 12th Avenue S.W.
Calgary, Alberta T2R 0H5

SJP

The undersigned, as owner of 22.5 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

T27N, R111W, 6th P.M.

Sec. 6: N½NE¼
7: SE¼

Sublette County, Wyoming
Containing 240 acres

Assignment approved as to lands described below

229493

RECORDED July 17 19 90 9:00 AM
IN BOOK 86 of G PAGE 491
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

By: Mary Riley

SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	4.0%
4. Specify interest or percent of record title interest being retained by assignor, if any	18.5%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	7.5%

7. If any payments out of production have previously been created out of this 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 26 day of July , 19 82.

by D M Mercier
(Assignor's Signature)

David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

JUN 19 1984
(Date)

ORIGINAL

ORIGINAL CASE FILE COPY

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [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 13 day of AUGUST, 1982.

(Assignee's Signature)

Ben Berg, President

CARIBE RESOURCES INC. a wholly subsidiary of
CARIBE PETROLEUMS INC.
370, 602 - 12th AVENUE S.W.
CALGARY, ALBERTA
T2R 0H6
(Assignee's Address)

(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

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

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

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

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
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.

493

Form 3106-5
(November 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W67808

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1982 OCT 18 A 9:30

PART I

1. Assignee's Name
Universal Fuels Company

Address (include zip code)
238 Denver Club Building
518 17th Street, Denver, Colorado 80202

Recd in error of $25.00
with 1 Lease
as purely filed.

The undersigned, as owner of 24 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
T27N, R111W, 6th P.M. Sec. 6: N½NE¼ 7: SE¼ Sublette County, Wyoming Containing 240 acres	229494 RECORDED July 12 1990 9:00 AM IN BOOK 86 O&G PAGE 493 FEES 6.00 Mary L. Lankford COUNTY CLERK SUBLETTE COUNTY CLERK By: mary kelly SAME LAND DESCRIPTION AS ITEM 2

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	1.5%
4. Specify interest or percent of record title interest being retained by assignor, if any	22.5%
5. Specify overriding royalty being reserved by assignor -	none
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 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 26 day of July, 19 82.

by D M Mercier
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)
Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1982 By: [signature]
(Authorized Officer)
ACTING Chief, Oil & Gas Section
(Title)
ORIGINAL
JUN 19 1984
(Date)

ORIGINAL CASE FILE COPY

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 C-23717.
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 29th day of July, 1982.

UNIVERSAL FUELS COMPANY

(Assignee's Signature)

Kevin Norris, Vice President

238 Denver Club Bldg., 518 17th St.
(Assignee's Address)

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

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment.

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

3. *Effective Date of Assignment* – Assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it *must* be furnished prior to approval of the assignment.

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

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

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

NOTICE

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
JUN 11 1980
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.

495

Form 3106-5
(February 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.

Lease effective date
June 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

1983 JUN 20 A 7:45

PART I

1. Assignee's Name

Backer Resources, Inc.

Address (include zip code)
650-409 Granville Street
Vancouver, British Columbia V6C 1T2

The undersigned, as owner of 82.8108 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
T27N,R111W,6th P.M. Sec. 6: N½NE¼ 7: SE¼ Sublette County, Wyoming containing 240.00 acres	SAME LAND DESCRIPTION AS ITEM 2

229495

RECORDED July 12 1983 9:00 AM
IN BOOK 86 oil G PAGE 495
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae Riley

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	24%
4. Specify interest or percent of record title interest being retained by assignor, if any	58.3108%
5. Specify overriding royalty being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	Nine and one half percent (9.5%) of 8/8ths — 9.5%

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

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

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

Executed this 21st day of December, 1981.

by: [signature]
(Assignor's Signature)
Gene W. Anderson, Vice President-Land

Energetics, Inc.
102 Inverness Terrace East
(Assignor's Address)

Attest:
Lou Switzer, Assistant Secretary

Englewood (City) Colorado (State) 80112 (Zip Code)

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

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

JUN 11 1990
Adelle A Kamalski
BUREAU OF LAND MANAGEMENT

22496

This assignment is hereby approved effective AUG 1 1982

By: Alonza W. Lane
(Authorized Officer)
Chief Oil & Gas Section
(Title)
NOV 17 1982
(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 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 AK-56300
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 15th day of January, 1982.

(Assignee's Signature)

David M. Mercier, President

Backer Resources Inc.
1040-609 Granville Street
(Assignee's Address)

Vancouver British Columbia V7Y 1G5
(City) (State) (Zip Code)

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

BEFORE ME, the undersigned authority, in and for said county and state, on this day personally appeared Gene W. Anderson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ENERGETICS, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of December, 1981.

My Commission Expires:

My Commission Expires Aug 14, 1985

Notary Public

(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 routinely provided 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
JUN 11 1990
BUREAU OF LAND MANAGEMENT

497

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 OCT 18 A 9:30

FORM APPROVED
OMB NO. 1004-0011

Lease Serial No.
W-51347

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

Effective date
August 1, 1975

PART I

1. Assignee's Name
Universal Fuels Company

Address (include zip code)
238 Denver Club Building
518 17th Street, Denver, Colorado 80202

The undersigned, as owner of 14.4 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T27N, R111W, 6th P.M.

Sec. 6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

229496

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

3. Specify interest or percent of operating rights being conveyed to assignee	0.9%
4. Specify interest or percent of operating rights being retained by assignor	13.5%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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 26 day of July, 1982.

RECORDED July 17 1990 9:15 AM
IN BOOK 86 OF G PAGE 497
FEES $ 6.00 Mary L. Lenk Fowl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

by D M Mercier
(Assignor's Signature)

David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

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

THE UNITED STATES OF AMERICA

Approved effective NOV 01 1982

By [signature]
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 15 1984
(Date)

ORIGINAL

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

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is __ Individual __ Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-23717 .
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 29th day of July , 1982 .

UNIVERSAL FUELS COMPANY

(Assignee's Signature)

Kevin Norris, Vice President

238 Denver Club Bldg., 518 17th Street
(Assignee's Address)

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

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of 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 comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

GPO 833-059

494

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 OCT 18 A 9:30 0

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-51347

Lease effective date
August 1, 1975

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

PART I

1. Assignee's Name

Caribe Resources, Inc., a Texas corporation

Address (include zip code)
370 - 602 12th Avenue S.W.
Calgary, Alberta T2R 0H5

The undersigned, as owner of 13.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T27N, R111W, 6th P.M.

Sec. 6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

5K

229497

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

RECORDED July 17 1982 9:45 AM
IN BOOK 86 O&G 499
FEES $6.00 Mary L. Lankford
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mm Riley

3. Specify interest or percent of operating rights being conveyed to assignee	2.4%
4. Specify interest or percent of operating rights being retained by assignor	11.1%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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 26 day of July, 1982.

by D M Mercier
(Assignor's Signature)

David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
Bureau of Land Management

THE UNITED STATES OF AMERICA

This assignment approved effective NOV 01 1982

By Judith C. Wyatt
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 15 1984
(Date)

ORIGINAL

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

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____.
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)
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 13 day of AUGUST, 1982.

(Assignee's Signature)

Caribe Resources Inc., 37-, 602 - 12 Ave S.W.
(Assignee's Address)

Ben Berg, President

Calgary, Alberta T2R 0H5
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 (not 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 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 comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

GPO 833 - 058

501

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 OCT 18 A 9:30.0

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-51347

Lease effective date
August 1, 1975

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

PART I

1. Assignee's Name
Gallahad Petroleum Inc., a Colorado corporation

Address (include zip code)
804-750 West Pender Street
Vancouver, British Columbia V6C 2T7

The undersigned, as owner of 11.1 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T27N, R111W, 6th P.M.

Sec. 6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

S½

229498

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whicever is greater.

RECORDED July 17 1982 9:15 A
IN BOOK 86 PAGE 501
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Pixley

3. Specify interest or percent of operating rights being conveyed to assignee	0.9%
4. Specify interest or percent of operating rights being retained by assignor	10.2%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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 26 day of July, 1982.

by D.M. Mercier
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1982

By [signature]
(Authorized Officer)
Chief, Oil & Gas Section
(Title) ORIGINAL

NOV 15 1984
(Date)

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

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 6th day of August, 19 82.

GALLAHAD PETROLEUM LTD.

per [signature] DIR.

(Assignee's Signature)

P.O. Box 10354, 1040 - 609 Granville Street

(Assignee's Address)

Vancouver, British Columbia, Canada V7Y 1G5

(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 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 comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

GPO 833 - 059

503

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 OCT 18 A 9:30

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-51347

Lease effective date
August 1, 1975

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

PART I

1. Assignee's Name
Vel Industries Inc., a Washington corporation

Address (include zip code)
339 Bayside Road
Bellingham, Washington 98225

The undersigned, as owner of 10.2 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T27N, R111W, 6th P.M.

Sec. 6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

229499

RECORDED July 17 1990 9:15 AM
IN BOOK 86 PAGE 503
FEES $ 6.00 Mary L. Lenhart COUNTY CLERK
SUBLEASE CRAWFORD COUNTY, PINEDALE, WYOMING
by: marie Riley

3. Specify interest or percent of operating rights being conveyed to assignee	0.6%
4. Specify interest or percent of operating rights being retained by assignor	9.6%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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 26 day of July , 1982.

by David M. Mercier
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)
Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1982

By (Authorized Officer)
Chief, Oil & Gas Section
(Title) ORIGINAL

NOV 15 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 3106

PART II

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

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

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

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

Executed this 12th day of October, 1982.

VEL INDUSTRIES INC.

per: _____
(Assignee's Signature)
W.C. Trimble

339 Bayside Road
(Assignee's Address)

Bellingham, Washington 98225
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, 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 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 comparative copy
of the official records on file
JUN 11 1998
BUREAU OF LAND MANAGEMENT

GPO 833 - 058

505

Form 3109-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease Serial No.
W-51347

Lease effective date
August 1, 1975

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

PART I

1. Assignee's Name

H.O.W. Resources Inc., a Colorado corporation

Address (include zip code)
4835 Lougheed Highway
Burnaby, British Columbia

The undersigned, as owner of 3 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T27N, R111W, 6th P.M.

Sec. 6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

229500

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

RECORDED July 12 1982 at 9 AM
IN BOOK 86 of G PAGE 505
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

3. Specify interest or percent of operating rights being conveyed to assignee	0.9%
4. Specify interest or percent of operating rights being retained by assignor	8.1%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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 26 day of July, 1982.

by [signature]
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

CERTIFIED to be a true and complete copy of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 01 1982

By [signature]
(Authorized Officer)
Chief, Oil & Gas Section
(Title)

NOV 15 1984
(Date)

ORIGINAL

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

PART II

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 4th day of AUGUST, 1982.

H.O.W. RESOURCES INC.

(Assignee's Signature)

4835 Lougheed Highway
(Assignee's Address)

Burnaby, British Columbia, Canada
(City) (State) (Zip Code)

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INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights (including working interests) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

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 comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

GPO 833-059

507

Form 3106–14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 OCT 18 A 9:30

FORM APPROVED
OMB NO. 1004–0034

Lease Serial No.
W-51347

Lease effective date
August 1, 1975

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

PART I

1. Assignee's Name
Sovereign Investments Inc., a California corporation

Address (include zip code)
650 - 409 Granville Street
Vancouver, British Columbia V6C 1T2

The undersigned, as owner of 9.6 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T27N, R111W, 6th P.M.

Sec. 6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

S½

229501

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

RECORDED July 17 1982 at 9:45 A.M.
IN BOOK 86 of G PAGE 507
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jane Tracy

3. Specify interest or percent of operating rights being conveyed to assignee	0.6%
4. Specify interest or percent of operating rights being retained by assignor	9.0%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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 26 day of July, 1982.

by D M Mercier
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

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

JUN 11 1990

BUREAU OF LAND MANAGEMENT

Assignment approved effective NOV 0 1 1982

By [signature]
(Authorized Officer)
Chief, Oil & Gas Section
(Title) ORIGINAL (Date)

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

PART II

ASSIGNEE'S 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 _____.
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 5 day of August, 1982.

SOVEREIGN INVESTMENTS INC.

per: D Mercier
(Assignee's Signature)

P.O. Box 10354, 1040 - 609 Granville Street
(Assignee's Address)

Vancouver, British Columbia, Canada V7Y 1G5
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 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 comparative copy
of the official records on file
JUN 1 1990
BUREAU OF LAND MANAGEMENT

GPO 833 - 059

509

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034

Lease serial No.
W-51347

Effective date
August 1, 1975

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

1982 OCT 18 A 9

PART I

1. Assignee's Name

NCA Minerals, Inc., a Nevada corporation

Address (*include zip code*)

P.O. Box TT Yerington, Nevada 89447

The undersigned, as owner of 8.1 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

T27N, R111W, 6th P.M.

Sec. 6: S½NE¼, SE¼
7: NE¼
8: NW¼, N½SW¼

5 fe

229502

This assignment is limited to operating rights from the surface to the Second Bench of the Second Frontier formation or to a depth of 10,650 feet, whichever is greater.

3. Specify interest or percent of operating rights being conveyed to assignee	0.9%
4. Specify interest or percent of operating rights being retained by assignor	7.2%
5. Specify overriding royalty interest being reserved by assignor	none
6. Specify overriding royalty previously reserved or conveyed, if any	6.7%

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

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 26 day of July , 1982.

RECORDED July 17 1982 9:15 A.M.
IN BOOK 86 OIG PAGE 509
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee Kelly

by _____
(Assignor's Signature)
David M. Mercier, President

Backer Resources, Inc.
1280 - 999 West Hastings Street
(Assignor's Address)

Vancouver, British Columbia V6C 2X2
(City) (State) (Zip Code)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

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

THE UNITED STATES OF AMERICA

Approved effective NOV 0 1 1982

By _____
(Authorized Officer)
Chief, Oil &
Gas Section
(Title)

NOV 15 1984
ORIGINAL
(Date)

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

PART II

ASSIGNEE'S 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 _____.
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 12th day of September, 1982.

NCA Minerals, Inc. by
J. W. Lanton Asst Sec'y
(Assignee's Signature)

Box TT
(Assignee's Address)

Yerington Nevada 89447
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 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 comparative copy
of the official records on file
JUN 11 1990
BUREAU OF LAND MANAGEMENT

GPO 833-059

511

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-038682-A

Lease Effective Date
(Anniversary Date)
09-01-56

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Enron Oil & Gas Company (Successor in
Interest thru merger with Belco Development Corp.)
P. O. Box 1188
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

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 26 NORTH, RANGE 113 WEST, 6TH P.M. Section 14: Lots 3 and 4 Containing 62.42 acres, more or less, in Sublette and Lincoln Counties, Wyoming	100%	100%	0%	0%	10%

229506

RECORDED July 17 19 90 10:15 A M
IN BOOK 86 O&G PAGE 511
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 0 1 1990

☐ Assignment approved for attached land description

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

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 1 4 1990
Date

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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.

[redacted] [redacted] ([redacted]3-000

PAPERWORK RE[redacted] CT STATEMENT

1 This information is be... ...llected 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.

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 18 day of May, 19 90 but effective July 29, 1983.

Name of Assignor as shown on current lease BELCO PETROLEUM CORPORATION
Please type or print

Assignor [signature]
or
Attorney-in-fact Robert J. Hermann, Vice President-Tax
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18 day of May, 19 90 but effective July 29, 1983.

Assignee ENRON OIL & GAS (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORP.)
(Signature)
or
Attorney-in-fact [signature]
(Signature)
Quincy T. Hinton, Jr.
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

513

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-048780
07-01-47

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188

*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 113 West, 6th P.M. Section 4: Lots 2, 3, SWNE Surface to 1500' above the top of the Frontier formation. Consisting of 120.10 acres, more or less, in Sublette County, Wyoming	100%	100%	0%	0%	1%

229507

RECORDED July 17 19 90 10:15A M
IN BOOK 86 O&G PAGE 513
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Nora 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 01 1990

By /S/ PAMELA J. LEWIS (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 14 1990 (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.

[redacted]

FOR ASSIGNEE

PAPERWORK RE[redacted]ACT STATEMENT

1 This information is being collected pursuant to the law.

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

3 Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

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

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

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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

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 18 day of MAY, 19 90
but effective July 29, 1983

Name of Transferor BELCO PETROLEUM CORPORATION
Please type or print

Transferor R. J. Hermann
or
Attorney-in-fact Robert J. Hermann, Vice President-Tax
(Signature)

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

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

Executed this 18 day of MAY, 19 90
but effective July 29, 1983

Transferee ENRON OIL & GAS COMPANY (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORPORATION)
or
Attorney-in-fact Quincy T. Hinton
(Signature)

Quincy T. Hinton, Jr.
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.

515

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.
USA W-48904

01-01-40

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188

*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
Tr. 1: Township 27 North, Range 113 West, 6th P.M. Section 5: Lot 1, SENE	100%	100%	0%	0%	9%
Tr. 2: Township 28 North, Range 113 West, 6th P.M. Section 32: Lot 6, NE, NESE	100%	100%	0%	0%	6%
Tr. 3: Township 28 North, Range 113 West, 6th P.M. Section 33: SWNW From surface to top of "L" Sand formation and below base of "L" Sand formation, Tract 3 only. Containing 367.47 acres more or less, in Sublette County, Wyoming	100%	100%	0%	0%	6%

229508

RECORDED July 17 19 90 10:20 A M
IN BOOK 86 O&G PAGE 515
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mon 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 0 1 1990

By /S/ PAMELA J. LEWIS (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

JUN 1 4 1990 (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.

[redacted] [redacted] [redacted]-000

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law

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

3. Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

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

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

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

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

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 18 day of May, 19 90
effective July 29, 1983

Name of Transferor BELCO PETROLEUM CORPORATION
Please type or print

Transferor or Attorney-in-fact Robert J. Hermann, Vice President-Tax
(Signature)

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

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

Executed this 18 day of MAY, 19 90
effective July 29, 1983

Transferee ENRON OIL & GAS COMPANY (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORPORATION)

Transferee or Attorney-in-fact Quincy T. Hinton, Jr.
(Signature)

Quincy T. Hinton, Jr.
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.

229532

When Recorded Return to:

Stuart E. Keay
Offices of Frank A. Schultz, Trustee
500 N. Akard, Suite 2160, LB-1
Lincoln Plaza
Dallas, Texas 75201-3318

RECORDED July 18 1990 8:40 AM
IN BOOK 86 Of 6 PAGE 517
FEES 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mae 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, Frank A. Schultz and Henrietta E. Schultz, 500 N. Akard, Suite 2160, LB-1 Lincoln Plaza, Dallas, Texas 75201-3318 (together hereinafter referred to as "Grantor") has granted, bargained, sold, conveyed, transferred and assigned, and by these presents does grant, bargain, sell, convey, transfer and assign unto Frank A. Schultz, Trustee, 500 N. Akard, Suite 2160, LB-1, Lincoln Plaza, Dallas, Texas 75201-3318 (hereinafter referred to as "Trustee") effective for all purposes as of 7:00 a.m. local time on January 1, 1990 (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 January 1, 1990, the following;

(a) All of Grantor's 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 (herein referred to as the "Leases"); (ii) oil, gas and mineral royalties, overriding royalties, production payments, net profits interests and other interests in or payments out of or pursuant to oil and gas production from the Leases or from the lands identified, described or referenced on Exhibit A (herein referred to as the "Royalties"), (iii) the oil and gas wells located on the Leases or on lands pooled or unitized therewith (herein referred to as the "Wells"); and (iv) 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 (herein referred to as the "Units").

(b) All of Grantor's right, title and interest in and to all 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 Leases, Royalties, Wells and Units, and all oil, gas, casinghead gas and related products produced from or allocated to the Leases, Royalties Wells and Units (and all proceeds of such production) subsequent to the Effective Time (as herein defined);

(c) All of Grantor's right, title and interest in and to all physical facilities 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 to the extent that the same are used in connection with the ownership or operation of the Leases, Royalties, Wells or Units;

(d) All of Grantor'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 Leases, Royalties, Wells or Units;

(e) All of Grantor'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 to the extent that the same are appurtenant to or used in connection with the Leases, Royalties, Wells or Units; and

(f) Copies of all of Grantor's lease files, land files, well files, geological and geophysical maps, profiles and interpretive data electric logs, abstracts, title opinions and other similar documents and records which relate to the Leases, Royalties, Wells or Units.

(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 Trustee, its successors, representatives and assigns forever.

1.3 This Assignment is made subject to any and all valid and subsisting covenants, conditions, restrictions, reservations, encumbrances and easements of record.

Section 2

2.1 Warranty. This Assignment is made without warranty of title, expressed or implied.

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. GRANTOR 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). TRUSTEE 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 Grantor to Trustee 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 and rights conveyed by such separate assignments are the same, and not in addition to, the interests and rights 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 Grantor and Trustee 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. Grantor and Trustee 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. Grantor shall execute, acknowledge and deliver to Trustee, 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 Trustee.

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the Effective Time.

Frank A. Schultz

Henrietta E. Schultz

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 2nd day of January, 1990, by Frank A. Schultz. Witness my hand and official seal.

(Colorado)

The foregoing instrument was acknowledged before me this 2nd day of January, 1990, by Frank A. Schultz.

(Michigan)

Personally appeared before me, a Notary Public of the State of Texas, the within named Frank A. Schultz, who acknowledged that he signed and delivered the foregoing instrument on the day and the year therein mentioned. Given under my hand this the 2nd day of January, 1990.

(Mississippi)

On this 2nd day of January, in the year 1990, before me personally appeared Frank A. Schultz, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

(Montana)

The foregoing instrument was acknowledged before me this 2nd day of January, 1990, by Frank A. Schultz.

(New Mexico)

On this 2nd day of January, 1990, before me personally appeared Frank A. Schultz, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(North Dakota)

Before me, the undersigned Notary Public, in and for said state, on this 2nd day of January, 1990, personally appeared Frank A. Schultz, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(Oklahoma)

This instrument was acknowledged before me on the 2nd day of January, 1990, by Frank A. Schultz.

(Texas)

The foregoing instrument was acknowledged before me by Frank A. Schultz, this 2nd day of January, 1990.

(Wyoming)

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

NOTARY PUBLIC STATE OF TEXAS
Beverly Abernethy
Notary Public. State of Texas
My Comm Expires 2/3/94

Beverly Abernethy
Notary Public in and for said State

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 2nd day of January, 1990, by Henrietta E. Schultz. Witness my hand and official seal.

(Colorado)

The foregoing instrument was acknowledged before me this 2nd day of January, 1990, by Henrietta E. Schultz.

(Michigan)

Personally appeared before me, a Notary Public of the State of Texas, the within named Henrietta E. Schultz, who acknowledged that she signed and delivered the foregoing instrument on the day and the year therein mentioned. Given under my hand this the 2nd day of January, 1990.

(Mississippi)

On this 2nd day of January, in the year 1990, before me personally appeared Henrietta E. Schultz, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

(Montana)

The foregoing instrument was acknowledged before me this 2nd day of January, 1990, by Henrietta E. Schultz.

(New Mexico)

On this 2nd day of January, 1990, before me personally appeared Henrietta E. Schultz, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same.

(North Dakota)

Before me, the undersigned Notary Public, in and for said state, on this 2nd day of January, 1990, personally appeared Henrietta E. Schultz, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(Oklahoma)

This instrument was acknowledged before me on the 2nd day of January, 1990, by Henrietta E. Schultz.

(Texas)

The foregoing instrument was acknowledged before me by Henrietta E. Schultz, this 2nd day of January, 1990.

(Wyoming)

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

Susan Canada

Notary Public in and for said State

NOTARY PUBLIC STATE OF TEXAS
SUSAN CANADA
COMMISSION EXPIRES
JULY 14, 1990

EXHIBIT A
TO ASSIGNMENT BY
FRANK A. SCHULTZ AND HENRIETTA E. SCHULTZ
TO FRANK A. SCHULTZ, TRUSTEE

Dated as of
January 1, 1990

Sublette County, Wyoming

Lease dated January 16, 1978 by and between The United States of America, as Lessor and Debbie Jones, as Lessee, bearing Serial # W-62118, and recorded at Book , Page of the records of Sublette County, Wyoming.

Township 31 North - Range 111 West, 6th P.M.
Section 19: Lots 1,2,3,4 E/2 W/2, E/2
Section 28: All
Section 29: All
Section 30: Lots 1,2,3,4 E/2 W/2 E/2

Sublette County, Wyoming

STATE OF WYOMING)
) 229555
COUNTY OF SUBLETTE)

RECORDED July 2 1990 1:21 PM
IN BOOK 86 O.G PAGE 525
FEES 22.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
B. Mae Riley

THIS INSTRUMENT OF CONVEYANCE dated as of the 29 day of March, 1990, being a Conveyance of a Net Profits Interest from MGF Oil Corporation, a Delaware corporation ("Assignor"), and Kaiser- Francis Oil Company, a Delaware corporation ("Assignee").

WITNESSETH:

CONVEYANCE OF NET PROFITS INTEREST

WHEREAS:

On January 5, 1990, Assignor and Assignee entered into an Asset Purchase and Sale Agreement (the "Sale Agreement"), which provided, among other things, that Assignor would execute and deliver to Assignee this Conveyance of Net Profits Interest.

NOW, THEREFORE, Assignor and Assignee agree as follows:

ARTICLE I

CONVEYANCE OF NET PROFITS INTEREST

SECTION 1.1. Conveyance. Assignor for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does, effective as of 7:00 A.M., local time, on July 1, 1989, (the "Effective Time"), grant, bargain, sell, convey, assign, transfer, set over and deliver as a Net Profits Interest (the "Net Profits Interest") an undivided seventy-five percent (75%) of Net Profits which shall accrue or be attributable to all of the Assignor's right, title and interest in, to and under, or derived from all of the oil, gas and other mineral properties, rights, and undivided interests in the lands and leases described in Exhibit "A" attached hereto, and any other interests in such lands and leases, including, without limitation, all leasehold, fee, mineral, concessions, royalty and overriding royalty interests, interests in gas processing plants, gasoline plants, and gathering systems; together with any interests in and to all contracts, properties 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 "Properties").

TO HAVE AND TO HOLD the properties, rights, titles, interests, estates, powers, privileges and appurtenances hereby granted, bargained, sold, conveyed, assigned, transferred, set over and delivered as aforesaid unto the Assignee, its successors and assigns, forever.

SECTION 1.2. Definitions.

(a) Gross Revenues. All gross revenues from or attributable to the interest of the Assignor in the Properties, including, without limitation, all revenues in respect of (i) the sale of production, (ii) the sale of equipment or other items, (iii) contractual payments or settlements (including, without limitation, "take or pay", contract termination, or similar settlements), after deducting the reasonable expenses of obtaining such payments or settlements (iv) insurance proceeds, or (v) any other revenues received by Assignee as a result of its interest in the Properties. Gross Revenues shall be reduced by any amounts previously included in Gross Revenues but which Assignor shall thereafter be legally required to refund to another party.

KAISER-FRANCIS OIL CO.
ATTN: [redacted]E KENNEY
P. [redacted]X 21468

(b) Capital Expenses. All costs and expenses incurred in respect of the Properties in the production and delivery of oil and gas to purchasers by the drilling, reworking, deepening, completing, recompleting, equipping or plugging back of a well, except usual and customary lease operating expenses.

(c) Net Profits. Gross Revenues less applicable royalties, overriding royalties and other burdens, less applicable windfall profit, severance, ad valorem and other production taxes, less all usual and customary lease operating expenses, less Agreed Capital Expenses. Net Profits shall be determined on a cumulative basis for all the Properties in the aggregate and deficiencies shall be carried forward from month to month. No overhead charges of Assignor shall be included in the determination of Net Profits. Gross Revenues and all deductions therefrom in calculating Net Profits shall be determined based on revenues and deductions attributable to production during periods from and after the Effective Time.

(d) Agreed Capital Expenses.

(i) Capital Expenses in connection with any single project not exceeding $10,000 (determined on the basis of the authorization for expenditures for the completion of the project) attributable to the 75% proportionate interest of the Assignee in the Properties.

(ii) Capital Expenses in connection with any project on a single bore hole in excess of $10,000 (determined on the basis of the authorization for expenditures for the completion of the project) attributable to the 75% proportionate interest of Assignee in the Properties and which Capital Expenses are approved by Assignee. Assignee shall be deemed to have approved any proposed project unless Assignee shall disapprove of the proposed project in a writing which is received by Assignor within thirty (30) days after receipt by Assignee of written notice by Assignor to Assignee of the proposed project.

SECTION 1.3. Term of Net Profits Interest. The Net Profits Interest shall continue and remain in full force and effect so long as any of the Properties shall continue in existence, subject to the application of Section 4.1 below.

SECTION 1.4. Title. Assignor warrants to Assignee that Assignor has good and marketable title to the interests in the Properties as described in Exhibit A and will warrant and defend Assignee's title to the Net Profits Interest in the Properties described in Exhibit A against all persons, except to the extent of (i) any Permitted Encumbrances as defined in the Sale Agreement, and (ii) any Title Defect (as defined in the Sale Agreement) with respect to which the Purchase Price has been adjusted as provided in the Sale Agreement.

ARTICLE II

PROTECTION TO PURCHASERS OF PRODUCTION

SECTION 2.1. In the absence of any written notice to the contrary from the Assignee, any pipeline company or other person purchasing or taking or processing any production is authorized and directed to remit directly to the Assignor the proceeds of the sale or other disposition of the applicable Gross Proceeds and shall have no liability to the Assignee for any such proceeds so remitted. No pipeline company or other person purchasing or taking or processing any production shall be required to take notice of,

or keep informed as to, the termination or change of the Net Profits Interest until the actual receipt by such company or person of written notice advising such company or person of such termination or change.

ARTICLE III

OPERATIONS AND REMEDIES

SECTION 3.1. Operations of the Properties. Assignor, so long as the Net Profits Interest shall remain in effect, shall cause:

(a) the Properties to be operated in accordance with (i) generally approved practices of prudent operators in the industry, (ii) applicable operating agreements and (iii) applicable Federal, State and local laws, rules and regulations (except those which are contested in good faith and as to which adequate reserves are withheld by Assignor);

(b) all liabilities of any kind or nature incurred with respect to or related to the Properties, including, without limitation, all liabilities for production expenses and items of expense included in the computation of Net Profits, to be paid punctually when due, or, as to any thereof which are being contested in good faith and as to which adequate reserves are withheld by Assignor, promptly after the final determination of such contests;

(c) all machines, equipment and facilities of any kind now or hereafter located on the Properties and necessary or useful in the operation thereof for the production of hydrocarbons therefrom, to be provided and to be kept in good and effective operating condition, and all repairs, renewals, replacements, additions and improvements to be made thereto;

(d) written notice to be given to the Assignee of every material adverse claim or demand or material legal process made by any person affecting the Properties in any manner whatsoever and will defend against adverse claims, demands and legal process;

(e) the Net Profits due to Assignee hereunder to be paid to Assignee on a monthly basis;

(f) the books and records of Assignor regarding the Net Profits Interest to be available for inspection by Assignee (at the expense of Assignee) during normal business hours of Assignor;

(g) monthly reports to be prepared which indicate the gross production and expenses attributable to the Net Profits Interest;

(h) notice of all Capital Expenses on the Properties which are not Agreed Capital Expenses to be given to Assignee for the Assignee's approval of such Capital Expenses;

(i) the Properties to remain free and clear of all liens and encumbrances other than Permitted Encumbrances as defined in the Sale Agreement;

(j) all hydrocarbons to be marketed in a diligent manner giving due consideration to market conditions existing in the vicinity of the Properties.

Provided, however, that the Assignor shall have the right to abandon or to sell, subject to Article IV hereof, any Property (or any portion thereof) when the well located thereon (or such portion thereof) is not capable of producing hydrocarbons in paying

quantities and when the Assignor has reasonably determined that no well or no additional well may be completed thereon which would be capable of producing hydrocarbons in paying quantities.

SECTION 3.2. Remedies of the Assignee. Should the Assignor fail to perform or observe any of the covenants or conditions provided in this Instrument of Conveyance to be performed or observed by the Assignor and such failure remains unremedied for more than thirty (30) days (ten (10) days for a failure to make any payment required under this Net Profits Interest) after written demand is made of the Assignor by the Assignee for performance, or should the Assignor become insolvent or make an assignment for the benefit of creditors, or go into receivership, dissolution or bankruptcy (excluding that certain Chapter 11 bankruptcy proceeding previously filed on behalf of Seller in the United States Bankruptcy Court for the Western District of Texas, Midland-Odessa Division, Case No. 7-84-02160-E-11), or an order for relief is entered by a court with competent jurisdiction, or become involved in any other proceedings for relief of debtors or for the appointment of a receiver, trustee, or liquidator of itself or of any of the Properties, then so long as any such event shall have occurred or be continuing, the Assignee in addition to all other remedies available to Assignee at law or in equity:

(a) shall thereupon and thereafter have the continuing right, privilege and option (but shall be under no duty) to effect performance or observance, on behalf and at the expense of the Assignor, of such covenant, agreement or undertaking, which has not been performed or observed by the Assignee, in which event the Assignee may advance funds and incur and pay bills for expenses for such purpose and shall be reimbursed out of Assignor's interests in any Gross Proceeds; and

(b) shall have the continuing right, privilege and option (but shall be under no duty) to pay any of the costs, expenses, taxes (which taxes are not being contested in good faith by the Assignor) or other amounts which the Assignor has agreed to pay under this Conveyance which have become delinquent, and to be reimbursed out of Assignor's interests in any Gross Proceeds, and any purchaser of production is authorized and directed to make payment to the Assignee out of the Gross Proceeds attributable to the Assignor's interest for the amount which the Assignee shall certify to such purchaser that it has paid and which the Assignor is obligated to pay hereunder;

(c) shall be entitled to apply to a court of equity for the specific performance or observance of such covenant or condition or in aid of the execution of such covenant or condition or in aid of the execution of any power herein granted and for the appointment of a receiver of the Properties; and

(d) shall be entitled to direct that all payments due the Assignee hereunder be paid directly to the Assignee.

All rights to which the Assignee shall have become entitled under this Section 3.2 shall terminate on such date when all defaults of the Assignor shall have been remedied and all such amounts shall have been duly paid in full, without prejudice, however, to the exercise of any rights herein conferred upon the Assignee upon any subsequent failure of the Assignor to perform or observe any of the covenants or conditions herein provided to be performed or observed by the Assignor.

SECTION 3.3. Reimbursement. In the event Assignee shall at any time receive production proceeds directly from a purchaser of production, then Assignee shall reimburse to Assignor the amount of any excess above the sums to which Assignee is entitled under the Net Profits Interest.

ARTICLE IV

ASSIGNABILITY

SECTION 4.1. Sale of Properties.

(a) Assignor shall not sell or transfer any of the Assignor's interest in the Properties unless the Assignor includes the Assignee's corresponding interest in the Properties in the proposed sale or transfer and Assignee shall have waived its preferential right set forth in Section 4.2 below.

(b) If Assignor is able to include the Assignee's corresponding interest in the Properties in a sale, the Assignee shall be entitled to elect to have the Assignee's proportionate part of the Properties included in the sale.

If the Assignee does not elect to sell its respective interest, Assignor shall be allowed to sell Assignor's interest in the Properties, subject to the Assignee's interest in the Properties (and subject to Assignee's preferential right to purchase set forth in Section 4.2 below). If Assignee elects to sell its respective interest in the Properties, then Assignor shall be allowed to sell the respective Properties and Assignee shall receive an amount equal to 75% of the proceeds of sale less 75% of the cost of sale less 75% of any agreed deductions which are customary in the oil and gas industry, less 75% of any agreed and customary third party commission; provided, that all such deductions from the sale proceeds shall be subject to approval of Assignee.

SECTION 4.2. Right of Refusal. In the event Assignor shall desire to sell or convey any interest (a "Proposed Transfer") in the Properties, then Assignor shall give Assignee written notice (the "Notice") of all the terms and conditions of the Proposed Transfer at least thirty (30) days prior to the date of the Proposed Transfer. Assignee shall then have the election, to be exercised in writing within twenty (20) days after receipt of the Notice, to purchase the interest in the Properties on the terms and conditions set forth in the Notice. If Assignee shall not exercise its election to purchase within such period, Assignor may then effect the Proposed Transfer on the terms provided in the Notice; provided, that if the Proposed Transfer is not consummated within ninety (90) days of the date the Notice was received by Assignee, then any such proposed sale or conveyance shall again be subject to the right of refusal provisions of this Section 4.2.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. Notices. Any notice, request, demand, report or other instruments which may be required or permitted to be given to or furnished to or served upon any party hereto or other person succeeding to any interest of a party hereto shall be deemed sufficiently given or furnished or served if in writing and delivered to such party or person or to an officer of such party or person or deposited in the United States mail in a sealed envelope, registered, or certified, return receipt requested, with postage prepaid, addressed to such party or person at its or his address stated in this Conveyance, or at such other address as the party or person to be addressed shall have designated by written notice to the party or person giving such notice of furnishing such report or making such request or demand. Notices shall be mailed as follows:

(a) To Assignee:

Kaiser-Francis Oil Company
Attn: George B. Kaiser
6733 South Yale
Tulsa, OK 74135

(b) To Assignor:

MGF Oil Corporation
Attn: Michael L. Pollard
600 W. Illinois, Suite 103
Midland, TX 79701

SECTION 5.2. Further Assurances. So long as authorized by applicable law, the Assignor and the Assignee will execute, acknowledge and deliver all such other and additional instruments, notices, releases and other documents, and will do all such other acts and things, as may be necessary to more fully assure to each other party or its successors or assigns all of the respective rights and interests herein and hereby granted.

SECTION 5.3. Pooling. Anything herein to the contrary notwithstanding, the Assignee hereby authorizes the Assignor from time to time to pool or combine, or to consent to any forced pooling or combination or other conservation order, as to the Properties, or any portion thereof, or any of the leasehold, mineral or other interests included in the Properties (or any portion thereof), with adjacent leasehold, minerals or other interests, whether or not included in the Properties, to form units when, in the judgment of the Assignor, it is necessary or advisable to do so in order to facilitate the orderly development of the Properties.

SECTION 5.4. Successors and Assigns. All the covenants and agreements of the Assignee and the Assignor herein contained shall be deemed to be covenants running with the land. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the Assignor and the Assignee.

SECTION 5.5. Applicable Law. This Conveyance shall be construed in accordance with, and the rights and duties of the parties hereto shall be governed by, the internal laws of the State of Oklahoma.

SECTION 5.6. Severability. If any provision of this Conveyance shall contravene or be held invalid under the applicable laws of any jurisdiction, this Conveyance shall be construed as if not containing any such provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

SECTION 5.7. Counterparts. The parties acknowledge that this Conveyance has been executed in several counterparts containing a complete Exhibit "A" covering all the Properties, and that additional counterparts have been executed for recordation purposes containing in the Exhibit "A" thereto only those Properties located in each separate respective county, parish, or other governmental subdivision in which the Conveyance is to be recorded.

IN WITNESS WHEREOF, the parties hereto have caused this Conveyance to be duly executed on the date in the acknowledgments annexed hereto.

ATTEST:

By _____
Betty Clark
Assistant Secretary

(SEAL)

MGF OIL CORPORATION

By _____
Michael L. Pollard
President

WITNESS:

_____
Name:

_____
Name:

ATTEST:

By _____
Bruce A. Kenney
Assistant Secretary

(SEAL)

KAISER-FRANCIS OIL COMPANY

By _____
James A. Willis
Executive Vice President

WITNESS:

_____
Name:

_____
Name:

ACKNOWLEDGEMENTS

ARKANSAS, COLORADO, KANSAS, MICHIGAN, MONTANA,
NEBRASKA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, TEXAS & WYOMING

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 29th day of March, 1990, by Michael L. Pollard, as President of MGF Oil Corporation, a Delaware corporation, on behalf of the corporation.

Notary Public
Print Name: VERNITA L JOHNSON

My commission expires:

(SEAL)

VERNITA L. JOHNSON
Notary Public, State of Texas
My Comm. Expires 2-25-93

Oklahoma
STATE OF ~~TEXAS~~)
Tulsa) ss.
COUNTY OF ~~DALLAS~~)

The foregoing instrument was acknowledged before me this 29th day of March, 1990, by James A. Willis, as Executive Vice President of Kaiser-Francis Oil Company, a Delaware corporation, on behalf of the corporation.

Notary Public
Print Name: ZELINDA G. HYDE

My commission expires:

(SEAL)

ZELINDA G. HYDE
NOTARY PUBLIC
STATE OF OKLAHOMA

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Exhibit "A"

[redacted]TE: WYOMING

[redacted]TY: SUBLETTE

ROPERTY*: Long Island Unit

EASE #	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK/PAGE	DESCRIPTION
BLM 039908					Assignor's interest in oil, gas and other minerals in, under and produced from Sections 23, 24, 25, 26, T-29-N, R-112-W.

534

00698

* The reference to Property is for identification purposes only and is not to be interpreted as limiting or restricting the interest assigned or the lands or depths covered.

LEASE NO. WY-5364

Please re...
Mobil Exploration & Producing U.S. Inc.
Attn: Property Administration
P.O. Box 650232
Dallas, TX 75265-0232

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That MOBIL OIL CORPORATION, authorized to transact business in the State of Wyoming, does hereby release, remise, and relinquish unto the owners entitled thereto, their heirs, administrators, successors and assigns all of its right, title and interest in and to that certain Oil and Gas Lease dated the 1st day of January, 1980, executed by United States of America (W-69885), as Lessor, to Willard B. Brown, as Lessee, said lease being recorded in Book 58, Page 608, Official Records of Sublette County, Wyoming, and covering the following described land situated in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 115 West
Sec. 6: Lots 10 & 11 & SE/4
Sec. 17: All
Sec. 21: All
Sec. 27: NW/4, SE/4, N/2 SW/4 & SE/4 SW/4

IN WITNESS WHEREOF, MOBIL OIL CORPORATION, has caused these presents to be duly executed on this the 3rd day of July, 1990.

229580

RECORDED July 23 1990 2:45 PM
IN BOOK 86 O&G PAGE 535
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Joan Riley

MOBIL OIL CORPORATION

BY: E.C. Hixson
Attorney-in-Fact

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On July 3, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E.C. HIXSON, known to me to be the person whose name is subscribed to the within instrument as an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his own name as attorney in fact.

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

LINDA K MYER
Notary Public
STATE OF TEXAS
My Comm. Exp. Jan. 4, 1993

Linda K. Myer
Notary Public in and for said County & State

My commission expires _____.

THIS INSTRUMENT WAS PREPARED BY MOBIL EXPLORATION & PRODUCING U.S. INC., P.O. BOX 650232, DALLAS, TX 75265-0232.

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-059585

Lease Effective Date
(Anniversary Date)
07-01-47

New Serial No.

DC-324

JUN 21 1990

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company (Successor in
   Street Interest thru merger with Belco Development Corp.)
   City, State, ZIP Code P. O. Box 1188
   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

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 27 NORTH, RANGE 112 WEST, 6TH P.M. Section 9: Lots 2, 3 Section 20: Lots 3, 4 Containing 42.04 acres, more or less, in Sublette County, Wyoming 229592	100%	100%	0%	0%	3%

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.

RECORDED July 24 19 90 9:a A M
IN BOOK 86 O & G PAGE 536
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mare Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 1 1990

☐ Assignment approved for attached land description

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

By _____ (Authorized Officer)

TERRITORY LAND LAW EXAMINER (Title) JUN 8 1990 (Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease, e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

0050299-000

536

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.

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 18 day of May, 19 90
but effective July 29, 1983.

Name of Assignor as shown on current lease BELCO PETROLEUM CORPORATION

Assignor [signature] Please type or print
or Robert J. Hermann, Vice President-Tax
Attorney-in-fact _____
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18 day of May, 19 90
but effective July 29, 1983.

Assignee ENRON OIL & GAS (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORP.)
or
Attorney-in-fact [signature] (Signature)
Quincy T. Hinton, Jr.
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.

[redacted] [redacted] [redacted]

Form 3000-14
(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-048781

06-01-56

12-6-39

JUN 21 1990

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

Enron Oil & Gas Company (Successor in Interest thru merger with Belco Development Corp.)
P. O. Box 1188
Houston, TX 77251

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

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

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

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

Land Description	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	b	c	d	e	f
a					
TOWNSHIP 27 NORTH, RANGE 113 WEST, 6TH P.M.					
Section 35: E2					
Zone 1 - surface to top of Hilliard Formation	50%	50%	0%	0%	.875%
Zone 2 - top of Hilliard to top of Nugget formation	100%	100%	0%	0%	17.125%

Containing 320.00 acres, more or less, in Sublette County, Wyoming

229593

RECORDED July 24 19 90 9:00 AM
IN BOOK 86 O & G PAGE 538
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By: mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective JUN 1 1990

By _____ (Authorized Officer)

[illegible] LEASING LAND LAW EXAMINER (Title)

JUL 3 199[illegible] (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 the month 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.

0050311-000

538

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 (sublcases) for oil and gas geothermal resources leases.

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

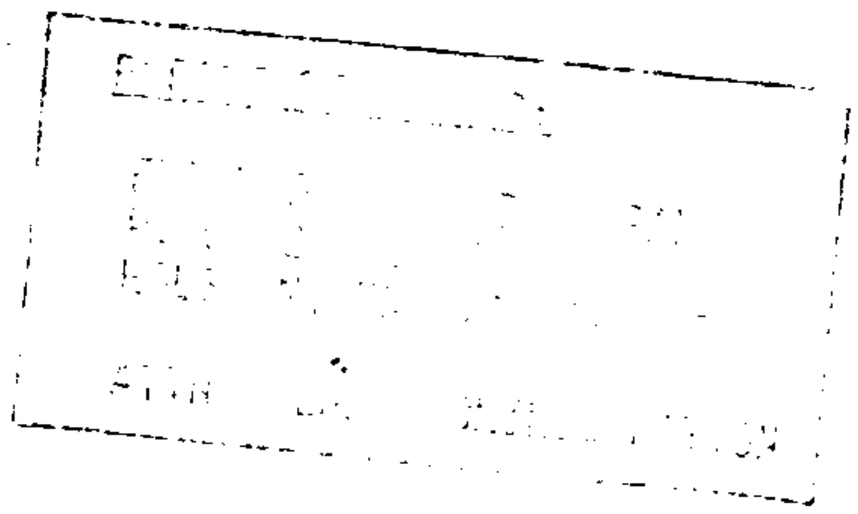
(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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



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 18 day of May, 1990
but effective July 29, 1983.

Name of Transferor BELCO PETROLEUM CORPORATION
(Please type or print)

Transferor
or
Attorney-in-fact Robert J. Hermann, Vice President - Tax
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18 day of May, 1990
but effective July 29, 1983.

ENRON OIL & GAS CO. (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORPORATION)

Transferee
or
Attorney-in-fact Quincy T. Hinton
(Signature)

Quincy T. Hinton, Jr.
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.

Form 3000-14
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-020123-A

04-01-58

D 6310
SM
JUN 21 1990

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

Enron Oil & Gas Company (Successor in Interest thru merger with Belco Development Corp.)
P. O. Box 1188
Houston, TX 77251

*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. 229594	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 112 WEST, 6TH P.M.					
Tract 1 - Section 4: SWSW Section 5: SESE Section 8: E2SE Section 9: SWSW Section 17: SE, SWNE Section 20: W2NE					
Zone 1: surface to base of Mesaverde formation	80%	80%	0%	0%	3%
Zone 2: below base of Mesaverde formation	100%	100%	0%	0%	3%
Tract 2 - Section 5: Lot 4, S2NW, SW, W2SE Section 8: W2NE, W2SE	100%	100%	0%	0%	3%

RECORDED July 24 1990 9:00 AM
IN BOOK 86 O&G PAGE 540
FEES $6.00 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 JUN 1 1990

/s/ PAMELA J. LEWIS
By _____ _____ JUN 8 1990
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

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

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

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

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

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

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

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

0050274-000

540

PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law

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

3 Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

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

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

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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

(additional land description)

Containing 999.78 acres, more or less,
in Sublette County, Wyoming

This assignment shall supersede and replace the assignment dated November 15, 1983, and approved effective February 1, 1984, by and between Belco Development Corporation as Assignee and Belco Petroleum Corporation as Assignor.

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 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.

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

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

ecuted this 18 day of May, 19 90

ame of Transferor BELCO PETROLEUM CORPORATION
(Please type or print)

ansferor
or
ney-in-fact Robert J. Hermann,
Vice President - Tax
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18 day of May, 19 90

Transferee ENRON OIL & GAS CO. (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORPORATION)
or
Attorney-in-fact Quincy T. Hinton, Jr.
(Signature)

Quincy T. Hinton, Jr.
Attorney-in-Fact

8 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 ents or representations as to any matter within its jurisdiction

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-047412

Lease Effective Date
(Anniversary Date)
09-01-58

New Serial No.

D-6-521

JUN 21 1990

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enron Oil & Gas Company (Successor in
   Street Interest thru merger with Belco Development Corp.)
   City, State, ZIP Code P. O. Box 1188
   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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 112 WEST, 6TH P.M. Section 9: Lot 1 Containing 23.37 acres, more or less, in Sublette County, Wyoming	100%	100%	0%	0%	2.5%

229595

RECORDED July 24 19 90 9:00 A M
IN BOOK 86 O & G PAGE 542
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 1 1990

By [illegible] LEWIS
(Authorized Officer)

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER JUN 8 1990
(Title) FOR ASSIGNEE (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease, e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of 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.

0050290-000

542

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

543

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.

Data from 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

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.

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 18th day of May, 19 90 effective July 29, 1983.

Name of Assignor as shown on current lease BELCO PETROLEUM CORPORATION

Assignor [signature]
Please type or print
Robert J. Hermann, Vice President-Tax

Attorney-in-fact _____
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18th day of May, 19 90 but effective July 29, 1983.

Assignee ENRON OIL & GAS (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORP.)

or

Attorney-in-fact [signature]
(Signature)
Quincy T. Hinton, Jr.
Attorney-in-Fact

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.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE Evanston 07555

KNOW ALL MEN BY THESE PRESENTS, That Carl E. Pfaff
LaBarge Wyoming
Assignor, 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, either expressed or implied an overriding royalty unto the following party in the amounts shown:

Pfaff & Co., a Wyoming partnership
P.O. Box 88
LaBarge, WY 83123

229618

RECORDED July 25 1990 10:30 AM
IN BOOK 86 of 6 PAGE 544
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mau Riley

Being in all total of an undivided 2/9 of 2½% overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

T. 27 N. R. 113 W. 6th P.M.
Section 9: W½SW¼

Containing 80 acres, more or less.

WITNESS my hand this 18 day of July, 1990.

Pfaff & Co., a Wyoming partnership

WITNESS:

(X) _____
Partner

STATE OF Wyoming)
: ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Carl E. Pfaff, _____, this 18 day of July, 19 90.

Witness my hand and official seal.

Mary Jean Julian
Notary Public

Mary Jean Julian Notary Public
County of Lincoln State of Wyoming
My Commission Expires Oct 1 1992

My Commission Expires:
Oct. 1, 1992

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY

UNDER UNITED STATES OIL AND GAS LEASE 07555

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

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

N/A Native born, _____ Naturalized.

2 Assignee is a corporation or other legal entity, (kind) partnership

3 Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4 Assignee is the sole party in interest in this assignment.

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

6 Amount remitted: $25.00 Filing Fee: $25.00

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

Executed this 18 day of July, 19 90.

ASSIGNEES

Pfaff & Co., a Wyoming Partnership

X Carol C. Pfaff

Partner

Address:

P.O. Box 8, LaBarge, WY 83123

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE Evanston 021978

KNOW ALL MEN BY THESE PRESENTS, That Carl E. Pfaff
LaBarge Wyoming
Assignor, 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, either expressed or implied an overriding royalty unto the following party in the amounts shown:

Pfaff & Co., a Wyoming partnership
P.O. Box 88
LaBarge, WY 83123

229619

RECORDED July 25 1990 10:30 AM
IN BOOK 86 O & G PAGE 546
FEES 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

Being in all total of an undivided 2/9 of 2½% overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

T. 27 N. R. 113 W. 6th P.M.
Section 4: SW¼SW¼
Section 9: NW¼, E½ SW¼, W½SE¼

Containing 360 acres, more or less.

WITNESS my hand this 15 day of July, 1990.

WITNESS:

Pfaff & Co., a Wyoming partnership

(X) Carl E. Pfaff
Partner

STATE OF Wyoming)
: ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me by Carl E. Pfaff, this 18 day of July, 19 90.

Witness my hand and official seal.

Mae Jean Julian
Notary Public

Mae Jean Julian — Notary Public
County of Lincoln — State of Wyoming
My Commission Expires Oct 1 1992

My Commission Expires:

Oct 1, 1992

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY

UNDER UNITED STATES OIL AND GAS LEASE 021978

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

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

N/A Native born, _____ Naturalized.

2 Assignee is a corporation or other legal entity, (kind) partnership

3 Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

4 Assignee is the sole party in interest in this assignment.

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

6 Amount remitted: $25.00 Filing Fee: $25.00

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

Executed this 18 day of July, 19 90.

ASSIGNEES

Pfaff & Co., a Wyoming partnership

X _____

Partner

Address:

P.O. Box 8, LaBarge, WY 83123

Documentary Stamp:

Return to: D.S.C.M., Inc.
P.O. Box 4335
Tulsa, OK 74159

ASSIGNMENT OF OIL AND GAS INTERESTS

For and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Directory & Derek Limited, Inc., hereinafter referred to as Assignor, grants, bargains, conveys, sells, and assigns to D.S.C.M., Inc., P.O. Box 4335, Tulsa, OK 74159, hereinafter referred to as Assignees, ALL of Assignor's right, title and interest to the oil and gas leases, overriding royalties, royalties, oil payments, mineral interests, pooling or unitization interest, farmouts, farmins, and other rights to oil, gas and other minerals which are described as follows:

Lots 5 to 16, inclusive, Sec. 7 T28N R113W; all of Sec. 1 T28N R114W; SE/4 of Section 32 T29N R113W; of the 6th Principal Meridan, containing 1,159.20 ac.
Sublette County, Wyoming

TOGETHER WITH all rights, easements, and licenses incident thereto, or appurtenant thereto, or used or obtained in connection therewith (all of the foregoing hereinafter called the "Oil and Gas Interests").

Assignor does hereby warrant said title to Assignees, their heirs, successors, and assigns forever.

Dated this 1 day of July, 1990.

DIRECTORY & DEREK LIMITED, INC.

Atts: Dan Mordhorst

By: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

On this 1 day of July, 1990, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeard Dan Mordhorst to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commisssion Expires: 1-2-93

Notary Public

229620

RECORDED July 25 19 90 10:45 AM
IN BOOK 86 O&G PAGE 548
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: _____

549

Form 3100-11
(April 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-107049

OFFER TO LEASE AND LEASE FOR OIL AND GAS

FILED OCT 26

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 George E. Conley

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

Amount remitted Filing fee $ _____ Rental fee $ _____ Total acres applied for _____

Total $ _____

DO NOT WRITE BELOW THIS LINE

Land included in lease:

T	R	Meridian	State	County
28 N.,	R. 110 W.,			
sec. 32,	Sw¼Nw¼,			
" 33,	W½.			

229649

RECORDED July 27 1990 11:20 A M
IN BOOK 86 Of G PAGE 549
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Total acres in lease _____

Rental retained $ _____

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the nonexclusive right to conduct oil and gas geophysical exploration, and 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

ANDREW L. TARSHIS
(Signing Officer)

(Title)

DEC 9 1987
(Date)

EFFECTIVE DATE OF LEASE JAN 1 1988

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

FOR LESSEE

Form 3100-11
(April 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.

OFFER TO LEASE AND LEASE FOR OIL AND GAS

OCT 26

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

Street

City, State, Zip Code

2 This offer/lease is for (Check Only One) ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U S interest _____)

Surface managing agency if other than BLM _____ Unit Project _____

Future rental payments concerning this lease must be made payable and mailed to:

Minerals Management Service
RMP-Bonus and Rental Acct. System
P. O. Box 5640
Denver, CO 80217

229649

RECORDED July 27 1990 11:20 AM
IN BOOK 86 Of G PAGE 549
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Total acres in lease _____

Rental retained $ _____

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the nonexclusive right to conduct oil and gas geophysical exploration, and the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations, and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

Type and primary term of lease

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

By: _____ ANDREW L. TARSHIS
(Signing Officer)

_____ DEC 9 1987
(Title) (Date)

EFFECTIVE DATE OF LEASE JAN 1 1988

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

FOR LESSEE

Year Year Year

(a) The 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 3000 and the leasing authorities of the Interior, (3) no member of Congress is directly or indirectly interested in this offer or in any lease issued pursuant thereto, (4) offeror holds or controls not more than 46,080 acres in oil and gas options or 246,080 acres in options in either leasing District in Alaska, and (5) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) The undersigned agrees that signature to this offer constitutes acceptance of this lease including all terms, conditions and stipulations of which offeror has been given notice, and agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the BLM State Office before this lease has been issued to another party. Offeror also agrees that upon issuance of this lease, it will be effective as of the first day of the month following the date this offer was filed, subject to the rentals, royalties and conditions of the lease. Offeror further agrees that this offer shall be rejected if the land described in this offer is not available for leasing at the time this offer was filed but may be accepted for any lands in this lease which become available for leasing during the period this offer is being considered. Offeror agrees that this offer may be accepted by the United States within 90 days after filing or prior to the withdrawal of the lands described herein, or within 30 days after any increase in the acreage described herein becomes available for leasing, unless the withdrawal is received by the BLM State Office before this offer has been accepted. Offeror further agrees that it will be bound by the terms of any competitive lease issued as a result of this offer.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations. If this offer is executed by a corporation, it must be executed in accordance with the applicable regulations. Offeror must also comply with 43 CFR 3102.5-2 regarding equivalency of holdings. Any person who makes any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction may be subject to prosecution under 18 U.S.C. Sec. 1001.

Duly executed this 23 day of OCTOBER, 87

SIGNATORY CERTIFIES COMPLIANCE WITH QUALIFICATIONS CONCERNING FEDERAL COAL LEASE HOLDINGS PROVIDED IN SECTION 2(a)(2)(A) OF THE MINERAL LEASING ACT

[redacted]

LEASE TERMS

Sec. 1. Rentals.—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure of a favorable petroleum geological province, annual rental shall become $2.00 per acre or fraction thereof, 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 due notice and 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, products 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 products in storage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year after discovery in an amount equal to the aggregate less than $1.00 per acre or fraction thereof. The minimum royalty may be waived, suspended, reduced, and the reduced or alternative royalty specified in this lease may be established, after a determination, to encourage the greatest ultimate recovery of the resources.

An interest charge shall be assessed on all late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease when such loss or waste is due to negligence on the part of the operator of the lease or due to the failure to comply with any rule, regulation, order or citation issued under FOGRMA or any other statutory provision.

Sec. 3. Bonds.—Lessee shall file and maintain any bond required under regulations.

Sec. 4. Diligence, rate of development, unitization and drainage.—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rate of development and production in the public interest and shall be notified by lessee promptly of any well drilled within 500 feet of boundaries of leased lands, or lands pooled or unitized with leased lands, or lands in a known geological structure of a producing reservoir or deposit underlying leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensation as lessor determines to be adequate to offset the loss of royalty from drainage, unless lessor consents in writing to the failure to drill such well.

Sec. 5. Documents, evidence and inspection.—Lessee shall file with proper office of lessor, not later than 30 days after effective date hereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs, in the form prescribed by lessor. Lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on 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 transportation costs. All books and 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 for any audit or investigation, or longer as may be required by lessor, in any case in which an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations.—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. [illegible]

Sec. 8. [illegible]

Sec. 9. [illegible]

Sec. 10. [illegible]

Sec. 11. [illegible]

Sec. 12. [illegible]

Sec. 13. [illegible]

Sec. 14. Heirs and successors-in-interest.—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

[redacted] [redacted] [redacted]

WY 107049

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 threshhold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "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.

10/23/87
Date

Signature

United States Department of the Interior

Bureau of Land Management
Wyoming State Office
P.O. Box 1828
Cheyenne, Wyoming 82003

IN REPLY REFER TO:

3112
(923a)

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 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 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 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.

Andrew L. Tarshis
Chief, Leasing Section

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-107049

Lease Effective Date
(Anniversary Date)
1-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Marshall & Winston, Inc.
   Street P.O. Box 50880
   City, State, ZIP Code Midland, TX 79710-0880

*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
T. 28N., R. 110W., 6th PM, Sublette County, Wyo., sec. 32, SW¼NW¼; sec. 33, W½ 360 acres, m/l.	100%	100%	None	3½% of 8/8ths ORR	None

229650

RECORDED July 27 19 90 11:20 AM
IN BOOK 86 O&G PAGE 554
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

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 01 1990

By /s/ PAMELA J. LEWIS (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title) FOR ASSIGNEE

JUL 13 1990 (Date)

554

555

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.)
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Lease Serial No.
W-107049

Lease Effective Date
(Anniversary Date)
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New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Marshall & Winston, Inc.
   Street P.O. Box 50880
   City, State, ZIP Code Midland, TX 79710-0880

*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
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.					

NOTICE

JUL 13 1990

Attached is the approved record title assignment of oil and gas lease WYW-107049
Annual rental payment: $360
Due annually on or before lease anniversary date of: Jan 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 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 01 1990

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

By */s/ PAMELA J. LEWIS*
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title) **FOR ASSIGNEE**

JUL 13 1990
(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.

If the Assignee should at any time desire to release or surrender said Oil and Gas Lease as to all or any portion of the above described lands, Assignee shall tender a reassignment of said Lease as to the lands sought to be surrendered, as assigned, to Assignor at least thirty days prior to the time for the payment of the next annual rental under the terms of said Lease or any extension or renewal thereof or at least thirty days prior to the expiration of said Lease in the event the same may be extended or renewed. In such event, the Assignor shall accept such reassignment within ten (10) days from the time the same is tendered, failing in which, the Assignee shall be free to surrender or relinquish said Lease as to such lands. In the event the reassignment is accepted by the Assignor as herein provided, the Assignor shall save, hold and protect the Assignee harmless from all rentals and liability of whatsoever character subsequently accruing under said Lease on account of the lands covered by said reassignment.

STATE OF COLORADO }
COUNTY OF Douglas } ss

The foregoing instrument was acknowledged before me this 17th day of May, 19 90, by George E. Conley, an unmarried man.

My Commission Expires:
11-5-93

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 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 (1/4) 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 17th day of May, 19 90

Name of Assignor as shown on current lease George E. Conley
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

P.O. Box 99
(Assignor's Address)

Parker, CO 80134
(City) (State) (Zip Code)

Executed this 7th day of June, 19 90

Assignee MARSHALL & WINSTON, INC.
By: _____
(Signature)
or
Attorney-in-fact William S. Marshall, 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 representations as to any matter within its jurisdiction.

JDM rev.(11/89) 1 yr. term

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Louise Cullimore

herein after called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars($10.00) and other valuable consideration, cash in hand paid by JD MINERALS, Post Office Box 1520, Palestine, Texas, 75802, hereinafter called Grantee, the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals ("other minerals" includes coal, lignite, uranium, sulfur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Wyoming) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette State of Wyoming, to-wit:

All of that Certain Tract or parcel of land out of the Township 28 North, Range 113 West, 6th P. M., Section 27: Resurvey Tract 48, from Enron Oil and Gas Company, of the Deed Records of Sublette County, Wyoming, and containing 160.00 acres of land, more or less. Reference is made to this unit for descriptive purposes only and shall not limit this conveyance to any particular depths. Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

together with the rights of ingress and egress at all time for the purpose of mining, drilling and exploring said lands and lands pooled or unitized therewith for oil, gas and other minerals, and measuring, receiving and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, successors, administrators, executors and assigns for a primary term of one (1) year from date hereof, and as long thereafter as oil, gas and other minerals, or either of them, is produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands. If, at the expiration of said term, oil, gas or other minerals, or either of them is not being produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands, the Grantee's rights hereunder shall terminate and the royalty interest covered by this instrument shall revert to Grantor and Grantor's heirs, successors, administrators, executors, and assigns. If However, any oil, gas and/or mineral lease covering said lands, or any portion thereof is maintained in full force and effect by production from said lands or from a pool or unit which includes all or any part of said lands, or is maintained in full force and effect by the payment of shut-in gas royalties or any similar payments made to the lessors while there is located on the lease or lands pooled or unitized there with a well capable of producing gas or oil, but shut in for lack of market or any other reason, or if drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said land, then for purposes of determining the term of the royalty interest granted herein, it will be considered that production is being obtained from all of said lands during the time such lease is being so maintained.

2. This conveyance is made subject to the terms and conditions of all existing oil and gas leases, if any, covering all or any portion of said lands, insofar as they cover said lands and insofar as they cover the above-described royalty interest. This conveyance covers and includes all royalties due and to be paid or delivered under said leases, insofar as they cover said lands.

3. Grantee does not by these presents acquire any right to participate in the making of future oil and gas leases on the portion said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason terminate or become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

4. During the term of this grant, neither the Grantor nor the heirs, successors, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract, for the development of said lands or any portion of same for oil, gas, or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of one-sixth to be delivered free of cost in the pipeline and a royalty on natural gas of one-sixth of the value of same, free of any and all cost, when sold or used off the premises, or one-sixth of the net proceeds of such gas and one-sixth of the net amount of gasoline manufactured from natural or casinghead gas. If Grantor, or the heirs, successors, administrators, executors and assigns of the Grantor, as fee owners of said lands and minerals, or as the fee owner of any portion of said lands, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, and undivided one-sixth of all the oil produced and saved from the premises, delivered to Grantee's credit free of cost in the pipeline, and the same fraction of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same fraction of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

5. For the same consideration Grantor also grants, sells, conveys, assigns and transfers to Grantee, its heirs, successors, administrators, executors and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above-described royalties, insofar as they cover said land during the term hereof.

6. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their(as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors administrators executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 17 **day of** July ,19 90

Louise Cullimore

Louise Cullimore S.S.#

528-28-2858

S.S.#

229662

RECORDED July 30 1990 9:45 A.M.
IN BOOK 86 O;G PAGE 557
FEES $6.00 Mary L. Lankford COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE, WY[redacted]

[redacted]

[redacted] A 4 [redacted] [redacted]

STATE OF ~~WYOMING~~
COUNTY OF Davis

This instrument was acknowledged before me on July 17

19 92 by Louise Cullimore .

NOTARY SIGN HERE: [signature]
Notary Public, State of ~~Wyoming~~ Utah
Notary's name printed below:
Robert J. Gerber

My commission expires: 4-23-94

NOTARY PUBLIC
ROBERT J. GERBER
[illegible]
Kaysville Utah 8403[illegible]
My Commission Expires
April 23 1994
STATE OF UTAH

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____ and _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: B3356

559

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE
229664

RECORDED July 30 1990 10:06AM
IN BOOK 86 O&G PAGE 559
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Petty

THIS AGREEMENT made and entered into this 22nd day of May 1990 by and between Paul Logan Homer and Ruth G. Homer, husband and wife, 1960 View Street, #3, Salt Lake City, Utah 84105 of , hereinafter called lessor (whether one or more), and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228 hereinafter called lessee

WITNESSETH:

1. That lessor, for and in consideration of ---Ten and more--- dollars ($ 10.00+) in hand paid receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below) together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette State of Wyoming described as follows, to-wit

Township 30 North, Range 112 West, 6th P.M.
Section 32: S½SW¼

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~TEN (10)~~ * *Four (4) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location, and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or 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.

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 (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) 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 leased 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.

3. If lessee has not commenced drilling operations on or before the 22nd day of May 1991, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf) on or before such date, shall pay or tender to lessor, or to lessor's credit in the West One Bank at 107 S. Main, Salt Lake City, UT 84111 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of ---Eighty and no/100---------- DOLLARS ($ 80.00) which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises shall cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then so long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not otherwise being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

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

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. 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.

10. Lessee 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 above 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 thereof to the extent hereinafter stated, for the production of oil and gas, or separately for the production [redacted] when in lessee's judgment it is necessary or advisable to do so, irrespective of whether

[redacted] with respect to such other land, lease or leases. Likew[redacted]eviously formed to include formations not producing o[redacted]e reformed to authority simila[redacted] unitization or exclude such non-producing formations. The forming or reforming of any unit shall be ac[redacted]shed by lessee executing and filing of record a decla[redacted] reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling ope[redacted]ons have been commenced. Production, drilling or reworking operations or a well shut-in for any reason 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 under this lease. In lieu of the royalties elsewhere herein specified, 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 a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above 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 the land described above 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.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. 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 lease. 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. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants 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.

17. Lessor ~~hereby warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against 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.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Notwithstanding anything to the contrary, the lessor's royalty of one-eighth (1/8th) is hereby amended to read fourteen percent (14.00%).

Paul Logan Homer
SS# 520-42-0623 A

Ruth G. Homer
Ruth G. Homer
SS# 528-40-0517

STATE OF Utah }
COUNTY OF Salt Lake } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 31st day of May 19 90 before me personally appeared

Paul Logan Homer and Ruth G. Homer, husband and wife

to me known to be the person s 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.

Given under my hand and seal this 31st day of May 19 90

My commission expires: 3-28-94

Notary Public for the State of Utah
residing at Salt Lake, Utah

NOTARY PUBLIC
RAENDEAN E. PENNICK
3910 Barla Circle
West Valley, UT 84120
My Commission Expires
Mar. 28, 1994
STATE OF UTAH

STATE OF }
COUNTY OF } ss.

CORPORATE, Wyoming, Montana, Colorado

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 (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

561

TATLOCK'S, INC.

Form 01464

(This Space Reserved for Filing Stamp)

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sublette,

State of Wyoming, to wit:

229665

RECORDED July 30 1990 10:15 A M
IN BOOK 86 O:G PAGE 561
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

Township 30 North, Range 112 West, 6th P.M.

Section 32: S½SW¼

of Section ********** Township ********** Range ********** and containing 80.00 acres, more or less.

our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, May 22, 1990, by and between Paul Logan Homer and Ruth G. Homer, husband and wife, 1960 View Street, #3, Salt Lake City, Utah 84105,

lessors, and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, CO 80228,

lessee, and recorded in Vol._____ Page_____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Perma Land Company. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
Paul Logan Homer and Ruth G. Homer 1960 View Street, #3 Salt Lake City, UT 84105	26.6666/ 80.00	$26.67	West One 107 S. Main Salt Lake City, UT 84111

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 31st day of May, A. D. 19 90

WITNESSES:

Paul Logan Homer

Paul Logan Homer

SS# 520-42-0623 A

Ruth G Homer

Ruth G. Homer

SS# 528-40-0517

[redacted] [redacted] [redacted]

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

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 31st day of May, 19 90, personally appeared Paul Logan Homer and Ruth G. Homer, husband and wife

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

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

Notary Public.

My Commission Expires

NOTARY PUBLIC
BARBARA K. PUSNICK
3256 South 5600 West
West Valley, UT 84120
My Commission Expires
Mar. 30, 1994
STATE OF UTAH

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

STATE OF ____ } ss.
COUNTY OF ____

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

Notary Public.

My Commission Expires ____

ACKNOWLEDGMENT (For use by Corporation)

State of ____ } ss.
County of ____

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

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

Notary Public

(SEAL)

My Commission expires ____

FROM

No ____

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

562

563

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE
229667

RECORDED July 30 1990 10:15 A.M.
IN BOOK 86 O&G PAGE 563
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

THIS AGREEMENT, made and entered into this 22nd day of May 1990 by and between Cathleen Elizabeth Christy Thomas, a married woman dealing in her sole and separate property, Route 2, Box 138, Kamiah, Idaho 83536 of _____ hereinafter called lessor (whether one or more), and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228 hereinafter called lessee

WITNESSETH

1. That lessor, for and in consideration of ---Ten and more--- dollars ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 112 West, 6th P.M.

Section 32: S½SW¼

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~XXXX~~* *Four (4) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or 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.

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 (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) 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 leased 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.

3. If lessee has not commenced drilling operations on or before the 22nd day of May, 19 91, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Kamiah Credit Union Bank, at Box 68, Kamiah, Idaho 83536 (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of ---Eighty and no/100---------- DOLLARS ($ 80.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

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

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. 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.

10. Lessee 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 above 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 [redacted] production of oil and gas, or separately for the productio[redacted] hen in lessee's judgment it is necessary or advisable to c[redacted] spective of whether

[redacted] with respect to such other land, lease or leases. Likew[redacted]viously formed to include formations not producing or [redacted] reformed to authority simila[redacted] unitization or exclude such non-produc[redacted]formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declara[redacted] reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason 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 under this lease. In lieu of the royalties elsewhere herein specified, 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 a unit.

11. Lessee shall have the right to unitize, pool or combine all or any part of the land described above 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 the land described above 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.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. 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 lease. 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. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants 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.

17. Lessor ~~hereby warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against 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.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Notwithstanding anything to the contrary, the lessor's royalty of one-eighth (1/8th) is hereby amended to read fourteen percent (14.00%).

Cathleen Elizabeth Christy Thomas

Cathleen Elizabeth Christy Thomas
SS# 529-86-0487

STATE OF IDAHO } ss.
COUNTY OF LEWIS

INDIVIDUAL, Wyoming, Montana, Colorado

On this 1st day of June, 1990, before me personally appeared Cathleen Elizabeth Christy Thomas, 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 1st day of June, 1990

My commission expires: 10-6-94

Notary Public for the State of Idaho
residing at Kamiah

STATE OF } ss.
COUNTY OF

CORPORATE, Wyoming, Montana, Colorado

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 (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

565

TATLOCK'S, INC

Form 01464

(This Space Reserved for Filing Stamp)

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sublette, State of Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.

Section 32: S½SW¼

of Section ********** Township ********** Range ********** and containing 80.00 acres, more or less. our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, May 22, 1990, by and between Cathleen Elizabeth Christy Thomas, a married woman dealing in her sole and separate property, Route 2, Box 138, Kamiah, Idaho 83536, lessors, and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228, lessee, and recorded in Vol._____Page_____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Perma Land Company. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
Cathleen Elizabeth Christy Thomas Route 2, Box 138 Kamiah, Idaho 83536	8.8888/80.00	$8.89	Kamiah Credit Union Box 68 Kamiah, Idaho 83536

229668

RECORDED July 30 '90 10:15 A M
IN BOOK 86 O&G PAGE 565
FEES $ 6.00 Mary L Landford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 17 day of June, A. D. 1990

WITNESSES:

Cathleen Elizabeth Christy Thomas

Cathleen Elizabeth Christy Thomas

SS# 529-86-0487

Prau[redacted] Printing, 511 16th St., Suite 222, (303) 893-1684 [redacted] [redacted]

STATE OF IDAHO)
COUNTY OF LEWIS) ss.

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

/SX

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 19 90, personally appeared Cathleen Elizabeth Christy Thomas, a married woman dealing in her sole and separate property, Route 2, Box 138, Kamiah, Idaho 83536

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 3/18/94

Jane C. Gilbert
Notary Public.

STATE OF _____)
COUNTY OF _____) ss.

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

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

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

My Commission Expires _____
Notary Public.

State of _____)
County of _____) ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

_____
Notary Public.

(SEAL)

My Commission expires _____

No. _____

FILED FOR RECORD AT REQUEST OF _____

_____ 19 _____

_____ County,

Dated _____

No. Acres _____

Term _____

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

_____ County Clerk.

By _____ Deputy.

When recorded return to

566

567

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE
229669

RECORDED July 30 1990 10:20 AM
IN BOOK 86 O&G PAGE 567
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

THIS AGREEMENT made and entered into this 22nd day of May 19 90 by and between Kimberly Spence Christy and Pamela T. Christy, husband and wife, 1408 S. 50 West, Farmington, Utah 84025 of _____ hereinafter called lessor (whether one or more), and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228 hereinafter called lessee.

WITNESSETH:

1. That lessor, for and in consideration of ---Ten and more--- dollars ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette State of Wyoming described as follows, to-wit

Township 30 North, Range 112 West, 6th P.M.
Section 32: S½SW¼

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ * *Four (4) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or 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.

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 (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) 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 leased 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.

3. If lessee has not commenced drilling operations on or before the 22nd day of May 19 91, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Zions First National Bank, at 200 East Pages Lane, Centerville, UT 84014 or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of ---Eighty and no/100--- DOLLARS ($ 80.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

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

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. 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.

10. Lessee 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 above 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 vici[redacted]oduction of oil and gas, or separately for the production of [redacted] in lessee's judgment it is necessary or advisable to do so[redacted]ective of whether

authority similar [redacted] sts with respect to such other land, lease or leases. [redacted] previously formed to include formations not producing [redacted] y be reformed to [redacted] ch unitization or 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 reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason 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 under this lease. In lieu of the royalties elsewhere herein specified, 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 a unit

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above 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 the land described above 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.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. 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 lease. 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. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants 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.

17. Lessor ~~hereby warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against 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.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Notwithstanding anything to the contrary, the lessor's royalty of one-eighth (1/8th) is hereby amended to read fourteen percent (14.00%).

Kimberly Spence Christy
Kimberly Spence Christy
SS# 529-92-7983

Pamela T. Christy
Pamela T. Christy
SS# 529-17-5587

STATE OF Utah } ss.
COUNTY OF Davis

INDIVIDUAL, Wyoming, Montana, Colorado

On this 2nd day of June, 19 90, before me personally appeared Kimberly Spence Christy and Pamela T. Christy, husband and wife, to me known to be the person s 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.

Given under my hand and seal this 2nd day of JUNE, 19 90

My commission exprires: DEC 7, 1993

NOTARY PUBLIC
MICHAEL M. JENSEN
1316 North Highway 89
Farmington, Utah 84025
My Commission Expires
December 7, 1993
STATE OF UTAH

Notary Public for the State of UTAH residing at FARMINGTON, DAVIS COUNTY

STATE OF } ss.
COUNTY OF

CORPORATE, Wyoming, Montana, Colorado

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 (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

569

TATLOCK'S, INC. Form 01464

(This Space Reserved for Filing Stamp)

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sublette, State of Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.

Section 32: S½SW¼

of Section ********** Township ********** Range ********** and containing 80.00 acres, more or less. our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated, May 22, 1990, by and between Kimberly Spence Christy and Pamela T. Christy, husband and wife, 1408 S. 50 West, Farmington, Utah 84025, lessors, and Perma Land Company 355 Union Blvd., Suite 300, Lakewood, Colorado 80228, lessee, and recorded in Vol.____ Page____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Perma Land Company. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
Kimberly Spence Christy and Pamela T. Christy 1408 S. 50 West Farmington, Utah 84025	8.8888/ 80.00	$8.89	Zions First National Bank 200 East Pages Lane Centerville, Utah 84014

229670

RECORDED July 30 19 90 10:20 A M
IN BOOK 86 O&G PAGE 569
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this 2nd day of June, A. D. 19 90.

WITNESSES:

Kimberly Spence Christy
Kimberly Spence Christy
SS# 527-92-7913

Pamela T. Christy
Pamela T. Christy
SS# 529-17-5587

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

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

STATE OF UTAH }
COUNTY OF DAVIS } ss.

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22ND day of JUNE, 1990, personally appeared Kimberly Spence Christy and Pamela T. Christy, husband and wife, 1408 S. 50 West, Farmington, Utah 84025

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

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

My Commission Expires DEC 7 1993

Notary Public

NOTARY PUBLIC
MICHELLE M. JENSEN
[illegible]
Farmington, Utah 84025
My Commission Expires
December 7, 1993
STATE OF UTAH

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

STATE OF }
COUNTY OF } ss.

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

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

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

My Commission Expires .....

Notary Public

ACKNOWLEDGMENT (For use by Corporation)

State of }
County of } ss.

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

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

Notary Public

(SEAL)

My Commission expires.....

No. .....

FROM .....

TO .....

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

570

571

Producers 88
Rocky Mountain 1989

OIL AND GAS LEASE

229671

RECORDED July 30 1990 10:32 AM
IN BOOK 86 O&G PAGE 571
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

THIS AGREEMENT, made and entered into this 23rd day of May 19 90, by and between William Charles Christy, a married man dealing in his sole and separate property, P.O. Box 269, Panguitch, Utah 84759 of _____, hereinafter called lessor (whether one or more), and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228, hereinafter called lessee

WITNESSETH:

1. That lessor, for and in consideration of ---Ten and more--- dollars ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below) together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette State of Wyoming, described as follows, to-wit

Township 30 North, Range 112 West, 6th P.M.
Section 32: S½SW¼

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ * *Four (4) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or 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.

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 (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) 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 leased 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.

3. If lessee has not commenced drilling operations on or before the 23rd day of May, 19 91, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Zions First National Bank, at Panguitch, Utah 84759 (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of ---Eighty and no/100--- DOLLARS ($ 80.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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 lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, in the depository bank named in the lease, a sum equal to the amount of delay rentals payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

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

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. 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.

10. Lessee 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 above 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 simila[redacted]s with respect to such other land, lease or leases. Like[redacted]eviously formed to include formations not producing o[redacted]be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be[redacted]ished by lessee executing and filing of record a decla[redacted]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 drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason 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 under this lease. In lieu of the royalties elsewhere herein specified, 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 a unit

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above 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 the land described above 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.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. 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 lease. 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. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants 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.

17. Lessor ~~hereby warrants and agrees to defend the title to the lands described above, and~~ agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against 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.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Notwithstanding anything to the contrary, the lessor's royalty of one-eighth (1/8th) is hereby amended to read fourteen percent (14.00%).

William ~~C~~ Charles Christy

William Charles Christy

SS# 529-76-1533

STATE OF Utah } ss.

COUNTY OF Garfield

INDIVIDUAL. Wyoming, Montana, Colorado

On this Thirtieth day of May 19 90 before me personally appeared William Charles Christy, a married man dealing in his sole and separate property to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed including the release and waiver of the right of homestead.

Given under my hand and seal this 1st day of June 19 90

My commission expires 8-6-93

K. Bruce Fullmer

Notary Public for the State of UTAH

residing at Panguitch, UT

NOTARY PUBLIC
Comm. Exp. 8-6-93
K. Bruce Fullmer
Garfield County
55 S. Main
Panguitch, UT
84759
STATE OF UTAH

STATE OF } ss.

COUNTY OF

CORPORATE. Wyoming, Montana, Colorado

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 (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

TATLOCK'S, INC.

Form 01464

(This Space Reserved for Filing Stamp)

Rental Division Order

The undersigned certify that we are the legal owners of the Oil, Gas and Other Minerals in and under the following described lands situated in the County of Sublette, State of Wyoming, to wit:

Township 30 North, Range 112 West, 6th P.M.

Section 32: S½SW¼

of Section ********** Township ********** Range ********** and containing 80.00 acres, more or less. our interest in said minerals being subject to that certain Oil, Gas and Mineral lease dated May 23, 1990, by and between William Charles Christy, a married man dealing in his sole and separate property, P.O. Box 269, Panguitch, Utah 84759, lessors, and Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228, lessee, and recorded in Vol._____ Page_____, of the Records of said County, which lease, in so far as it covers the above described land is owned by Perma Land Company. We hereby authorize you to pay the rental accruing in accordance with the terms and conditions of said lease in the proportions set out below, and payment so made will fully protect said lease as to the respective interests of the undersigned, it being understood that the undersigned do not certify that the interests set out are owned by the remaining parties in the proportions stated, each of the undersigned certifying only as to the interest set opposite his name:

CREDIT TO	Fractional Interest	AMOUNT	DEPOSITORY
William Charles Christy	8.8888/ 80.00	$8.89	Zions First National Bank Panguitch, Utah 84759

229672

RECORDED July 30 '90 10:20 A M
IN BOOK 86 O&G PAGE 573
$ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

The above division covers only the payment of delay rentals and does not purport to cover royalties.

This agreement is binding on our heirs, executors, administrators and assigns, as to the size of the interest set forth above, but shall not operate to change the depository named in the lease as to any of our assigns.

IN TESTIMONY WHEREOF, we sign this _____ day of _____, A. D. 19 90

WITNESSES:

William Charles Christy

William Charles Christy

SS# 529-76-4533

[redacted] [redacted] [redacted]

Printed by [redacted] ting, 511 16th St Suite 222 303-592-1681 [redacted] [redacted]

STATE OF .....
ss.
COUNTY OF .....

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 ..... 1990 ..... personally appeared William Charles Christy, a married man dealing in his sole and separate property, P.O. Box 269, Panguitch, Utah 84759

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 8-6-93 ..... K Bruce Fullmer
Notary Public

NOTARY PUBLIC
Exp. 8-6-93
K. BRUCE Fullmer
Garfield County
55 S Main
Panguitch UT
Notary 84759
STATE OF UTAH

STATE OF .....
ss.
COUNTY OF .....

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 .....
ss.
County of .....

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of..... A. D. 19..... before me personally appeared ..... to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

.....
Notary Public

(SEAL)

My Commission expires.....

No .....

FROM

TO

Dated .....

No. Acres .....

.....County.

Term .....

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

Volume ..... Page .....

.....
County Clerk.

By ..... Deputy.

When recorded return to

574

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 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;

229673

RECORDED July 3c 19 90 11:00 A.M.
IN BOOK 86 016 PAGE 575
FEES $.12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

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 July 25, 1990, 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:

Kevin Barlow
Assistant Secretary

By: _____
James R. Bauman
Vice President

WITNESSES TO ALL SIGNATURES:

_____
Name: MELVIN R STAHL JR

_____
Name: Gregory L. Burget

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

COLORADO, KANSAS, NEBRASKA, TEXAS and WYOMING

The foregoing instrument was acknowledged before me on this date, by James R. Bauman and Kevin Barlow, 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 Kevin Barlow, 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.

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 25 day of July, 1990.

My Commission Expires:

11-19-93

[SEAL]

S. J. CRAWFORD
STATE OF COLORADO

S. J. Crawford
Notary Public in and for the
State of Colorado

1700 Lincoln Street, Suite 1900
Denver, Colorado 80203

MS:sw-1455

EXHIBIT A
SCHEDULE OF

COMPANY 001 APACHE CORPORATION
ALL PROSPECTS PROSPECT NUMBER SEQUENCE
PROSPECT NUMBER [redacted] LABARGE EAST (APD RESERVED)

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
201840	USA W-27878	DOROTHY CHORNEY		04/01/1971	04/01/1981
TRACT 01	LABARGE EAST (APD RESERVED)	WY SUBLETTE		BK	PG
T 27 N R 112 W			160.000		
SEC 1					
	FIGURE FOUR FEDERAL 1-1 (BELCO)				
	SE/4				
	DEPTH A: SURFACE TO 10,185'				
	DEPTH B: BELOW 10,185'				
TRACT 02	LABARGE EAST (APD RESERVED)	WY SUBLETTE		BK	PG
T 27 N R 112 W			80.000		
SEC 12					
	FIGURE FOUR CANYON #2-12 (ENRON)				
	CA - NE/4				
	N/2NE/4				
	DEPTH A: SURFACE TO 10,185'				
	DEPTH B: BELOW 10,185'				

579

BARGAIN AND SALE DEED

Know all men by these presents, that WILMA AUSMAN, Personal Representative of the Estate of Lola M. Guthrie, Deceased, hereby conveys to IRWIN COVEY and LOUISE COVEY, husband and wife, as joint tenants with right of survivorship and not as tenants in common, residing at 2885 Marrcrest No. Cr., Provo, Utah 84604, all of the interest of Lola M. Guthrie and Fred D. Guthrie, her husband who predeceased her, in the oil, gas and other minerals in and under the following described land, or which may be found therein or produced therefrom:

In 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

229719

RECORDED Aug 1 19 90 2:00 P M
IN BOOK 86 OG PAGE 580
FEES $7.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mon Riley

In T34N, R114W, 6th P.M.
Sec. 26: W/2SW/4

In 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

In 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)

All in Sublette County, State of Wyoming.

There is no monetary consideration for this conveyance and this conveyance is done pursuant to the Decree of Final Distribution in the Estate of Lola M. Guthrie, Deceased, entered by the Malheur County Court on July 19, 1990.

Dated: July 19, 1990.

ESTATE OF LOLA M. GUTHRIE,
DECEASED

By Wilma Ausman
Personal Representative

STUNZ, FONDA,
PRATT, NICHOLS,
KIYUNA & OKAI
ATTORNEYS AT LAW
106 MAIN STREET
P. O. BOX 1565
NYSSA, OREGON 97913
(503) 372-2268

STATE OF OREGON)
) ss.
County of Malheur)

The foregoing instrument was acknowledged before me this 19th day of July, 1990, by Wilma Ausman, Personal Representative of the Estate of Lola M. Guthrie, Deceased.

Notary Public for Oregon
My Commission Expires: 12/23/92

After Recording Return to:

Irwin Covey and Louise Covey
2885 Marrcrest No. Cr.
Provo, Utah 84604

Until a change is requested all tax statements shall be sent to the following address:

Irwin Covey and Louise Covey
2885 Marrcrest No. Cr.
Provo, Utah 84604

STUNZ, FONDA,
PRATT, NICHOLS,
KIYUNA & OKAI
ATTORNEYS AT LAW
106 MAIN STREET
P. O. BOX 1565
NYSSA, OREGON 97913
(503) 372-2268

ASSIGNMENT OF OIL AND GAS LEASES

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

THAT THE UNDERSIGNED, **MESA OPERATING LIMITED PARTNERSHIP**, a Delaware limited partnership whose address is P. O. Box 2009, Amarillo, Texas 79189-2009, hereinafter referred to as "Assignor", as owner and holder of the oil and gas leases described in Exhibit "A", attached hereto and incorporated herein by reference, for and in consideration of the compliance on the part **COASTAL OIL AND GAS CORPORATION**, a Delaware corporation, whose address is 600 Seventeenth Street, Suite 800 South Tower, Denver Colorado 80202, hereinafter referred to as "Assignee", with the drilling obligations and other terms set forth in that certain Farmout and Option Agreement dated September 1, 1989, between Assignor and Assignee, hereinafter referred to as "the Farmout Agreement", hereby sells, transfers, assigns and conveys unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto insofar and only insofar as such leases cover the land described in Exhibit "A" attached hereto, as to all formations from the surface down to and including the stratigraphically equivalent depth of 8,250' drilled in the Riley Ridge Federal #1-5 well located in the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section 5, Township 29 North, Range 114 West, Sublette County, Wyoming, hereinafter referred to as "Earning Well", less and except the Mesaverde formation identified as that certain interval between the depth of 2875' and 3875' as found on that certain Dual Induction SFL log from the American Quasar Riley Ridge Federal #17-34 well located in Section 34, Township 29 North, Range 114 West, Sublette County, Wyoming.

It is understood and agreed that this Assignment of Oil and Gas Leases is subject to the terms of the Farmout Agreement, including without limitation the right under Article 5 of Assignor to receive, upon payout of the Earning Well, an assignment from Assignee of either a one-third (1/3) of the leasehold working interest assigned to Assignee hereunder or a 6% of 8/8ths overriding royalty interest in and to the leasehold working interest assigned to Assignee hereunder.

To have and to hold unto the said Assignee, its successors and assigns forever, subject to the terms and conditions of this agreement and of the Farmout Agreement, it being understood and agreed that this assignment is made without warranty of title on the part of Assignor, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 6th day of July, 1990, but is effective as of October 20th, 1989.

229802

RECORDED August 9 1990 1:00 P M
IN BOOK 86 O&G PAGE 582
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

MESA OPERATING LIMITED PARTNERSHIP
By: Pickens Operating Co.,
General Partner

By: Richard W. Petrie
Richard W. Petrie,
Attorney-in-Fact

STATE OF TEXAS §
§
COUNTY OF POTTER §

The foregoing instrument was acknowledged before me this 6th day of July, 1990, by Richard W. Petrie, Attorney-in-Fact of Mesa Operating Limited Partnership, a Delaware partnership.

Jeri Williams
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF TEXAS
JERI WILLIAMS
Notary Public, State of Texas
My Commission Expires 12/01/90

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases effective October 20, 1989 by and between Mesa Operating Limited Partnership, as Assignor, and Coastal Oil and Gas Corporation, as Assignee, covering lands situated in Sublette County, Wyoming.

64115-001	Lessor: Lessee: Lease Date: Recording Data: Description:	USA W-38887 Howell Spear April 1, 1973 Insofar and only insofar as the lease covers Township 29 North, Range 114 West Section 4: Lot 4, SW NW, NW SW Section 5: Lots 1, 2, 3, S/2 N/2, SE, NE SW
64116-001	Lessor: Lessee: Lease Date: Recording Data: Description:	USA W-60620 Estelle C. Haefele April 1, 1976 Insofar and only insofar as the lease covers Township 29 North, Range 114 West Section 5: Lot 4
64114-001	Lessor: Lessee: Lease Date: Recording Data: Description:	USA W-56739 Judy P. Clifton December 1, 1976 Insofar and only insofar as the lease covers Township 30 North, Range 114 West Section 32: S/2 SE, W/2 SE SW

Form 3100-14
(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

'86 JUL 17 AM 9 20

Lease Serial No.
W-67808

Lease effective date
6-1-79

PART I

1. Assignee's Name

H.O.W. Resources, Inc., a Colorado corporation

Address (include zip code)
455 Granville Street, Suite 100
Vancouver, B. C., Canada V6C 1T1

The undersigned, as owner of 13.5% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.3-4)

Township 27 North, Range 111 West, 6th P.M.
Section 6: N½NE¼
Section 7: SE¼

containing 240.00 acres, more or less; as to all depths.
Sublette County, Wyoming

229822

RECORDED Aug 13 1990 8:30 A M
IN BOOK 86 O&G PAGE 584
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
a true and correct copy
of the official record on file
AUG - 1 1990
Adelle L. Kowalski
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of operating rights being conveyed to assignee	1.5% of 8/8ths
4. Specify interest or percent of operating rights being retained by assignor	12.0% of 8/8ths
5. Specify overriding royalty interest being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	9.5%

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

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

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

Executed this 26th day of May, 1986, effective July 26, 1982

BACKER RESOURCES, INC.

By _____
(Assignor's Signature)

David M. Mercier, President

455 Granville Street, Suite 100
(Assignor's Address)

Vancouver, B. C., Canada V6C 1T1
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective AUG 1 1986

By _____ ANDREW L. TARSHIS
(Authorized Officer)

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

CHIEF, LEASING SECTION AUG 7 1986
(Title) (Date)

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

584

585

PART II

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

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

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

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

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

Executed this 26th day of MAY , 19 86 .

H. O. W. RESOURCES, INC.

By _____ OLIVER L. SUNG
(Assignee's Signature) PRESIDENT

455 Granville Street, Suite 100
(Assignee's Address)

Vancouver, B. C., Canada V6C 1T1
(City) (State) (Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make 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 official records on file
AUG - 1 1986
Adelle L. Kwalick
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

JDM rev.(11/[redacted] [redacted] [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Walter C. Yose, Jr.
herein after called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars($10.00) and other valuable consideration, cash in hand paid by JD MINERALS, Post Office Box 1520, Palestine, Texas, 75802, hereinafter called Grantee, the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals ("other minerals" includes coal, lignite, uranium, sulfur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Wyoming) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette State of Wyoming, to-wit:

All of that Certain Tract or parcel of land out of the Township 28 North, Range 113 West, 6th P. M., Section 27: Resurvey Tract 48, from Enron Oil and Gas Company, of the Deed Records of Sublette County, Wyoming, and containing 160.00 acres of land, more or less. Reference is made to this unit for descriptive purposes only and shall not limit this conveyance to any particular depths. Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

together with the rights of ingress and egress at all time for the purpose of mining, drilling and exploring said lands and lands pooled or unitized therewith for oil, gas and other minerals, and measuring, receiving and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, successors, administrators, executors and assigns for a primary term of one (1) year from date hereof, and as long thereafter as oil, gas and other minerals, or either of them, is produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands. If, at the expiration of said term, oil, gas or other minerals, or either of them is not being produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands, the Grantee's rights hereunder shall terminate and the royalty interest covered by this instrument shall revert to Grantor and Grantor's heirs, successors, administrators, executors, and assigns. If However, any oil, gas and/or mineral lease covering said lands, or any portion thereof is maintained in full force and effect by production from said lands or from a pool or unit which includes all or any part of said lands, or is maintained in full force and effect by the payment of shut-in gas royalties or any similar payments made to the lessors while there is located on the lease or lands pooled or unitized there with a well capable of producing gas or oil, but shut in for lack of market or any other reason, or if drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said land, then for purposes of determining the term of the royalty interest granted herein, it will be considered that production is being obtained from all of said lands during the time such lease is being so maintained.

2. This conveyance is made subject to the terms and conditions of all existing oil and gas leases, if any, covering all or any portion of said lands, insofar as they cover said lands and insofar as they cover the above-described royalty interest. This conveyance covers and includes all royalties due and to be paid or delivered under said leases, insofar as they cover said lands.

3. Grantee does not by these presents acquire any right to participate in the making of future oil and gas leases on the portion said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason terminate or become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease now or hereafter.

4. During the term of this grant, neither the Grantor nor the heirs, successors, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract, for the development of said lands or any portion of same for oil, gas, or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of one-sixth to be delivered free of cost in the pipeline and a royalty on natural gas of one-sixth of the value of same, free of any and all cost, when sold or used off the premises, or one-sixth of the net proceeds of such gas and one-sixth of the net amount of gasoline manufactured from natural or casinghead gas. If Grantor, or the heirs, successors, administrators, executors and assigns of the Grantor, as fee owners of said lands and minerals, or as the fee owner of any portion of said lands, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, and undivided one-sixth of all the oil produced and saved from the premises, delivered to Grantee's credit free of cost in the pipeline, and the same fraction of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same fraction of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

5. For the same consideration Grantor also grants, sells, conveys, assigns and transfers to Grantee, its heirs, successors, administrators, executors and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above-described royalties, insofar as they cover said land during the term hereof.

6. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their(as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors administrators executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 30th **day of** July **,19** 90

Walter C. Yose, Jr. S.S.#

529-09-2846

S.S.#

229852

RECORDED Aug. 14 IN 90 9:30 A.M.
IN BOOK 86 O+G PAGE 586
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF SUBLETTE

This instrument was acknowledged before me on 30th day of July

19 90 **by** Walter C. Yose, [illegible]

NOTARY SIGN HERE: _____
Notary Public,State of Wyoming
Notary's name printed below:
Dianne Davison

DIANNE DAVISON
Notary Public - State of Wyoming
Sublette County Wyoming
Commission Expires 4/18/93

My commission expires: 8 September 1993

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____ **and** _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: B3356

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned **GEODYNE NOMINEE CORPORATION**, with offices at 320 South Boston Avenue, The Mezzanine, Tulsa, Oklahoma 74103, 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 assign, transfer sell and convey unto **GREEN RIVER BASIN WELL SERVICE**, with offices at P.O. Box 766, Big Piney, Wyoming 83113, hereinafter referred to as **"ASSIGNEE"**, its heirs, successors and assigns, all of Assignor's right, title and interet in and to the oil and gas leases as set out in Exhibit "A" attached hereto and made a part hereof, together with all personal property, fixtures and improvements on, appurtenant to, or used or obtained by Assignor in connection with the land or wells or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation well equipment, casing, tubing, tanks, crude oil, condensate or products placed into storage or into pipelines, gathering systems, power lines, roads, and field processing plants, all other appurtenances thereunto belonging, all in "as is-where is" condition.

To have and to hold the same unto Assignees, Assignee's successors and assigns forever, subject to the terms and provisions contained in the lease, contracts, and assignments relating thereto, and to all laws, rules and regulations of all governmental bodies or agencies having jurisdiction thereof, all of which Assignee hereby assumes insofar as same are applicable to the interest hereby assigned, and further subject to the terms and provisions of all assignments, contracts and provisions through which Assignor acquired its title to said oil and gas leases, or to which said oil and gas lease and interest are subject.

Further, that this Assignment is made without warranty of any kind, either express or implied.

By acceptance of this Assignment and Bill of Sale, Assignee agrees, for itself, its successors and assigns, to protect, indemnify and save Assignor harmless from any and all claims, demands and causes of action of any kind or character, including but not limited to injuries to persons or damages to or loss of property arising out of or in connection with the maintenance, use, handling or resale or any of the property conveyed by this conveyance on and after May 1, 1990.

Executed this 30TH day of MAY, 1990, but shall be effective as of May 1, 1990.

ASSIGNOR

ATTEST:

Kimberly A. Goss
Kimberly A. Goss
Assistant Secretary

GEODYNE NOMINEE CORPORATION

BY: G. Shell Boudreaux
G. Shell Boudreaux
Senior Vice President -
Chief Operations Officer

ASSIGNEE:

ATTEST:

Carol A. Cheeney

GREEN RIVER BASIN WELL SERVICE

BY: Casey Osborn
Vice President

229865

RECORDED Aug 15 A.D. 90 10:15 A.M.
IN BOOK 86 Oil & Gas PAGE 588
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Carol A. Cheeney, dpty

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this 30th day of May, 1990, personally appeared **G. SHELL BOUDREAUX**, as **SENIOR VICE PRESIDENT - OPERATIONS** of Geodyne Nominee Corporation, and acknowledges 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.

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

Pamela S. Williams
Notary Public

My Commission Expires:
9-7-91

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this 15 day of Aug, 1990, personally appeared Casey Osborn, as Vice-President of **GREEN RIVER BASIN WELL SERVICE**, and acknowledges 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.

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

Mary L Lankford County Clerk
Notary Public
By: Carol A Cheney, deputy

My ~~Commission~~ Expires:
1-7-91

EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated Aug 15, 1990
by and between Geodyne Nominee Corporation and Green River Basin Well Service
covering lands in Sublett County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
1016001-03	USA W-49630	Barbara E. Hannifin	4-1-75	T27N-R110W, 6th P.M. Sec. 24: W/2 SW/4 - Shallow Rights Sec. 25: NW/4 NW/4 - Shallow Rights SW/4 NW/4 - Shallow Rights
1016001-02	USA W-0320797	Margaret E. Allen	12-1-65	* T27N-R110W, 6th P.M. Sec. 23: E/2 SE/4 Sec. 26: NE/4 NE/4 From the surface of the ground to a depth of 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, Sublett County, Wyoming. Below 14,892 feet, or the stratographic equavilent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 120 acres, more or less, in Sublett County, Wyoming. * T27N-R110W, 6th P.M. Sec. 23: SW/4; W/2 SE/4 Sec. 26: W/2; W/2 E/2; SE/4 NE/4; NE/4 SE/4 From the surface of the ground to a depth of 14,892 feet or the stratigraphic equivalent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, Sublett County, Wyoming. Below 14,892 feet, or the stratographic equavilent of the total depth drilled in the Primary Fuels, Inc., Federal 20-24 Well in Section 24, Township 27 North, Range 110 West, containing 800 acres, more or less, in Sublett County, Wyoming.

S90

EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated Aug 15, 1990
by and between Geodyne Nominee Corporation and Green River Basin Well Service
covering lands in Sublett County, Wyoming

[redacted]ASE NO.	LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
1016001-01	USA W-48192	James W. Haefele	12-1-74	* All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the SE/4 NE/4 of Section 23 and the W/2 SE/4 of Section 24, Township 27 North, Range 110 West, Sublett County, Wyoming, from the surface thereof down to, but not below, the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N-R110W, Sublett County, Wyoming. This assignment is made subject to the conditions and reservations set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982. * All of Assignor's interest in Lease Serial No. W-48192 insofar only as same covers the NE/4 NE/4 of Section 23 and the E/2 SE/4 of Section 24, and the N/2 NE/4 Sec. 25, Township 27 North, Range 110 West, Sublett County, Wyoming, from the surface thereof down to, but not below, the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson Unit #20-24 Well located in the SW/4 Sec. 24-T27N-R110W, Sublett County, Wyoming. This assignment of is made subject to the conditions and reservations set forth herein and to those in that certain Farmout Letter Agreement dated June 1, 1982, between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee), as amended by Letter Agreement between the same parties dated June 21, 1982, and as amended by Letter Agreement between the same parties dated December 20, 1982.

145

EXHIBIT "A"

Attached to and made a part of Assignment and Bill of Sale dated Aug 15, 1990
by and between Geodyne Nominee Corporation and Green River Basin Well Service
covering lands in Sublett County, Wyoming

LEASE NO.	LESSOR	LESSEE	LEASE DATE	LEGAL DESCRIPTION
1016001-04	USA W-57811	Fred Goodstein	10-1-77	* T27N-R110W, 6th P.M.
				Tract I Sec. 24: N/2 NW/4; N/2 NE/4; and SE/4 NE/4
				Tract I Sec. 24: S/2 NW/4; SW/4 NE/4 Sec. 25: NE/4 NW/4
				Tract II Sec. 25: SE/4 NW/4

*Assignment of Operating Rights Only

582

W-C320214

EXHIBIT "B"

MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

229887

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

RECORDED Aug. 17 1990 10:15AM
IN BOOK 86 Or G PAGE 593
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

This Memorandum of Overriding Royalty Agreement (Memorandum) is made by and between **YATES BROTHERS**, with an address of 105 South 4th Street, Artesia, New Mexico 88210 (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, Texas 77252-2024

CERTIFIED
to be a true and accurate copy
of the official record on file
AUG 13 1990
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 20th day of July, 1990, effective as of the 26th day of September, 1986.

YATES BROTHERS

By: _____

OVERRIDING ROYALTY OWNER

TRADE OK KP

FORM OK JLH

EXXON CORPORATION

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 correct copy
of the official records on file
AUG 13 1990
BUREAU OF LAND MANAGEMENT

90 AUG 13 PM 1:53

THE STATE OF NEW MEXICO

COUNTY OF Eddy

The foregoing instrument was acknowledged before me this 26th day of July, 1990, by L D Yates for and on behalf of YATES BROTHERS.

My Commission Expires:
8/PUBLIC/12/94

Notary Public in and for
Said County and State.

THE STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this 3rd day of August, 1990, by Robert C. Olsen, Agent and Attorney in Fact for Exxon Corpgration, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:
1/25/93

Notary Public, State of Texas.

NEVA JO JOPLIN
Notary Public, State of Texas
My Comm. Exp. 01-25-93

CERTIFIED
to be a true and correct copy
of the official records on file
AUG 18 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-29-N, R-114-W, 6th P.M. Sec. 34: Lots 1, 2, 3, 4, N/2, N/2 S/2 (All) Sec. 35: Lots 1, 2, 3, 4, N/2, N/2 S/2 (All)	Fogarty Creek Unit Tract No. 21	1.000000	0.08209232	0.03750000	0.003078462
			Owner's Total Net Interest in Unit: (Unit Overriding Royalty Interest)		0.003078462

965

CERTIFIED
to be a true and correct representative copy
of the official document on file
AUG 13 1990
BUREAU OF LAND MANAGEMENT

1990 AUG 13 PM 3

BARGAIN AND SALE DEED

Know all men by these presents, that IRWIN COVEY and LOUISE COVEY, husband and wife, hereby conveys to IRWIN COVEY, LOUISE COVEY and PATTI LOUISE COVEY EDWARDS, as joint tenants with right of survivorship and not as tenants in common, residing at 2885 Marrcrest No. Cr., Provo, Utah 84604, all of the interest of Irwin Covey and Louise Covey, in the oil, gas and other minerals in and under the following described land, or which may be found therein or produced therefrom:

In 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

In T34N, R114W, 6th P.M.
Sec. 26: W/2SW/4

In 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

In 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)

229897

RECORDED Aug 20 1990 8:45 A M
IN BOOK 86 O:G PAGE 597
FEES $7.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

All in Sublette County, State of Wyoming.

There is no monetary consideration for this conveyance.

Dated: August 13, 1990.

Irwin Covey
Irwin Covey

Louise Covey
Louise Covey

STATE OF UTAH)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 13th day of August, 1990, by Irwin Covey and Louise Covey.

Notary Public for Oregon
My Commission Expires:

NOTARY PUBLIC

STUNZ, FONDA, PRATT, NICHOLS, KIYUNA & OKAI
ATTORNEYS AT LAW
106 MAIN STREET
P. O. BOX 1565
NYSSA, OREGON 97913
(503) 372-2268

[redacted] [redacted] [redacted]

After Recording Return to:

Irwin Covey and Louise Covey
2885 Marrcrest No. Cr.
Provo, Utah 84604

Until a change is requested all tax statements shall be sent to the following address:

Irwin Covey and Louise Covey
2885 Marrcrest No. Cr.
Provo, Utah 84604



STUNZ, FONDA,
PRATT, NICHOLS,
KIYUNA & OKAI
ATTORNEYS AT LAW
108 MAIN STREET
P. O. BOX 1565
NYSSA, OREGON 97913
(503) 372-2265

599

Form 3000-3
(June 1988)

D-2-231

P1
CONTRACTS
FEB 15 1990

0058423-000
Long Island

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 95121

Lease Effective Date
(Anniversary Date)
November 1, 1985

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, Texas 77251-1188

*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 112 West, 6th P.M. Section 7: Lots 2,3,4, W½NE¼, SE¼NE¼, SE¼NW¼, E½SW¼, (less 6 acres in Reservoir R/W E-02052) Section 27: SW¼SE¼ Section 32: NW¼SE¼ Containing 360.15 acres, more or less Sublette County, Wyoming 229932	100.00%	100.00%	-0-	-0-	5% of 8/8ths

RECORDED Aug. 20 19 90 1:00 P M
IN BOOK 86 O&G PAGE 599
FEES $8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

6 mon Rly

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 FEB 1 1990

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

By /s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JAN 26 1990
(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 any additional assignee(s) on reverse of this form or on a separate attached sheet of [redacted]
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

[redacted] [redacted] [redacted]

PAPERWORK RE[redacted] ACT STATEMENT

1. This information [redacted] ollected 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.

PLEASE RETURN TO:

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188
Steve 1837
ATTN: LAND ADMINISTRATION

#33

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 November, 19 89

Name of Assignor as shown on current lease Perma Land Company
Please type or print

Assignor Perma Land Company
or (Signature)
Attorney-in-fact Steven R. Dille
(Signature)

355 Union Blvd., Suite 300
(Assignor's Address)

Lakewood, CO 80228
(City) (State) (Zip Code)

Executed this 2nd day of January, 19 90

Assignee ENRON OIL & GAS COMPANY
or (Signature)
Attorney-in-fact D. Weaver
(Signature)

#7

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—673-016/95011

600

State of Colorado

County of Jefferson

The foregoing instrument was acknowledged before me by Steven R. Dille', General Partner of Perma Land Company this 30th day of November, 1989.

Witness my hand and official seal.

My Commission Expires: May 29, 1993

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of January, 1990, 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 80202-2634

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229940

RECORDED Aug. 21 AD 90 12:25 PM
IN BOOK 86 O:G PAGE 602
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Wyoming
COUNTY OF Sublette

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Jordan R. Smith, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and PRESIDIO EXPLORATION, 5613 DTC PARKWAY, STE. 750 ENGLEWOOD, CO 80111 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

JORDAN R. SMITH

By: _____
Jordan R. Smith

ASSIGNEE:

PRESIDIO EXPLORATION INC.

ATTEST:

By: _____

_____
Secretary

Title: SR. LAND MGR.

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Jordan R. Smith.

My commission expires: May 13, 1992.

Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Stephen A. Lieberman.

My commission expires: 8-24-93.

Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 76116

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug. 24, 1993

EXHIBIT "A"

Federal 20-14
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 11: S½
Section 14: N½

Sublette County, Wyoming

Conntaining 640 acres, more or less,

Federal Lease Number W-64986

From the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-14.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229941

RECORDED Aug. 21 1990 12:46 P M
IN BOOK 86 OrG PAGE 606
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Wyoming
COUNTY OF Sublette

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Jordan R. Smith, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and AETNA PETROLEUM CORPORATION, PO BOX 17006-TA, DENVER, COLORADO 80217 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

JORDAN R. SMITH

By: _____
Jordan R. Smith

ASSIGNEE:

AETNA PETROLEUM CORPORATION

ATTEST:

By: _____

_____
Secretary

Title: President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Jordan R. Smith.

My commission expires: May 13, 1992.

Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Clive R Hadden.

My commission expires: 8-24-93.

Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth Tx 76116

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug. 24, 1993

EXHIBIT "A"

Condor Federal 30-33
Sublette County, Wyoming

Township 27 North - Range 111 West, 6th P.M.
Section 33: NW¼SW¼

Containing 40.00 acres, more or less,
in Sublette County, Wyoming

Federal Lease Number W-54137

Limited in depth from the surface of the earth to the stratigraphic equivalent of a depth of 10,044 feet as encountered in the Federal 30-33 well located in the SW¼ of Section 33, T27N-R111W, 6th P.M., Sublette County, Wyoming.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

22994**2**

RECORDED Aug. 21 1990 12:45 PM
IN BOOK 86 O&G PAGE 610
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mon Riley

STATE OF Wyoming
COUNTY OF Sublette

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Jordan R. Smith, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and RALPH L. HENDERSON, 18348 E. GLASGOW PLACE, AURORA, CO 80016 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

JORDAN R. SMITH

By: _____
Jordan R. Smith

ASSIGNEE:

ATTEST:

By: _____

_____
Secretary

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Jordan R. Smith.

My commission expires: May 13, 1992.

Margaret E. Lott
Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Ralph L Henderson.

My commission expires: 8-24-93.

Shirley B. Alexander
Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 76116

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug. 24, 1993

EXHIBIT "A"

Figure Four Canyon 11-14
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 14: NW¼

Containing 160 acres, more or less,

Federal Lease Numbers W-64986

From the surface of the earth down to the the stratigraphic equivalent of the total depth drilled in the Federal 20-14.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229943

RECORDED Aug. 21 1990 12:46 PM
IN BOOK 86 O&G PAGE 614
FEES $ 12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Wyoming
COUNTY OF Sublette

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Jordan R. Smith, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and NORTH AMERICAN RESOURCES COMPANY, 16 E. GRANITE, BUTTE, MT. 59701 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

JORDAN R. SMITH

By: _____
Jordan R. Smith

ASSIGNEE:

North American Resources Co.

ATTEST:

By: _____

_____
Secretary

Title: Land Mgr.

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Jordan R. Smith.

My commission expires: May 13, 1992.

Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Kevin J. Edwards.

My commission expires: 8-24-93.

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug. 24, 1993

Notary Public
Address: 2525 Ridgmar Blvd.
Ft. Worth, Tx 76116

EXHIBIT "A"

Walstrom Federal 30-1
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 1: SW¼
Section 2: Lot 8, NE¼SW¼, SE¼, S½SW¼
Section 12: N½NW¼
Sublette County, Wyoming

Containing 558.35 acres, more or less,

Federal Lease Number W-64985

"From the surface to the total depth of the Walstrom Federal 30-1 well located in the SW¼, Section 1, T27N-R112W."

EXHIBIT "A"

Esposito Federal 40-20
Sublette County, Wyoming

Township 28 North - Range 111 West, 6th P.M.
Section 20: E½

Containing 320.00 acres, more or less,

Federal Lease Number W-77883

From the surface to the stratigraphic equivalent of 11,490 feet as encountered in the Esposito Federal 40-20 well located in the SW¼SE¼ of Section 20, T28N-R111W.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229944

RECORDED Aug. 21 19 90 12:45 PM
IN BOOK 86 O:G PAGE 619
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

STATE OF Wyoming
COUNTY OF Sublette

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Robert L. Mehl, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and NORTH AMERICAN RESOURCES COMPANY, 16 E. GRANITE, BUTTE, MT. 59701 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

ROBERT L. MEHL

By: Robert L. Mehl
Robert L. Mehl

ASSIGNEE:

[illegible]

ATTEST:

By: [illegible]

Secretary

Title: [illegible]

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Robert L. Mehl.

My commission expires: May 13, 1992.

Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Kevin J Edwards.

My commission expires: 8-24-93.

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug. 24, 1993

Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 76116

EXHIBIT "A"

Esposito Federal 40-20
Sublette County, Wyoming

Township 28 North - Range 111 West, 6th P.M.
Section 20: E½

Containing 320.00 acres, more or less,

Federal Lease Number W-77883

From the surface to the stratigraphic equivalent of 11,490 feet as encountered in the Esposito Federal 40-20 well located in the SW¼SE¼ of Section 20, T28N-R111W.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229945

STATE OF Wyoming
COUNTY OF Sublette

RECORDED Aug. 21 1990 12:45 P M
IN BOOK 36 O & G PAGE 623
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Riley

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27 day of JULY, 1990, by and between Robert L. Mehl, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and NORTH AMERICAN RESOURCES COMPANY, 16 E. GRANITE, BUTTE, MT. 59701 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this ___ day of _____, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

ROBERT L. MEHL

By: _____
Robert L. Mehl

ASSIGNEE:

_____

ATTEST:

By: _____

_____
Secretary

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Robert L. Mehl.

My commission expires: May 13, 1992.

Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Kevin J. Edwards.

My commission expires: 8-24-93.

Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 76116

EXHIBIT "A"

Walstrom Federal 30-1
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 1: SW¼
Section 2: Lot 8, NE¼SW¼, SE¼, S½SW¼
Section 12: N½NW¼
Sublette County, Wyoming

Containing 558.35 acres, more or less,

Federal Lease Number W-64985

"From the surface to the total depth of the Walstrom Federal 30-1 well located in the SW¼, Section 1, T27N-R112W."

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

829946

STATE OF Wyoming

COUNTY OF Sublette

RECORDED Aug. 21 19 90 12:45 P M
IN BOOK 86 O:G PAGE 627
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 21st day of July, 1990, by and between Robert L. Mehl, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and RALPH L. HENDERSON, 18348 E. GLASGOW PLACE, AURORA, CO 80016 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this ___ day of _____, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

ROBERT L. MEHL

By: _____
Robert L. Mehl

ASSIGNEE:

ATTEST:

By: _____

_____
Secretary

Title: _____

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Robert L. Mehl.

My commission expires: May 13, 1992.

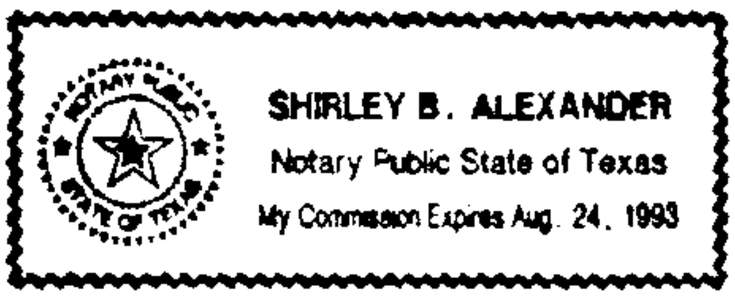


Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 31 day of July, 1990, by Ralph L. Henderson.

My commission expires: 8-24-93.



Shirley B. Alexander
Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 76116

EXHIBIT "A"

Figure Four Canyon 11-14
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 14: NW¼

Containing 160 acres, more or less,

Federal Lease Numbers W-64986

From the surface of the earth down to the the stratigraphic equivalent of the total depth drilled in the Federal 20-14.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229947

STATE OF Wyoming

COUNTY OF Sublette

RECORDED Aug. 21 1990 12:45PM
IN BOOK 86 O:G PAGE 631
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Robert L. Mehl, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and MONTCLAIR RESOURCES, 641 AIRPORT ROAD, RIO VISTA, CA 94517 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

ROBERT L. MEHL

By: _____
Robert L. Mehl

ASSIGNEE:

Montclair Resources, Inc.

ATTEST:

By: _____

_____
Secretary

Title: President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Robert L. Mehl.

My commission expires: May 13, 1992.

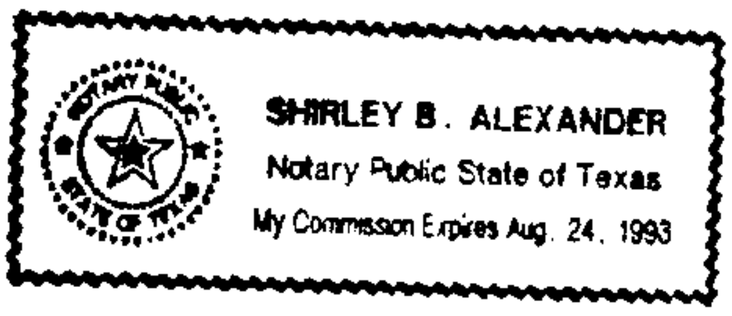


Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 31 day of July, 1990, by John K. Adams.

My commission expires: 8-24-93.



Shirley B. Alexander
Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 76116

EXHIBIT "A"

Condor Federal 30-33
Sublette County, Wyoming

Township 27 North - Range 111 West, 6th P.M.
Section 33: NW¼SW¼

Containing 40.00 acres, more or less,
in Sublette County, Wyoming

Federal Lease Number W-54137

Limited in depth from the surface of the earth to the stratigraphic equivalent of a depth of 10,044 feet as encountered in the Federal 30-33 well located in the SW¼ of Section 33, T27N-R111W, 6th P.M., Sublette County, Wyoming.

Lot 100

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229948

STATE OF Wyoming

COUNTY OF Sublette

RECORDED Aug 21 19 90 12:45 P M
IN BOOK 86 O&G PAGE 635
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Robert L. Mehl, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and PRESIDIO EXPLORATION, INC., 5613 DTC PKWY, STE. 750, ENGLEWOOD, CO 80111 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

ROBERT L. MEHL

By: Robert L. Mehl
Robert L. Mehl

PRESIDENT EXPLORATION, INC.

ASSIGNEE: Stephen A. Lieberman

STEPHEN A. LIEBERMAN

ATTEST:

By: _____

_____
Secretary

Title: Special Projects Mgr.

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Robert L. Mehl.

My commission expires: May 13, 1992.

Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Stephen A Leberman.

My commission expires: 8-24-93.

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug. 24, 1993

Shirley B. Alexander
Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 76116

EXHIBIT "A"

Hanson Federal 20-1
Sublette County, Wyoming

Township 27 North - Range 112 West
Section 1: Lots 1-4, S½N½

Containing 320.36 acres, more or less

Federal Lease Number W-67178

"From the surface to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal 20-1 well located on the above described land."

639

Lot 101

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229949

RECORDED Aug. 21 1990 12:45 P M
IN BOOK 86 oiG PAGE 639
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ruby

STATE OF Wyoming
COUNTY OF Sublette

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Robert L. Mehl, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and PRESIDIO EXPLORATION, INC. 5613 DTC PARKWAY, STE. 750 ENGLEWOOD, CO 80111 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

ROBERT L. MEHL

By: _____
Robert L. Mehl

ASSIGNEE:

Mesa Exploration, Inc.

ATTEST:

By: _____
Stephen A. Lieberman

_____
Secretary

Title: Senior Vice Pres.

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990, by Robert L. Mehl.

My commission expires: May 13, 1992.

Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

Subscribed and sworn to before me this 27 day of July, 1990, by Stephen A. Lieberman.

My commission expires: 8-24-93.

SHIRLEY B. ALEXANDER
Notary Public State of Texas
My Commission Expires Aug. 24, 1993

Shirley B. Alexander
Notary Public
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 7616

EXHIBIT "A"

Federal Lease 10-1
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S½N½

Containing 320.36 acres, more or less,
Sublette County, Wyoming

Federal Lease Number W-67178

From the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal 20-1 well located on the above described land.

ASSIGNMENT

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, P.O. Box 1188, Houston, Texas 75251-1188, hereinafter called Assignee, all of Assignor's right, title and interest in and to those certain oil and gas leases described in Exhibit "A", attached hereto and made a part hereof. 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 29th day of June, 1990.

ATTEST:

PERMA LAND COMPANY

Michelle D Knott

BY: S. Burritt Boynton
S. Burritt Boynton,
General Partner

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public in and for the said County and State, on this 29th day of June, 1990, personally appeared S. Burritt Boynton, 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:

3/12/94

Camilla S. Lynch
Notary Public
Residing at:
355 Union Blvd.
Lakewood, CO 80228

CAMILLA S. LYNCH NOTARY PUBLIC STATE OF CO

229997

RECORDED Aug. 23 19 90 2:45 P M
IN BOOK 86 of G PAGE 643
FEES $ 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

LEASE SCHEDULE

EXHIBIT "A", PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

LESSOR	LESSEE	DATE	DESCRIPTION	GROSS ACRES	RECORDING INFORMATION
Paul Logan Homer and Ruth G. Homer, husband and wife	Perma Land Company	5-22-90	Township 30 North, Range 112 West, 6th. P.M. Section 32: S½SW¼	80.00	
William Charles Christy, a married man dealing in his sole and separate property,	Perma Land Company	5-23-90	Township 30 North, Range 112 West, 6th P.M. Section 32: S½SW¼	80.00	
Kimberly Spence Christy and Pamela T. Christy, husband and wife	Perma Land Company	5-22-90	Township 30 North, Range 112 West, 6th P.M. Section 32: S½SW¼	80.00	
Cathleen Elizabeth Christy Thomas, a married woman dealing in her sole and separate property	Perma Land Company	5-22-90	Township 30 North, Range 112 West, 6th P. M. Section 32: S½SW¼	80.00	

449

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF WYOMING

COUNTY OF SUBLETTE

For value received, MARSH OPERATING COMPANY, a Texas corporation, whose address is P.O. Box 460, Dallas, Texas 75221 (Assignor) does hereby transfer, assign and convey, without warranty of title except by, through or under Assignor, to 1989 ROYALTY VENTURE, a Texas general partnership, whose address is 1999 Bryan Street, Suite 3400, Dallas, Texas 75201 (Assignee), an overriding royalty interest equal to the difference between 20% and the Existing Burdens (as hereinafter defined), as to all oil, gas and other minerals (whether similar or dissimilar) which may be produced and saved from the lands covered by the Oil and Gas Leases described herein below and any and all extensions or renewals of said leases (the "Premises").

Lse No:	WY032.0001.00
Lessor:	BLM WY W 119465
Lessee:	Beatrice A. Jones
Lse Date:	March 1, 1990
Description:	Lots 1 (36.91), 2 (36.97), 3 (37.03), 4 (37.09), NE/4 NE/4, E/2 W/2, and SE/4 of Section 18, Township 27 North, Range 106 West, Sublette County, Wyoming

Lse No:	WY032.0002.00
Lessor:	BLM WY W 119468
Lessee:	Beatrice A. Jones
Lse Date:	March 1, 1990
Description:	W/2 of Section 27 and all of Section 34, Township 28 North, Range 107 West, Sublette County, Wyoming

The phrase "Existing Burdens", as used herein, shall mean all existing royalties, overriding royalties and other such payments out of production, which are presently of record in the county set forth hereinabove, or with the governmental agency having proper jurisdiction over the Premises.

For the purposes hereof, any and all sums paid to Assignor, its successors and assigns, pursuant to or by virtue of the provisions of any gas purchase agreement which may cover any part of the Premises (whether such payments are due to gas sales, the failure or refusal of the purchaser to take gas, contract take-or-pay or take-and-pay settlements, contract price or volume buyouts or buydowns, or otherwise) shall be considered, to the extent attributable to the Premises or any part thereof, as amounts realized from the sale of gas produced and saved from the Premises, and thus subject to the overriding royalty interest herein granted.

The overriding royalty interest granted hereby shall be delivered into the pipeline or tanks to which any subject well or wells shall be connected, and shall be paid free and clear of all development, production, operating, and marketing costs and taxes, except its pro rata share of such costs and taxes which are properly chargeable against or borne by the lessor's retained royalty interest in compliance with the terms and provisions of the applicable leases.

In the event the Oil and Gas Leases described herein above cover less than the entire mineral interest in the Premises, or if the leasehold interest owned by Assignor is less than the entire leasehold interest in the Premises, then the overriding royalty herein assigned shall be proportionately reduced.

230033

RECORDED Aug 24 1990 11:00 A M
IN BOOK 86 O&G PAGE 645
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By [redacted] - Dep

[redacted]Y032

Assignor reserves the right to pool, without the consent of Assignee, any part or all of the Premises with other lands and leases into pooled units authorized by the terms and provisions of the subject Oil and Gas Leases; and if any such pooled unit is established, then the overriding royalty interest herein assigned, as to the portion of the Premises so pooled, shall be calculated and paid in accordance with the basis for allocating production from such pooled unit that is prescribed by the terms of the leases.

This Assignment is made subject to Assignee bearing, out of the interest herein conveyed, all of any overriding royalty interests in and to the Premises which may be due, or earned, pursuant to certain agreements by and between Assignor and its employees and consultants.

The terms of this Assignment shall extend to and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and shall be deemed covenants running with the Premises.

Dated this 10TH day of August, 1990.

MARSH OPERATING COMPANY

By: Scott R. Turnbull
Scott R. Turnbull,
Attorney-in-Fact

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 10th day of August, 1990, by Scott R. Turnbull, as attorney-in-fact of Marsh Operating Company, a Texas corporation.

Mary Cass Richards
Notary Public

MARY CASS RICHARDS
MY COMMISSION EXPIRES
November 15, 1992

WY032
DUNTON RANCH-20

Form 3000-3a
(June 1988)

64115-001

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-38887

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)* Coastal Oil & Gas Corporation
   Street P. O. Box 749
   City, State, ZIP Code Denver, Colorado 80201-0749

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 5th P.M. Section 4: Lot 4, SW/4NW/4, NW/4SW/4 Section 5: Lots 1,2,3, S/2N/2, NE/4SW/4, SE/4 All rights from the surface to the base of the Frontier formation, being the stratigraphic equivalent of 8,199' in the American Quasar Riley Ridge 33-24 well located in Section 33-T30N, R114W., Sublette county, Wyoming Subject to that certain Farmout contract dated October 1, 1989 by and between Amoco Production Company and Coastal Oil & Gas Corporation	50%	30%	20%	-0-	5%

230039

RECORDED Aug. 24 AD 90 3:10 P M
IN BOOK 86 O&G PAGE 647
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 AUG 0 1 1990

S /x/ JOE VIALPANDO
(Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER
(Title)

AUG 1 4 1990
(Date)

FOR ASSIGNEE

t 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.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of February, 1990, by W. R. Francis, the Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a Delaware corporation, on behalf of such corporation.

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

Shirley L. Lee

My commission expires:

2-25-1990

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 FEBRUARY, 19 90

Name of Transferor Amoco Production Company
Please type or print

Transferor or Attorney-in-fact (Signature)

P. O. Box 800
(Transferor's Address)

Denver Colorado 80201
(City) (State) (Zip Code)

APPROVED
2 MAR 25

Executed this 28th day of June, 19 90

Transferee or XXXXXXXXXX (Signature)

Coastal Oil & Gas Corporation

BY: Robert B. Holman, Jr., Vice President

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.

649

005098-000

ASSIGNMENT OF PARTIAL INTEREST IN OPERATING RIGHTS

WHEREAS, on the 1st. day of April, 1954, an agreement and partial assignment of Operating Rights was entered into by and between GENERAL PETROLEUM CORPORATION and BELCO PETROLEUM CORPORATION, whereby Belco Petroleum Corporation was granted operating rights from the surface down to a point 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, ~~an exact copy of said agreement being attached hereto and being made a part hereof:~~

Federal Lease Evanston 023969

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

Section 8: W½W½

160.00 acres

WHEREAS, on the 3rd day of February, 19 55, BELCO PETROLEUM CORPORATION assigned to DAVID C. BINTLIFF a 25% interest of all its rights, title and interest in and to said agreement and partial assignment of operating rights from GENERAL PETROLEUM CORPORATION:

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", DAVID C. BINTLIFF, does hereby bargain, sell, transfer and assign and convey unto BELCO PETROLEUM CORPORATION all of his rights, title and interest in and to said agreement and partial assignment of operating rights from GENERAL PETROLEUM CORPORATION, with respect to and only to the above described lands and subject to all of the terms and conditions of said agreement and partial assignment of operating rights.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP 23 1959, 19___.

WITNESS:

Gladys McCluskey, David C. Bintliff

David C. Bintliff

230040

"ASSIGNOR"

RECORDED Aug. 24 19 90 3:20 P M
IN BOOK 86 Of G PAGE 649
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mgc Pity

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

On this _____ day of SEP 23 1959, 19___, before me personally appeared DAVID C. BINTLIFF, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of SEP [illegible], 19___.

Notary Public

(Seal)
My Commission Expires:

[illegible]
Qualified in Bronx County
Commission Expires March 30, 1960

ASSIGNMENT OF PARTIAL INTEREST IN OPERATING RIGHTS

WHEREAS, on the 1st. day of April, 1954, an agreement and partial assignment of Operating Rights was entered into by and between GENERAL PETROLEUM CORPORATION and BELCO PETROLEUM CORPORATION, whereby Belco Petroleum Corporation was granted operating rights from the surface down to a point 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, [redacted] thereof:

Federal Lease Evanston 022239

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

Section 8: E½, E½W½

480.00 acres

WHEREAS, on the 3rd day of February, 1955, BELCO PETROLEUM CORPORATION assigned to DAVID C. BINTLIFF a 25% interest of all its rights, title and interest in and to said agreement and partial assignment of operating rights from GENERAL PETROLEUM CORPORATION:

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", DAVID C. BINTLIFF, does hereby bargain, sell, transfer and assign and convey unto BELCO PETROLEUM CORPORATION all of his rights, title and interest in and to said agreement and partial assignment of operating rights from GENERAL PETROLEUM CORPORATION, with respect to and only to the above described lands and subject to all of the terms and conditions of said agreement and partial assignment of operating rights.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP [illegible], 19___.

WITNESS:

Carolyn McCalvin

David C. Bintliff

"ASSIGNOR"

230041

RECORDED Aug. 24 1960 3:20 P M
IN BOOK 86 Or G PAGE 650
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Irene Riley

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

On this _____ day of SEP 23 1959, 19___, before me personally appeared DAVID C. BINTLIFF, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of SEP 2[illegible], 19___.

Notary Public

(Seal)

My Commission Expires:

650

07590-9

0050111 - 000

83497

AGREEMENT
AND
PARTIAL ASSIGNMENT OF OPERATING RIGHTS

THIS AGREEMENT, made this 13th day of April 1954, by and between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter called "Assignor," and BELCO PETROLEUM CORPORATION, a corporation, hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease, Serial No. Cheyenne 022833 dated November 1, 1946, covering the following described lands:

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

Sec. 8: E½, E½W½

230042

RECORDED Aug. 24 1954 3:20 PM
IN BOOK 86 Or G PAGE 651
FEES $1.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Riley and,

WHEREAS, said lease is subject to certain overriding royalties aggregating Five (5%) Per Cent of all oil gas and other hydrocarbon substances produced, saved, and sold from said above described lease and not used by the lessee in its operations on the lands covered by said lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, conditions, and agreements contained in that certain letter agreement between Assignor and Assignee dated February 19, 1954, relating to said above described lands and other lands, and subject to the provisions of said United States Oil and Gas Lease, Assignor does hereby assign to Assignee the operating rights under said United States Oil and Gas Lease in the above described lands, including the right to drill for, mine, extract, remove, and dispose of all oil and gas deposits except helium gas, down to a total stratigraphic depth of 1,500 feet above the top of the Frontier

right to make this assignment and that no default or defaults now exist under said oil and gas lease and that the same is in good standing.

6. Assignee shall have the right to surrender and relinquish the operating rights hereby assigned to Assignee at any time and from time to time with respect to all or any subdivision of the lands hereinbefore described, and be relieved from any further obligations with respect thereto, provided, that Assignee is not then in default and that such relinquishment and surrender shall be made at least sixty (60) days prior to the accrual of any obligation under said United States Oil and Gas Lease.

7. Assignee shall have the right to assign its interest and be relieved of its obligations hereunder with respect to all or any part thereof, provided such assignment is in writing and the assignee thereunder assumes the obligations of Assignee hereunder, and provided further that no such assignment shall be binding upon Assignor until a copy of such instrument of assignment, signed and acknowledged by such assignee, shall have been delivered to Assignor.

The promises, covenants, and agreements herein contained shall be binding upon the successors and assigns of the parties hereto, and shall be deemed to be covenants running with the land.

8. Assignee, in its operations hereunder, shall not discriminate against any person because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

9. This assignment shall be subject to approval by the Secretary of the Interior.

IN WITNESS WHEREOF, the parties hereto have caused this

formation, together with the right to construct and maintain operating facilities as provided in said United States Oil and Gas Lease, on the following terms and conditions:

1. Assignee agrees to assume said above described overriding royalty with respect to production obtained down to a total stratigraphic depth of 1,500 feet above the top of the Frontier formation.

2. Assignee agrees to keep and perform all of the terms and conditions of said United States Oil and Gas Lease to be kept and performed by the lessee down to a total stratigraphic depth of 1,500 feet above the top of the Frontier formation, and agrees to save and hold Assignor free and harmless from any and all claims, obligations, and liabilities arising from the holding of the operating rights herein assigned by Assignee and from the operations of Assignee on said above described lands.

3. Assignee agrees to conduct operations hereunder so as to cause as little interference with the operations of Assignor as is feasible under the circumstances.

4. Assignee agrees to pay one-half of all rentals due the United States under the terms of said United States Oil and Gas Lease to Assignor prior to the due date thereof upon receipt by Assignee of Assignor's statement therefor. Assignor shall pay initially the entire rental due to the United States and the payment herein provided to be made by Assignee shall be deemed to be a reimbursement of one-half of said amount by Assignee.

5. Assignor does not warrant the validity of said United States Oil and Gas Lease or leasehold estate or the operating rights herein assigned, but Assignor does warrant that all payments heretofore accruing under said oil and gas lease have been made and that the operating rights hereby conveyed are free and clear of all liens, charges, and incumbrances created by Assignor, that Assignor has the

[redacted] [redacted] [redacted]

instrument to be executed as of the day and year first hereinabove written.

GENERAL PETROLEUM CORPORATION

By _____
Vice President

By _____
Assistant Secretary

"Assignor"

BELCO PETROLEUM CORPORATION

By A O Selfer
President

By A M Fladen
Assistant Secretary

"Assignee"

FORM 5518 STATE OF CALIFORNIA, } ss.
County of Los Angeles }

[redacted]

ON THIS 1st day of April, 1954, before me, appeared P. C. SWAYZE and J. A. GRACE, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Assistant Secretary respectively of the GENERAL PETROLEUM CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said P. C. SWAYZE and J. A. GRACE acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Lear T. Kaetz
Notary Public in and for said County and State.

My Commission Expires Dec. 27, 1955.

R 53901

655

0759012

0050107-000

10

AGREEMENT
AND
PARTIAL ASSIGNMENT OF OPERATING RIGHTS

THIS AGREEMENT, made the 1st day of April 1954, by and between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter called "Assignor," and BELCO PETROLEUM CORPORATION, a corporation, hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, Assignor is the owner and holder of that certain United States Oil and Gas Lease, Serial No. Wyoming 0637 dated April 1, 1950, covering the following described lands:

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

Sec. 15: W½, SE¼, SW¼NE¼

230061

RECORDED Aug. 27 1990 3:45 PM
IN BOOK 86 O&G PAGE 655
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nan Riley

and,

WHEREAS, said lease is subject to certain overriding royalties aggregating Five (5%) Per Cent of all oil gas and other hydrocarbon substances produced, saved, and sold from said above described lease and not used by the lessee in its operations on the lands covered by said lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, conditions, and agreements contained in that certain letter agreement between Assignor and Assignee dated February 19, 1954, relating to said above described lands and other lands, and subject to the provisions of said United States Oil and Gas Lease, Assignor does hereby assign to Assignee the operating rights under said United States Oil and Gas Lease in the above described lands, including the right to drill for, mine, extract, remove, and dispose of all oil and gas deposits except helium gas, down to a total stratigraphic depth of 1,500 feet above the top of the Frontier

formation, together with the right to construct and maintain operating facilities as provided in said United States Oil and Gas Lease, on the following terms and conditions:

1. Assignee agrees to assume said above described over-riding royalty with respect to production obtained down to a total stratigraphic depth of 1,500 feet above the top of the Frontier formation.

2. Assignee agrees to keep and perform all of the terms and conditions of said United States Oil and Gas Lease to be kept and performed by the lessee down to a total stratigraphic depth of 1,500 feet above the top of the Frontier formation, and agrees to save and hold Assignor free and harmless from any and all claims, obligations, and liabilities arising from the holding of the operating rights herein assigned by Assignee and from the operations of Assignee on said above described lands.

3. Assignee agrees to conduct operations hereunder so as to cause as little interference with the operations of Assignor as is feasible under the circumstances.

4. Assignee agrees to pay one-half of all rentals due the United States under the terms of said United States Oil and Gas Lease to Assignor prior to the due date thereof upon receipt by Assignee of Assignor's statement therefor. Assignor shall pay initially the entire rental due to the United States and the payment herein provided to be made by Assignee shall be deemed to be a reimbursement of one-half of said amount by Assignee.

5. Assignor does not warrant the validity of said United States Oil and Gas Lease or leasehold estate or the operating rights herein assigned, but Assignor does warrant that all payments heretofore accruing under said oil and gas lease have been made and that the operating rights hereby conveyed are free and clear of all liens, charges, and incumbrances created by Assignor, that Assignor has the

right to make this assignment and that no default or defaults now exist under said oil and gas lease and that the same is in good standing.

6. Assignee shall have the right to surrender and relinquish the operating rights hereby assigned to Assignee at any time and from time to time with respect to all or any subdivision of the lands hereinbefore described, and be relieved from any further obligations with respect thereto, provided, that Assignee is not then in default and that such relinquishment and surrender shall be made at least sixty (60) days prior to the accrual of any obligation under said United States Oil and Gas Lease.

7. Assignee shall have the right to assign its interest and be relieved of its obligations hereunder with respect to all or any part thereof, provided such assignment is in writing and the assignee thereunder assumes the obligations of Assignee hereunder, and provided further that no such assignment shall be binding upon Assignor until a copy of such instrument of assignment, signed and acknowledged by such assignee, shall have been delivered to Assignor.

The promises, covenants, and agreements herein contained shall be binding upon the successors and assigns of the parties hereto, and shall be deemed to be covenants running with the land.

8. Assignee, in its operations hereunder, shall not discriminate against any person because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

9. This assignment shall be subject to approval by the Secretary of the Interior.

IN WITNESS WHEREOF, the parties hereto have caused this

instrument to be executed as of the day and year first hereinabove written.

GENERAL PETROLEUM CORPORATION

By _____
Vice President

By _____
Assistant Secretary

"Assignor"

BELCO PETROLEUM CORPORATION

By _____
President

By _____
Assistant Secretary

"Assignee"

FORM 5518 STATE OF CALIFORNIA, } ss.
County of Los Angeles }

ON THIS 1st day of April, 1954, before me, appeared R. C. SWAYZE and J. A. GRACE, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Assistant Secretary respectively of the GENERAL PETROLEUM CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said R. C. SWAYZE and J. A. GRACE acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

_____
Notary Public in and for said County and State.

My Commission Expires Dec. 27, 1955.

Federal Lease - Wyoming 0637
T. 28 N., R. 113 W., 6th. P. M., Sublette County, Wyoming

Section 15: W½, SE¼, SW¼ NE¼

520.00 acres, more or less

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter called "Assignor", BELCO PETROLEUM CORPORATION does hereby bargain, sell, convey and assign unto DAVID C. BUTTLES, twenty (20) percent (20%) of all of its rights, title and interest in and to said agreement and partial assignment of operating rights from GENERAL PETROLEUM CORPORATION, with respect to and only to the above described lands and subject to all of the terms and conditions of said agreement and partial assignment of operating rights.

IN WITNESS WHEREOF the said Assignor has signed and sealed this instrument this 3rd. day of February 1955

BELCO PETROLEUM CORP

A. M. Walker, Assistant Secretary

A. B. Belfer, President

230062

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

RECORDED Aug 27 1990 3:45PM
IN BOOK 86 OEG PAGE 659
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

On this **3rd.** day of **February** 1955, before me personally appeared A. B. BELFER and A. M. WALTER to me personally known, who being by me duly sworn did say: That they are the President and Assistant Secretary of Belco Petroleum Corporation and that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and A. M. WALTER acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this **3rd.** day of **February** 1955.

Notary VIOLET BERMAN
New York
Commission Expires March 30, 1955

Violet Berman
Notary Public

ASSIGNMENT OF PARTIAL INTEREST IN OPERATING RIGHTS

WHEREAS, on the 1st. day of April, 1954, an agreement and partial assignment of Operating Rights was entered into by and between GENERAL PETROLEUM CORPORATION and BELCO PETROLEUM CORPORATION, whereby Belco Petroleum Corporation was granted operating rights from the surface down to a point 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, [redacted]

hereof:

Federal Lease Wyoming 0637

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

Section 15: $W\frac{1}{2}$, $SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$

520.00 acres, more or less

WHEREAS, on the 3rd day of February, 1955, BELCO PETROLEUM CORPORATION assigned to DAVID C. BINTLIFF a 25% interest of all its rights, title and interest in and to said agreement and partial assignment of operating rights from GENERAL PETROLEUM CORPORATION:

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", DAVID C. BINTLIFF, does hereby bargain, sell, transfer and assign and convey unto BELCO PETROLEUM CORPORATION all of his rights, title and interest in and to said agreement and partial assignment of operating rights from GENERAL PETROLEUM CORPORATION, with respect to and only to the above described lands and subject to all of the terms and conditions of said agreement and partial assignment of operating rights.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this _____ day of SEP 28 1959, 19___.

WITNESS:

David C. Bintliff

"ASSIGNOR"

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

On this _____ day of SEP [illegible], 19___, before me personally appeared DAVID C. BINTLIFF, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of [illegible], 19___.

Notary Public

[illegible] ROSENBAUM
Notary Public, State of New York
No. 03-8654123
Qualified in Bronx County
Commission Expires March 30, 1960

My Commission Expires:

230063

RECORDED Aug 27 AD 90 3:45 P M
IN BOOK 86 O&G PAGE 660
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

661

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 198

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

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

Lease Serial No.
EV-025440

03-01-50

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Enron Oil & Gas Company (Successor in Interest
thru merger with Belco Development Corp.)
P. O. Box 1188
Houston, TX 77251

*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, 6TH P.M.					
Tract 1: Section 7 - E2SE Section 18 - N2NE	100%	100%	0%	0%	3%
Containing 160.00 acres, more or less, in Sublette County, Wyoming					
Tract 2: Section 7 - NE, W2SE Section 18 - SE, S2NE					
Zone 1 - surface to base of Mesaverde formation	80%	80%	0%	0%	3%
Zone 2 - below base of Mesaverde formation	100%	100%	0%	0%	3%
Containing 480.00 acres, more or less, in Sublette County, Wyoming					

230080

RECORDED Aug 28 1990 7:16 AM
IN BOOK 86 O&G PAGE 661
FEES 8.00 Mary L. Lankford
SUBLETTE COUNTY CLERK
By: Mary Lankford

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 - 1990

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 5 1990
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

FOR ASSIGNEE

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 assigned to the sublessee.

PAPERWORK REDUCTION ACT STATEMENT

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

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

3. Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

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

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

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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

PLEASE RETURN TO:

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188
#1837
ATTN: LAND ADMINISTRATION

430

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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.

r 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 e to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

ertify 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 18 day of May, 1990
but effective July 29, 1983.

Name of Transferor BELCO PETROLEUM CORPORATION
Please type or print

Transferor
or
Attorney-in-fact Robert J. Hermann, Vice President - Tax
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18 day of May, 1990
but effective July 29, 1983.

ENRON OIL & GAS CO. (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORPORATION)

Transferee
or
Attorney-in-fact Quincy T. Hinton, Jr.
(Signature)

Quincy T. Hinton, Jr.
Attorney-in-Fact

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 TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared QUINCY T. HINTON, JR. known to me to be the person whose name is subscribed to the foregoing instrument as Agent & Attorney-in-Fact for ENRON OIL & GAS COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 1990.

Carrie Stevens
Notary Public within and for the
State of Texas

My Commission Expires:

2-9-92

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J. HERMANN known to me to be the person whose name is subscribed to the foregoing instrument as Vice President - Tax for BELCO PETROLEUM 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 UNDFR MY HAND AND SEAL OF OFFICE this 18th day of May, 1990.

Carrie Stevens
Notary Public within and for the
State of Texas

My Commission Expires:

2-9-92

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 198

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

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

Lease Serial No.
EV-025440-A

03-01-50

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Enron Oil & Gas Company (Successor in Interest thru merger with Belco Development Corp.)
P. O. Box 1188
Houston, TX 77251

*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, 6TH P.M.					
Section 19 - E2					
Zone 1 - surface to base of Mesaverde formation	80%	80%	0%	0%	3%
Zone 2 - below base of Mesaverde formation	100%	100%	0%	0%	3%

Containing 320.00 acres, more or less, in Sublette County, Wyoming

230081

RECORDED Aug 28 1990 3:15 P M
IN BOOK 86 O&G PAGE 664
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Kelly

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 - 1990

By /s/ PAMELA J. LEWIS (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

JUL 5 1990 (Date)

Tear — FOR ASSIGNEE — Tear

PART C: GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

0050284-000

PAPERWORK REDUCTION ACT STATEMENT

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

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

3. Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

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

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

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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

PLEASE RETURN TO:

ENRON OIL & GAS CO
P. O. BOX 1188
HOUSTON, TX 77251-1188
41837
ATTN: LAND ADMINISTRATION

#30

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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.

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.

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.

eothermal 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 o the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

ify 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.

uted this 18 day of May, 19 90
effective July 29, 1983.

of Transferor BELCO PETROLEUM CORPORATION
(Please type or print)

feror
Robert J. Hermann,
Vice President - Tax
s-in-fact
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18 day of May, 1990
but effective July 29, 1983.

Transferee
ENRON OIL & GAS CO. (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORPORATION)

or
Attorney-in-fact
(Signature)
Quincy T. Hinton, Jr.
Attorney-in-Fact

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 s or representations as to any matter within its jurisdiction

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared QUINCY T. HINTON, JR. known to me to be the person whose name is subscribed to the foregoing instrument as Agent & Attorney-in-Fact for ENRON OIL & GAS COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 1990.

Carrie Stevens
Notary Public within and for the
State of Texas

My Commission Expires:

2-9-92

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J. HERMANN known to me to be the person whose name is subscribed to the foregoing instrument as Vice President - Tax for BELCO PETROLEUM 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 18th day of May, 1990.

Carrie Stevens
Notary Public within and for the
State of Texas

My Commission Expires:

2-9-92

667

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-05751-A

06-01-51

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Enron Oil & Gas Company (Successor in Interest
thru merger with Belco Development Corp.)
P. O. Box 1188
Houston, TX 77251

*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, 6TH P.M.					
Section 19: Lots 1, 2, 3, 4, E2W2					
Zone 1 - surface to base of Mesaverde formation	80%	80%	0%	0%	3%
Zone 2 - below base of Mesaverde formation	100%	100%	0%	0%	3%
containing 263.89 acres, more or less, in Sublette County, Wyoming					

230082

RECORDED Aug 28 1990 3:15 P M
IN BOOK 86 O&G PAGE 667
FEES 8.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Kelly

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 - 1990

By /s/ DANIEL [illegible]
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 5 1990
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

FOR ASSIGNEE

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.

[redacted] [redacted] [redacted]

PAPERWORK REDUCTION ACT STATEMENT

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

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

3. Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

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

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

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

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

PLEASE RETURN TO:

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188
ATTN: LAND ADMINISTRATION

LF-1839

W3A

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 18th day of May, 1990
but effective July 29, 1983.
Name of Transferor BELCO PETROLEUM CORPORATION
(Please type or print)
Transferor R H Hermann
or
Attorney-in-fact Robert J. Hermann,
Vice President - Tax
(Signature)
P. O. Box 1188
(Transferor's Address)
Houston, TX 77251
(City) (State) (Zip Code)

Executed this 18th day of May, 1990
but effective July 29, 1983.
ENRON OIL & GAS CO. (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORPORATION)
Transferee
or
Attorney-in-fact Quincy T. Hinton
(Signature)
Quincy T. Hinton, Jr.
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 TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared QUINCY T. HINTON, JR. known to me to be the person whose name is subscribed to the foregoing instrument as Agent & Attorney-in-Fact for ENRON OIL & GAS COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of May, 1990.

My Commission Expires:

2-9-92

Notary Public within and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J. HERMANN known to me to be the person whose name is subscribed to the foregoing instrument as Vice President - Tax for BELCO PETROLEUM 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 18th day of May, 1990.

My Commission Expires:

2.9.92

Notary Public within and for the
State of Texas

[redacted] [redacted] [redacted]

QUIT CLAIM AND SURRENDER

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Chandler & Associates, Inc., 1860 Lincoln, Suite 770, Denver, Colorado 80203, 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 surrender, remise, release, convey and forever quit claim to Enron Oil & Gas Company, 1801 California St., Suite 3400, Denver, Colorado 80202-2634, all of the right, title, interest, claim and demand of the undersigned in and to the following described lands:

Township 27 North, Range 113 West
Section 36: E/2NE/4, SW/4NE/4, SW/4SW/4,
E/2SW/4, W/2SE/4, NE/4SE/4
Sublette County, Wyoming

Executed this 22ND day of ~~June~~ August, 1990, but effective November 15, 1973.

ATTEST:

CHANDLER & ASSOCIATES, INC.

BY: [signature]

TITLE: Secretary

BY: [signature]

TITLE: President

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22ND day of August, 1990, by Collis P. Chandler, Jr., the President of Chandler & Associates, Inc.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires June 21, 1992

[signature]
Notary Public Anna Marie Preston

230115

7548D

RECORDED Aug. 31 AD 90 10:32 AM
IN BOOK 86 O&G PAGE 670
FEES $4.00 Mary L. Lenkford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

671

10114

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

230140

STATE OF Wyoming
COUNTY OF Sublette

RECORDED Sept. 4 IN 90 1:00 P M
IN BOOK 86 O&G PAGE 671
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

This Assignment of Oil and Gas Leases and Bill of Sale and Conveyance is made and entered into this 27th day of July, 1990, by and between Robert L. Mehl, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and JEN-SON OIL, 127 LEXINGTON DRIVE, BILLINGS, MT 59102 (hereinafter referred to as Assignee).

NOW, THEREFORE, in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration paid it, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, and CONVEYS unto Assignee all of Assignor's right, title and interest in and to those Oil and Gas Leases described in Exhibit "A", attached hereto and by reference made a part hereof, including all of Assignor's right, title and interest in any and all equipment, materials, fixtures, facilities or personal movable or immovable property associated therewith, INSOFAR ONLY as said leases and wells are shown on Exhibit "A".

Together with an identical interest, to the extent Assignor may lawfully assign same, all of Assignor's right, title and interest in and to the property and rights incident, and to the extent attributable to the leases and the lands covered thereby or unitized therewith, including, without limitation (1) all presently existing pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by State Regulatory Agencies, (2) all presently existing Operating Agreements and all other contracts, (3) all personal property, easements, permits, surface leases, servitudes and rights-of-way situated upon or used or useful or held for future use directly in connection with the development of the Oil and Gas Leases for the drilling of wells, or the production, treating, storing or transportation of oil, gas or other hydrocarbons or minerals, including, but not by way of limitation, all wells, storage facilities, processing plants, power stations, pipelines, power lines, telephone and telegraph lines, roads and other appurtenances.

To have and to hold the above described interests, together with all and singular, the rights and privileges in anywise appertaining thereto, unto Assignee and its successors and assigns forever.

Assignor expressly disclaims all warranty as to the fitness for particular purposes of all personal property, equipment and improvements covered by this Assignment, and such property is conveyed "as is" and "where is" and Assignor disclaims any expressed or implied warranty or conformity to modes or sample of materials.

Assignor represents that it has good right and authority to convey the interests described herein, and that all rentals, royalties or any other payments due under the terms of said leases have been timely made, and that the leasehold estate and all personal property situated on said leases are free and clear of liens and encumbrances, and Assignor agrees to warrant and defend the title to said leases against all persons claiming or to claim an interest therein, by, through and under the acts of Assignor, but not otherwise.

Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities attributable to the interest conveyed hereby.

Executed this 27th day of July, 1990, but effective as of the 1st day of August, 1990, at 7:00 a.m.

ASSIGNOR:

ROBERT L. MEHL

By: Robert L. Mehl
Robert L. Mehl

ASSIGNEE:

X JEN-SCO OIL

ATTEST:

By: Tom Cupp

Title: President

Secretary

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 26th day of July, 1990 and acknowledged by Robert L. Mehl.

My commission expires: May 13, 1992.



Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

STATE OF MONTANA)
) ss.
COUNTY OF YELLOWSTONE)

Subscribed and sworn to before me this 21st day of August, 1990 and acknowledged by Tom Croft.

My commission expires: March 10, 1992.



Notary Public
Address: Billings, Montana

EXHIBIT "A"

Federal 20-14
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 11: S½
Section 14: N½

Sublette County, Wyoming

Conntaining 640 acres, more or less,

Federal Lease Number W-64986

From the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-14.

675

CONVEYANCE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT **SANTA FE BRAUN INC.**, successor in interest to C. F. Braun & Co., a Delaware corporation, of Two Galleria Tower, Suite 1100, 13455 Noel Road, Dallas, Texas 75240-6620, 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, assign, convey and set over unto **SANTA FE MINERALS, INC.**, a Wyoming corporation, of Two Galleria Tower, Suite 1100, 13455 Noel Road, Dallas, Texas 75240-6620, hereinafter referred to as "Assignee", all of Assignors' right, title and interest in and to all oil and gas leases, mineral and fee interests and other properties, including any reversionary or redemption rights to which such assigned interest may be subject, described in Exhibit "A", attached to and made a part hereof, subject to all burdens, reversionary rights, restrictions, reservations, obligations or other limitations which may affect said properties.

Assignor, for same consideration recited above, does hereby assign and convey unto Assignee all of Assignors' right, title and interest in and to all of the wells, facilities, equipment and other fixtures or personal property located on said properties or used in connection therewith, as well as all agreements, contracts, patents, copyrights, causes of action, licenses, rights-of-way, permits, structures, fixtures or other improvements, as well as any equipment, materials, products or property, including any reversionary or redemption rights to which such assigned interest may be subject.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF this Conveyance is executed this 7th day of June, 1990, to be effective as of 11:59 p.m. on the 30th day of June, 1990.

ASSIGNOR:

SANTA FE BRAUN INC., successor in interest to C. F. Braun & Co.

D. A. Hatcher
Attorney-in-Fact

ASSIGNEE:

SANTA FE MINERALS, INC.

D. A. Hatcher
Senior Vice President-Exploration

SANTA FE MINERALS, INC. ATTEST CORPORATE SEAL WYOMING

C. Mann
Assistant Secretary

230209

RECORDED Sept. 10 19 90 10:45 A.M.
IN BOOK 86 OPG PAGE 675
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CONVWY/BKE:s

STATE OF TEXAS }
}ss.
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of June, 1990, personally appeared **D. A. HATCHER**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing as the **ATTORNEY-IN-FACT** of **SANTA FE BRAUN INC., successor in interest to C. F. Braun & Co.**, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

SUSAN L. COPELAND
Notary Public, State of Texas
My Comm. Expires 7/31/92

Susan L Copeland
Notary Public

STATE OF TEXAS }
}ss.
COUNTY OF DALLAS }

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 7th day of June, 1990, personally appeared **D. A. HATCHER**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing as the **SENIOR VICE PRESIDENT-EXPLORATION** of **SANTA FE MINERALS, INC.** and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires:

SUSAN L. COPELAND
Notary Public, State of Texas
My Comm. Expires 7/31/92

Susan L Copeland
Notary Public

CONVWY/BKE:s

EXHIBIT "A "

ATTACHED TO AND MADE A PART OF THAT CERTAIN CONVEYANCE BETWEEN SANTA FE BRAUN INC., AS ASSIGNOR, AND SANTA FE MINERALS, INC., AS ASSIGNEE, AND EFFECTIVE AS OF 11:59 P.M. ON THE 30TH DAY OF JUNE, 1990.
THE OIL AND GAS LEASE SET FORTH BELOW UNDER SUBJECT OIL AND GAS INTERESTS DESCRIBE LANDS SITUATED IN SUBLETTE COUNTY, WYOMING.

SUBJECT OIL AND GAS INTERESTS

LEASE NUMBER : 61185

LESSOR: WYOMING 66-5165
LESSEE: ETTA MANDEL
LEASE DATE: 03/02/66
DESCRIPTION: T-028N R-114W SEC-0016
ALL
RIGHTS LIMITED FROM SURFACE TO 100' BELOW TD OF 2-16 WELL

RECORDING
DATA: BOOK ; PAGE ; ENTRY

[redacted]

Please return to [redacted]
Mobil Exploration & Producing U.S. Inc.
Attn: Property Administration
P.O. Box 650232
Dallas, TX 75265-0232

[redacted]

LEASE NO. WY-5356

RELEASE OF OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That MOBIL OIL CORPORATION, authorized to transact business in the State of Wyoming, does hereby release, remise, and relinquish unto the owners entitled thereto, their heirs, administrators, successors and assigns all of its right, title and interest in and to that certain Oil and Gas Lease dated the 1st day of May, 1980, executed by United States of America (Serial #W-67198), as Lessor, to Dale R. Cumberford, as Lessee, said lease being recorded in Book 59, Page 49, Official Records of Sublette County, Wyoming, and covering the following described land situated in Sublette County, State of Wyoming, to wit:

Township 31 North, Range 115 West
Section 11: NE/4

IN WITNESS WHEREOF, MOBIL OIL CORPORATION, has caused these presents to be duly executed on this the 24th day of August, 1990.

230248

RECORDED Sept. 13 19 90 11:15 A M
IN BOOK 86 OF G PAGE 678
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

MOBIL OIL CORPORATION

BY: E.C. Hixson
Attorney-in-Fact

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On August 24, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E.C. Hixson, known to me to be the person whose name is subscribed to the within instrument as an attorney-in-fact of MOBIL OIL CORPORATION, and acknowledged to me that he subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his own name as attorney-in-fact.

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

B. S. STEPHENS
Notary Public
STATE OF TEXAS
My Comm. Exp. MAY 23, 1993

B. S. Stephens
Notary Public in and for said County & State

My commission expires 5-23-93.

THIS INSTRUMENT WAS PREPARED BY MOBIL EXPLORATION & PRODUCING U.S. INC., P.O. BOX 650232, DALLAS, TX 75265-0232. DENVER, CO 80217.

CONVEYANCE, ASSIGNMENT AND DEED

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

WHEREAS, M. B. RUDMAN and wife, JOSEPHINE RUDMAN, acting by and through their true and lawful attorney-in-fact, SHERRAL GOODWIN (pursuant to power and authority granted in "Special Power of Attorney", dated June 26, 1990, recorded in Volume 90125 at Page 2473 of the Deed Records of Dallas County, Texas), herein called "Grantors", whose address is 4700 First City Center, 1700 Pacific Avenue, Dallas, Texas 75201-4670, are the owners of the certain surface estates, mineral interests, royalty interests, overriding royalty interests, oil, gas and mineral leases, interests in oil, gas and mineral leases, production payment interests, operating rights and other properties and interests described in Exhibit "A", attached hereto and made a part hereof, covering and affecting the lands described in Exhibit "A".

NOW, THEREFORE, Grantors, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to them in hand paid by THE RUDMAN PARTNERSHIP, herein called "Grantee", whose address is 4700 First City Center, 1700 Pacific Avenue, Dallas, Texas 75201-4670, the receipt and sufficiency of which is hereby confessed and acknowledged, do hereby grant, bargain, sell, assign, transfer, set over and convey unto Grantee all of their right, title and interest in those properties and interests described in said Exhibit "A", together with all personal property used or obtained in connection therewith and appurtenances pertaining thereto; and for the same consideration Grantors do hereby grant, bargain, sell, assign, transfer, set over and convey unto Grantee any other surface estates, interest in minerals, royalties, production payments, overriding royalties and leaseholds in the above referenced County and State and all of Grantors' interest in personal property obtained in connection therewith and all related agreements, licenses, franchises, rights and permits relating thereto.

JOSEPHINE RUDMAN, wife of said M. B. RUDMAN, acting by and through her attorney-in-fact, SHERRAL GOODWIN, and in consideration aforesaid, does hereby join in the execution of this conveyance and does hereby waive, release, surrender, relinquish and convey unto THE RUDMAN PARTNERSHIP, all of her right, title and interest, claim to dower, homestead and life estate, in and to the interests and lands described in said Exhibit "A" and agreements and rights related thereto.

Grantors do not warrant title to any of the above described interests or to the lands covered hereby. This conveyance is made and accepted without warranties of any kind, express or implied.

TO HAVE AND TO HOLD the aforesaid premises together with all and singular, the rights and appurtenances thereto, in anywise belonging, to Grantee, its successors and assigns forever.

EXECUTED this 27th day of AUGUST, 1990, but effective as of 7:00 a.m. JULY 1, 1990.

WITNESSES:

Linda Sanders

Sueta McFarland

M. B. RUDMAN and wife, JOSEPHINE RUDMAN by their Attorney-in-Fact:

Sherral Goodwin
SHERRAL GOODWIN

This instrument was prepared by W. R. (Trey) Sibley, III, Attorney.

230254

RECORDED Sept. 13 19 90 1:15 P M
IN BOOK 86 O&G PAGE 679
FEES $ 12.75 Mary L. Lankford COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE, WYOMING [redacted]

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me by SHERRAL GOODWIN, as Attorney-in-Fact for M. B. RUDMAN and wife, JOSEPHINE RUDMAN, this 27th day of August, 1990.

WITNESS my hand and official seal.

Kerry Widdick
Notary Public in and for the
State of Texas

EXHIBIT A
PROPERTY SCHEDULE
(Attached to that Assignment from
M B Rudman, et ux, to The Rudman Partnership)

PROSPECT: GEN CONTROL WY M1615.49
COUNTY: SUBLETTE
STATE: WYOMING

FILE NO.	LEASE/DEED DATE	LESSOR/GRANTOR NAME	RECORDING VOL.	PAGE	TOWNSHIP RANGE	SECTION	DESCRIPTION
M1328.01	08/31/81	GLYNDON HOMER SPENCE et a	1 MD,	451	30N 114W	27	S/2 SW/4
						34	NE/4 NW/4
M1646.01	09/18/81	MAY K SCHWABACHER et al	78,	73	36N 112W	1	LOTS 1, 2, S/2 NE/4, SE/4 SW/4
						12	NW/4 NE/4, ALL NW/4 NW/4 & E/2 W/2 LYING EAST OF CENTER LINE OF STATE HIGHWAY NO. 187 (ALSO U.S. HWY 187- 189)
						13	ALL E/2 NW/4 LYING EAST OF CENTER LINE OF STATE HIGHWAY NO. 187 (ALSO U.S. HWY 187-189), LESS TRACT ON N/SIDE
						25	SE/4 NE/4, LESS 0.09 ACRES IN SW/c
					36N 111W	19	SE/4 SW/4, SW/4 NE/4, W/2 SE/4
						30	LOTS 1, 2, NE/4 NW/4
					35N 111W	8	SW/4 SE/4
						17	SE/4 NE/4, W/2 NE/4, SE/4
						20	SE/4 NW/4, E/2
						21	N/2, SW/4
						28	NW/4
						29	E/2 NW/4, NE/4
					34N 111W	36	S/2, LESS 4 ACRE MOUNT OLIVET CEMETERY 1273 FEET N OF SE/c AND 0.05 ACRE TRACT IN SE PART
					34N 110W	29	S/2 S/2, ALL NW/4 SE/4 & N/2 SW/4 LYING SOUTH OF CENTERLINE OF U.S. HIGHWAY 187
						30	SE/4, ALL S/2 NE/4 LYING SOUTH OF U.S. HIGHWAY 187
						31	LOTS 1, 2, 3, 4, E/2 W/2, E/2
						32	N/2 N/2, S/2 NW/4, SW/4 NE/4, E/2 SW/4, W/2 SE/4, NE/4 SE/4
						33	NW/4, SW/4 NE/4, N/2 SW/4, NW/4 SE/4, SE/4 SE/4
					33N 110W	5	LOTS 1, 2, 3, 4, SW/4 NW/4, NW/4 SW/4, SE/4 NW/4, NE/4 SW/4, S/2 SW/4
						6	LOTS 1, 2, 3, S/2 NE/4, SE/4
						7	NE/4 NE/4
						8	N/2 NW/4

681

RETURN TO
[redacted] G. McAlister
P. O. Box 3735
Edmond, Oklahoma 7308[illegible]
(405) 359-[illegible]

Mail Lease Infor. To:
Reisig
335 Elm Cir
Shattuck OK

QUITCLAIM MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

That Ted C. Reisig, a single person, of Shattuck, Oklahoma hereinafter called Grantor, (whether one or more) for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell, convey, transfer, assign and deliver unto Ted C. Reisig, Trustee of the Ted C. Reisig 1989 Revocable Trust under Agreement dated the 22nd day of May, 1989, Box 335, Shattuck, Oklahoma 73858, hereinafter called Grantee (whether one or more) all of Grantor's right, title, interest, estate, and every claim and demand both at law and in equity, in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Sublette County, State of Wyoming, to-wit:

Unitized land and serial number W-69890
Lots 1, 2, 3, 4, W/2 E/2, W/2, Sec. 36, T. 30 N., R. 115 W., 6th PM, Sublette County, Wyoming

"CONSIDERATION LESS THAN $100 - NO DOCUMENTARY STAMPS REQUIRED"

together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the land described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD The above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Grantee herein its successors and assigns forever.

WITNESS my hand this 17 day of AUGUST, 19 90.

Ted C. Reisig

230272

RECORDED Sept. 14 IN 90 3:30 P M
IN BOOK 86 O&G PAGE 682
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

682

STATE OF OKLAHOMA)
) SS:
COUNTY OF Oklahoma)

INDIVIDUAL ACKNOWLEDGEMENT

Before me, the undersigned, a Notary Public in and for said County and State on this 17th day of August, 1990, personally appeared Ted C. Reisig, a single person, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Phyllis B. Murphree
Notary Public

My Commission Expires:

March 10, 1994

(SEAL)

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

00080

Serial No.
WYW121663

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 JOHN P. STRANG
   Street 35 SUTTON PLACE
   City, State, Zip Code NEW YORK, NY 10022 - 2464

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-9008-416 *Sale Date (m/d/y) 8 / 7 / 90
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	State	County

230352

RECORDED Sept. 18 1990 2:45P M
IN BOOK 86 O&G PAGE 684
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

Total acres applied for 240.00
Amount remitted: Filing fee $ $75.00 Rental fee $ 360.00 Total $ 435.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

Total acres in lease _____
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

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

Type and primary term of lease:

X Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

AUG 30 1990 (Date)

EFFECTIVE DATE OF LEASE SEP 01 1990

FOR LESSEE

(Continued on reverse)

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens; a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located, (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of AUG 8 - 1990, 19 ____

Will Beauty

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00,
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%,
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall, pay when due all taxes legally assessed and levied under laws of the State or the United States, accord all employees complete freedom of purchase, pay all wages at least twice each month in lawful money of the United States, maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

- U.S. GOVERNMENT PRINTING OFFICE : 1988 - 201-964 - 415, 84760

WYW121663

WYW121663 240.000 Acres
T.028ON, R.105OW, 06th PM, WY
sec. 008 S2NE;
009 N2SW;
015 E2SW;
Sublette County

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.

WYW121663

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.

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.

WYW121663

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 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.

CONVEYANCE AND ASSIGNMENT BY TRUSTEE IN BANKRUPTCY

WHEREAS, an Order Confirming Sale was entered in the above-referenced bankruptcy case on August 3, 1990, pursuant to which the undersigned trustee was authorized and directed by the United States Bankruptcy Judge to execute a conveyance of property to Hawthorn Oil Company, and

WHEREAS, the property which the Trustee was ordered to convey is the following:

> Hawthorn Oil Company Federal Lease #21-19, $NE^{1}/_{4}NW^{1}/_{4}$, Section 19, T29N, R112W, Sublette County, Wyoming (the "well"), including, without limitation, all right, title, and interest of Kenneth Keith Farmer in the said well, production equipment, and Federal Oil and Gas Lease W-71276.

NOW, THEREFORE, Cherie Shelton Norman, the undersigned Trustee in bankruptcy of the above-referenced case, does hereby convey, sell, and assign to Hawthorn Oil Company all of Kenneth Keith Farmer's right, title, and interest of whatever kind and nature in and to the above-described property, including, but not limited to, past, present, and future income, revenues, and distributions therefrom.

230330

DATED this 12th day of September, 1990.

RECORDED Sept. 20 1990 2:40 PM
IN BOOK 86 of G PAGE 690
FEES Rec Mtg & Lnkfee COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Doty

Cherie Shelton Norman, Trustee in Bankruptcy

STATE OF WYOMING)
) SS:
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 12th day of September, 1990, by Cherie Shelton Norman as trustee in bankruptcy in the case of Kenneth Keith Farmer, Case No. 87-05425-A, in the United States Bankruptcy Court for the District of Wyoming.

Witness my hand and official seal.

Notary Public

My Commission Expires: September 22, 1993

690

691

Goat Hill 50028-000

DEPARTMENT OF THE INTERIOR

UNITED STATES GENERAL LAND OFFICE

WASHINGTON, D. C.

- - - - - -

IN THE MATTER OF U.S. OIL AND GAS LEASE)
BEARING SERIAL NO. Wyoming 06206)
COVERING THE HEREINAFTER DESCRIBED LANDS IN) ASSIGNMENT OF ROYALTY INTEREST
THE COUNTY OF Sublette)
STATE OF Wyoming .)

- - - - - - - - - - -

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of May 1, 1951, the United States of America issued unto W. Russell Hull, as Lessee, that certain U. S. Oil and Gas Lease bearing Serial No. Wyo. 06206, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

230414

T. 30 N., R. 113 W., 6th P.M., Wyoming

RECORDED Sept. 27 1990 3:10 PM
IN BOOK 86 O1 G PAGE 691
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Nora Riley

Section 21: All (and other lands not included in this assignment)

640.00 acres and,

WHEREAS, Clarence I. Justheim and J. H. Morgan, Sr. the present owner and holder of a 1/4 of 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 good and valuable consideration, the receipt of which is hereby acknowledged, Clarence I. Justheim and J. H. Morgan, Sr. ~~do~~ does hereby set over, transfer and assign unto ~~BELCO PETROLEUM CORPORATION~~, subject to the approval of the Secretary of the Interior, an undivided one-half of one % overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid ~~described~~ lands, under and pursuant to said Oil and Gas Lease, ~~divided as follows:~~

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this ~~30th~~ day of ~~September~~, 19 53.

J. H. Morgan Sr.
Clarence I. Justheim

STATE OF ~~UTAH~~)
) SS.
COUNTY OF ~~SALT LAKE~~)

On this ~~30th~~ day of ~~September~~ 19 53, personally appeared before me, the undersigned Notary Public in and for said County and State, ~~CLARENCE I. JUSTHEIM AND J. H. MORGAN, SR.~~, the signer of the above instrument, who duly acknowledged to me that he executed the same.

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

NOTARY PUBLIC SALT LAKE CITY UTAH

Kathryn C. Bradford
Notary Public in and for said
County and State

My commission expires:

~~April 21, 1957~~

[redacted] [redacted] [redacted]

"ASSIGNMENT AND BILL OF SALE"

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 consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, D&R Energy Program 1979 MY&YE, whose address is 6024 Medicine Lake Road, Minneapolis, Minnesota 55422 (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

230424

RECORDED Sept. 28 1990 9:20 A M
IN BOOK 86 O;G PAGE 692
FEES $24.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

692

(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").

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 August 1, 1990, 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 January 1, 1990 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 17th day of September, 1990, but shall be effective as of January 1, 1990, at 12:01 a.m., Mountain Standard Time.

ASSIGNEE:

ENRON OIL & GAS COMPANY

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

ASSIGNOR:

D&R ENERGY PROGRAM 1979

By: Darryl P. Ekstrom
Title: President - Questex Energy Inc., General Partner

ASSIGNOR:

D&R ENERGY PROGRAM 1979 YE

By: Darryl P. Ekstrom
Title: President - Questex Energy Inc., General Partner

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of [illegible], 1990, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

2-24-91
My Commission Expires

Rita J. Libro
Notary Public Rita J Libro

Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

RITA J. LIBRO NOTARY PUBLIC STATE OF CO

ACKNOWLEDGEMENT

STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 17th day of September, 1990, by Darryl P. Ekstrom as President of Questex Energy Inc.

Witness my hand and official seal.

Robert A. Smith
Notary Public

My Commission Expires

Address: _____

_____

ROBERT A. SMITH
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
My commission expires 6-26-96

9054H

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated September 17, 1990, by and between D&R Energy Program 1979 MY&YE, as Assignor and Enron Oil & Gas Company, as Assignee.

LEASE NUMBER	LEGAL DESCRIPTION	D&R ENERGY PROGRAM 1979 MY&YE WORKING INTEREST	NET REVENUE INTEREST
W-68116	Township 26 North, Range 111 West Section 4: Lots 1, 2, 3, 4, S/2N/2 Section 10: S/2N/2 Sweetwater County, Wyoming	To All Depths: 3.433700%	To All Depths: 2.764129%
	Section 4: SW/4 Sweetwater County, Wyoming	To All Depths: 6.867500%	To All Depths: 5.218010%
W-63490	Township 27 North, Range 111 West Section 32: NW/4, N/2SW/4, Lot 2 Sublette County, Wyoming	To 9,786 feet: 5.150612%	To 9,786 feet: 3.811450%
W-59776	Township 27 North, Range 111 West Section 20: NE/4SW/4 Sublette County, Wyoming	To All Depths: 3.433700%	To All Depths: 2.764129%
W-68117	INSOFAR AS SAID LEASE COVERS: Township 27 North, Range 111 West Section 20: NW/4SW/4, S/2SW/4, NW/4, SE/4 Sublette County, Wyoming	To All Depths: 3.433700%	To All Depths: 2.764129%
W-54137	INSOFAR AS SAID LEASE COVERS: Township 27 North, Range 111 West Section 17: SE/4 Section 20: NE/4 Sublette County, Wyoming	To 10,150 feet: 4.120490%	To 10,150 feet: 3.316990%
W-62117	INSOFAR AS SAID LEASE COVERS: Township 27 North, Range 111 West Section 28: NW/4, N/2SW/4, SE/4SW/4 Sublette County, Wyoming	To 10,306 feet: 4.687500%	To 10,306 feet: 3.468750%
W-68454	Township 27 North, Range 111 West Section 28: SW/4SW/4 Sublette County, Wyoming	To 10,306 feet: 4.687500%	To 10,306 feet: 3.468750%

9152H

EXHIBIT "A-1"

Attached to and made a part of that certain Assignment and Bill of Sale dated September 17, 1990, by and between D&R Energy Program 1979 MY&YE, as Assignor and Enron Oil & Gas Company, as Assignee.

WELL NAME	LOCATION	D&R ENERGY PROGRAM 1979 MY&YE WORKING INTEREST	NET REVENUE INTEREST
Energetics 30-4	SW/4 Section 4 T26N-R111W Sweetwater County, WY	6.867500% BPO 3.433700% APO	5.150612% BPO 2.764162% APO
*Energetics 40-17	SE/4 Section 17 T27N-R111W Sublette County, WY	4.738563%	3.814540%
Energetics 10-20	NW/4 Section 20 T27N-R111W Sublette County, WY	3.433700%	2.764162%
**Energetics 20-20	NE/4 Section 20 T27N-R111W Sublette County, WY	4.672935%	3.761700%
Energetics 30-20	SW/4 Section 20 T27N-R111W Sublette County, WY	3.433700%	2.764160%
Energetics 40-20	SE/4 Section 20 T27N-R111W Sublette County, WY	3.777116%	2.974479%
Energetics 10-28	NW/4 Section 28 T27N-R111W Sublette County, WY	4.687500%	3.468750%
Energetics 30-28	SW/4 Section 28 T27N-R111W Sublette County, WY	4.687500%	3.468750%
Energetics 10-32	NW/4 Section 32 T27N-R111W Sublette County, WY	5.150612%	3.811453%

*See that certain Stipulation of Interest dated 11-15-88 and recorded 3-27-89 in Book 82, Page 577, Sublette County, Wyoming.

**See that certain Stipulation of Interest dated 12-4-84 and recorded 4-23-85 in Book 74, Page 294, Sublette County, Wyoming.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT "A-1", ENRON AND ASSIGNOR STIPULATE AND AGREE THAT IT IS THE INTENTION OF THIS EXHIBIT "A-1" TO DESCRIBE ALL OF ASSIGNOR'S RIGHT, TITLE, AND INTEREST WITHIN THE FOLLOWING GENERAL LEGAL SUB-DIVISIONS:

Township 26 North, Range 111 West
Sweetwater County, Wyoming

Township 27 North, Range 111 West
Sublette County, Wyoming

9152H

700

EXHIBIT "B"

"CONTRACTS"

Attached to and made a part of that certain Assignment and Bill of Sale dated September 17, 1990, by and between D&R Energy Program 1979 MY&YE, as Assignor and Enron Oil & Gas Compay, as Assignee.

1. 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, as amended, attached. (1979 Mid-Year Drilling Program)

2. Participation Agreement dated 8-1-79, as amended, by and between MM&S Partners, Bernard Rosenberg, et al., and Energetics, Inc., with Operating Agreement dated 8-1-79 attached. (1979 Mid-Year Drilling Program)

3. Participation Agreement dated 9-19-79, as amended, by and between MM&S Partners, EMI 2nd, et al., and Energetics, Inc., with Operating Agreement dated 9-19-79 attached. (1979 Mid-Year Drilling Program)

4. Joint Venture Agreement dated 6-1-79, as amended, by and between MM&S Partners, Jeffery J. Tempas, and Energetics, Inc., with Operating Agreement dated 6-1-79 attached. (1979 Mid-Year Drilling Program)

5. 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. (1979 Mid-Year Drilling Program)

6. Joint Venture Agreement dated 12-31-79, as amended, by and between MM&S Partners, D&R Energy 1979 Year-End, and Energetics, Inc., with Operating Agreement dated 12-31-79 attached. (1979 Year-End Drilling Program)

7. Joint Venture Agreement dated 12-31-79, as amended, by and between MM&S Partners, Guaranty Energy Group 1979, and Energetics, Inc., with Operating Agreement dated 12-31-79 attached. (1979 Year-End Drilling Program)

8. Energetics Capital Limited Partnership Agreement, as amended, dated 4-27-79, by and between MM&S Partners and Energy Associates, Inc., as General Partner, and various Limited Partners. (Capital Group "A")

9. Farmout Agreement dated 10-9-79, by and between Superior Oil Company, as Farmor, and Energetics, Inc., as Farmee. (W-63490)

10. Participation Letter Agreement dated 11-28-79, between L. Gene Marsolek, MM&S Partners, and Energetics, Inc., covering the NW/4 of Section 32, T27N - R111W. (W-63490; Federal #10-32 well)

11. Participation Letter Agreement dated 11-18-79, between Mary K. Poole, MM&S Partners, and Energetics, Inc., covering the NW/4 of Section 32, T27N - R111W. (W-63490; Federal #10-32 well)

12. 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)

13. Joint Venture Agreement dated 4-1-80, by and between MM&S Partners, Croyal I Ltd., and Energetics, Inc., with undated Operating Agreement attached. (1980 Mid-Year Drilling Program)

14. Operating Agreement dated 6-1-80, by and between Energetics, Inc., as Operator, and Bird Canyon Development Ltd. Partnership, et al., as Non-Operators, covering the W/2 of Section 28, T27N - R111W. (W-62117 and W-68454)

15. Communitization Agreement approved 9-2-82, effective 2-1-82, covering the SW/4 of Section 28, T27N - R111W. (W-68454 and W-62117; Federal #30-28 well)

16. Farmout Agreement dated 8-22-79, by and between Energetics Capital Limited Partnership, et al., as Farmors, and Bernard Rosenberg, Nominee, et al., as Farmees, and Energetics, Inc. (W-68116)

17. Farmout Agreement dated 10-15-79, by and between Energetics Capital Limited Partnership, et al., as Farmors, and L. Clark Kiser, et al., as Farmees, and Energetics, Inc. (W-68116)

18. 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)

19. 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)

20. Farmout Agreement dated 11-27-79, by and between Terra Resources, Inc., et al., as Farmors, and Energetics, Inc., as Farmee. (W-54137)

21. 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)

22. Farmout Agreement dated 6-15-82, by and between Terra Resources, Inc., as Farmor, and Energetics, Inc., as Farmee (W-54137)

23. Farmout Agreement dated 2-10-83, by and between Williams Exploration Company, as Farmor, and Energetics, Inc., as Farmee. (W-54137)

24. Communitization Agreement approved 4-16-82, effective 2-1-82, covering the SW/4 of Section 20, T27N - R111W. (W-68117 and W-59776; Federal #30-20 well)

25. 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)

26. 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)

27. 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)

28. General Offer of Credit and Agency Agreement effective 12-1-87, by and between ITRR/Kimbal Gas Ventures and D&R Energy Program 1979, et al.

Form No 1 704.

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Southern Union Exploration Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Kimberly S. Christy and Pamela T. Christy, husband and wife heirs, assigns and legal representatives all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 19 86, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼

230509

RECORDED October 5 19 90 4:15P M
IN BOOK 86 O & G PAGE 704
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bonny G. Walker

Section XXXXXXX, Township XXXXXXXXX, Range XXXXXXXXX, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 432

Executed this _____ day of _____, 1990.

ATTEST:
Judith R. Ball
Judith R. Ball
Assistant Secretary

SOUTHERN UNION EXPLORATION COMPANY
By Dennis K. Morgan
Dennis K. Morgan, Vice President

COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19___.
My commission expires _____.

_____
Notary Public.

STATE OF TEXAS
COUNTY OF DALLAS } ss. ACKNOWLEDGMENT FOR CORPORATION

I, ANN M. PHILLIPS, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DENNIS K. MORGAN VICE COMPANY of SOUTHERN UNION EXPLORATION COMPANY, to me personally known as the president (or other officer) of SOUTHERN UNION EXPLORATION COMPANY and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) SOUTHERN UNION EXPLORATION COMPANY, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 19TH day of SEPTEMBER, 1990

My commission expires _____

Ann M. Phillips
ANN M. PHILLIPS Notary Public.

ANN M. PHILLIPS
Notary Public, State of Texas
[redacted]mmission Expires 11-30-1993

Form No. [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Southern Union Exploration Company, For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor William C. Christy and Mary Jane Christy, husband and wife, heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated, as lessee, dated the 26th day of August, 1986, insofar as same covers the following described land, to-wit:

TOWNSHIP 20 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼

230510

RECORDED October 5 AT 90 4:15 P M
IN BOOK 86 O+A PAGE 705
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Section xxxxxxx, Township xxxxxxxx, Range xxxxxxxx, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 428

Executed this _____ day of _____, 1990.

ATTEST:
Judith K. Ball
Assistant Secretary

SOUTHERN UNION EXPLORATION COMPANY
By Dennis K. Morgan
Dennis K. Morgan, Vice President

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF _____ }ss.
COUNTY OF _____

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19__.

My commission expires _____.

Notary Public.

ACKNOWLEDGMENT FOR CORPORATION

STATE OF TEXAS }ss.
COUNTY OF DALLAS

I, ANN M. PHILLIPS, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DENNIS K. MORGAN of SOUTHERN UNION EXPLORATION COMPANY, to me personally known as the Vice president (or other officer) of SOUTHERN UNION EXPLORATION COMPANY and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) SOUTHERN UNION EXPLORATION COMPANY, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 19th day of SEPTEMBER, 1990.

ANN M. PHILLIPS Notary Public.

My commission expires _____

ANN M. PHILLIPS
Notary Public, State of Texas
My Commission Expires 11-30-1993

705

Form No. 11

706

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Southern Union Exploration Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Cathleen C. Thomas and Terry R. Thomas, individually and as wife and husband heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 1986, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼

230511

RECORDED October 5 IN 90 4:15P
IN BOOK 86 O & G PAGE 706
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bernary A. Walker

Section XXXXXXX, Township XXXXXXXX, Range XXXXXXXXX, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 424.

Executed this _____ day of _____, 1990.

ATTEST:

Judith K. Ball
Assistant Secretary

SOUTHERN UNION EXPLORATION COMPANY

By: Dennis K. Morgan
Dennis K. Morgan, Vice President

COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this _____ day of _____, 19___.
My commission expires _____.

_____
Notary Public.

STATE OF TEXAS
COUNTY OF DALLAS } ss. ACKNOWLEDGMENT FOR CORPORATION

I, ANN M. PHILLIPS, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DENNIS K. MORGAN of SOUTHERN UNION EXPLORATION COMPANY, to me personally known as the president (or other officer) of VICE SOUTHERN UNION EXPLORATION CO. and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) SOUTHERN UNION EXPLORATION COMPANY, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 19TH day of SEPTEMBER, 1990
My commission expires _____

Ann M. Phillips
ANN M. PHILLIPS Notary Public.

ANN M. PHILLIPS
Notary Public, State of Texas
[redacted]ission Expires 11-30-1993

[redacted]

Form N[redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Southern Union Exploration Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor John L. Schwabacher, individually and in executory capacity heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 1986, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼
Section 8: E½NW¼

230512

RECORDED October 5 IN BOOK 96 Of M FEES $4.00 at 4:15P PAGE 707
Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barony A. Walker

Section XXXX, Township XXXXXXXXXX, Range XXXXXXXXXXX, and containing 592.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 436.

Executed this ____ day of ____, 1990.

ATTEST:

Judith K. Ball
Assistant Secretary

SOUTHERN UNION EXPLORATION COMPANY

By: Dennis K. Morgan, Vice President

ACKNOWLEDGMENT FOR INDIVIDUAL

COUNTY OF ____ } ss.

I, ____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this ____ day of ____, 19__.

My commission expires ____.

Notary Public.

STATE OF TEXAS } ss.
COUNTY OF DALLAS }

ACKNOWLEDGMENT FOR CORPORATION

I, ANN M. PHILLIPS, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DENNIS K. MORGAN of SOUTHERN UNION EXPLORATION COMPANY, to me personally known as the VICE president (or other officer) of SOUTHERN UNION EXPLORATION COMPANY and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) SOUTHERN UNION EXPLORATION COMPANY, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 19TH day of SEPTEMBER, 1990

My commission expires ____

Ann M. Phillips
ANN M. PHILLIPS Notary Public.

ANN M. PHILLIPS
Notary Public, State of Texas
My Commission Expires 11-30-1993

707

Form No 11

708

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That Southern Union Exploration Company

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Paul Logan Homer and Ruth G. Homer, individually and husband and wife heirs, assigns and lega. representatives all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 19 86, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE½, SW¼SE¼

230513

RECORDED October 5 IN 90 4:15P
IN BOOK 96 O+G PAGE 708
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Walker

Section XXXXX, Township XXXXXXXX, Range XXXXXX, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 420.

Executed this ____ day of ____, 1990.

ATTEST:

Judith K. Ball
Assistant Secretary

SOUTHERN UNION EXPLORATION COMPANY

By: Dennis K. Morgan, Vice President

COUNTY OF ____ } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, ____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ____

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this ____ day of ____, 19__.
My commission expires ____.

Notary Public.

STATE OF TEXAS
COUNTY OF DALLAS } ss.

ACKNOWLEDGMENT FOR CORPORATION

I, ANN M. PHILLIPS, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that DENNIS K. MORGAN of SOUTHERN UNION EXPLORATION COMPANY, to me personally known as the VICE President (or other officer) of SOUTHERN UNION EXPLORATION COMPANY and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) SOUTHERN UNION EXPLORATION COMPANY, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this 19TH day of SEPTEMBER, 1990

My commission expires ____

Ann M. Phillips
ANN M. PHILLIPS Notary Public.

ANN M. PHILLIPS
Notary Public, State of Texas
[redacted]mission Expires 11-30-1993

Form No. [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That BWAB Incorporated

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Kimberly S. Christy and Pamela T. Christy, husband and wife heirs, assigns and legal representatives all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 1986, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼

230514

RECORDED October 5 19 90 4:15 PM
IN BOOK 86 Of M PAGE 709
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Walker

Section XXXXXX, Township XXXXXXXXXX, Range XXXXXXXXXXX, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 432

Executed this ____ day of ____, 19 90.

BWAB Incorporated

By: [signature]

~~William G. Mills II~~
Attorney-in-Fact

ACKNOWLEDGMENT FOR INDIVIDUAL

COUNTY OF Denver } ss.

I, Kathleen R. Vigil, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William G. Mills II

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 7th day of September, 19 90.

My commission expires 09-03-93.

[signature]
Kathleen R. Vigil Notary Public.
555-17th St., Ste. 1900, Denver, CO 80202

STATE OF Colorado } ss.
COUNTY OF ____ }

ACKNOWLEDGMENT FOR CORPORATION

I, ____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ____ of ____, ____, to me personally known as the president (or other officer) of ____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) ____, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this ____ day of ____, 19____

My commission expires ____

____
Notary Public.

WY-069-284-6

Form No. 1 710

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That BWAB Incorporated

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Paul Logan Homer and Ruth G. Homer, individually and husband and wife heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 19 86, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼

230515

RECORDED October 5 19 90 4:15P M.
IN BOOK 86 DY 01 PAGE 710
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Section XXXXXX, Township XXXXXXXX, Range XXXXXXXXXXXX, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 420

Executed this ____ day of ____, 19 90.

BWAB Incorporated

BY: William G. Mills II

William G. Mills II
Attorney-in-Fact

COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

I, Kathleen R. Vigil
William G. Mills II
, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 7th day of September, 19 90.
My commission expires 09-03-93.

Kathleen R. Vigil
555-17th St., Ste. 1900, Denver, CO 80202
Notary Public.

STATE OF Colorado }
COUNTY OF ____ } ss. ACKNOWLEDGMENT FOR CORPORATION

I, ____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ____ of ____, to me personally known as the president (or other officer) of ____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) ____, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this ____ day of ____, 19____.
My commission expires ____

Notary Public.

Form No [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That BWAB Incorporated

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Cathleen C. Thomas and Terry R. Thomas, individually and wife and husband heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 1986, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼

230516

RECORDED October 5 19 90 4:15 PM
IN BOOK 86 O&G PAGE 711
FEES $ 4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Section XXXXXX, Township XXXXXXXXXXXX, Range XXXXXXXX, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 424.

Executed this ____ day of ____, 19 90.

BWAB Incorporated

By: William G. Mills II

William G. Mills II
Attorney-in-Fact

ACKNOWLEDGMENT FOR INDIVIDUAL

COUNTY OF Denver } ss.

I, Kathleen R. Vigil, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William G. Mills II

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 7th day of September, 1990

My commission expires 09-03-93

Kathleen R. Vigil
Notary Public
555-17th St., Ste. 1900, Denver, CO 80202

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Colorado }
COUNTY OF ____ } ss.

I, ____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ____ of ____, to me personally known as the president (or other officer) of ____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation), for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this ____ day of ____, 19__

My commission expires ____

Notary Public

WY-064-J92

Form No. 1

712

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That BWAB Incorporated

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor William C. Christy and Mary Jane Christy, husband and wife heirs, assigns and legal representatives all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 1986, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼

230517

RECORDED October 5 19 90 4:15P M
IN BOOK 86 Or A PAGE 712
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Section xxxxxxxxx, Township xxxxxxxxx, Range xxxxxxxxxx, and containing 512.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 428

Executed this ____ day of ____, 1990.

BWAB Incorporated

By: William G. Mills II

William G. Mills II
Attorney-in-Fact

COUNTY OF Denver } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

I, Kathleen R. Vigil, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William G. Mills II

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 7th day of September, 1990.

My commission expires 09-03-93.

Kathleen R. Vigil Notary Public.
555-17th St., Ste. 1900, Denver, CO 80202

STATE OF Colorado }
COUNTY OF ____ } ss. ACKNOWLEDGMENT FOR CORPORATION

I, ____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ____ of ____, ____, to me personally known as the president (or other officer) of ____ and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) ____, for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this ____ day of ____, 19__.

My commission expires ____

Notary Public.

Form No. [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That BWAB Incorporated

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor John L. Schwabacher, individually and in executory capacity heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of the right of homestead, in and to a certain oil and gas mining lease, made and entered into by and between BWAB Incorporated

as lessee, dated the 26th day of August 19 86, insofar as same covers the following described land, to-wit:

TOWNSHIP 29 NORTH, RANGE 112 WEST

Section 5: Lots 3, 4, S½NW¼, SW¼
Section 6: Lots 1, 2, E½SE¼, SW¼SE¼
Section 8: E½NW¼

230518

RECORDED October 5 19 90 4:15P M
IN BOOK 86 Or A PAGE 713
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bevany C. Walker

Section XXXXXXXXX, Township XXXXXXXXXX, Range XXXXXXXX, and containing 592.43 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 770G Page 436.

Executed this day of , 19 90.

BWAB Incorporated

By: William G. Mills II

William G. Mills II
Attorney-in-Fact

ACKNOWLEDGMENT FOR INDIVIDUAL

COUNTY OF Denver } ss.

I, Kathleen R. Vigil, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William G. Mills II

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 7th day of September, 1990.

My commission expires 09-03-93.

Kathleen R. Vigil
Notary Public.
555-17th St., Ste. 1900, Denver, CO 80202

ACKNOWLEDGMENT FOR CORPORATION

STATE OF Colorado }
COUNTY OF } ss.

I, , a Notary Public, in and for said County, in the State aforesaid, do hereby certify that , to me personally known as the president (or other officer) of , and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing and delivering the said instrument as the free and voluntary act of said (name of corporation) , for the consideration and purposes therein set forth, and that he was duly authorized to execute the same by the board of directors of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal hereto this day of , 19

My commission expires

Notary Public.

WY-069-284-A

W-0320214

EXHIBIT "B"

MEMORANDUM OF OVERRIDING ROYALTY AGREEMENT

230544

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

RECORDED Oct. 10 1990 8:30 A.M.
IN BOOK 86 O&G PAGE 714
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Tuley

This Memorandum of Overriding Royalty Agreement (Memorandum) is made by and between **PHILLIPS PETROLEUM COMPANY**, with an address of P. O. Box 200816, Houston, Texas 77216-0816, (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, Texas 77252-2024

RECEIVED
to be a true and representative copy
of the official records on file
OCT 3 1990
BUREAU OF LAND MANAGEMENT

Reference herein to Exxon and Overriding Royalty Owner shall include references to their respective heirs, representatives, successors and assigns.

[redacted] [redacted] [redacted]

The Memorandum and Overriding Royalty Agreement constitute covenants running with the land.

IN WITNESS WHEREOF, the parties have executed this Memorandum this 10th day of September, 1990, effective as of the 26th day of September, 1986.

PHILLIPS PETROLEUM COMPANY

Paul D. Hall

Paul D. Hall
Attorney-In-Fact
OVERRIDING ROYALTY OWNER

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.

to be a true and correct copy
of the records on file

OCT 3 1990

BUREAU OF LAND MANAGEMENT

THE STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 10th day of September, 1990, by Paul D. Hall, Attorney-In-Fact, for and on behalf of PHILLIPS PETROLEUM COMPANY.

My Commission Expires:
July 11, 1992

Notary Public in and for
Said County and State.

THE STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this 24th day of September, 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:
1-25-93

Notary Public, State of Texas.

NEVA JO JOPLIN
Notary Public, State of Texas
My Comm. Exp. 01-25-93

to be a true and correct copy
of the records on file

OCT 3 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-29-N, R-114-W, 6th P.M. Sec. 34: Lots 1, 2, 3, 4, N/2, N/2 S/2 (All) Sec. 35: Lots 1, 2, 3, 4, N/2, N/2 S/2 (All)	Fogarty Creek Unit Tract No. 21	1.000000	0.08209232	0.00062500	0.000513077
			Owner's Total Net Interest in Unit: (Unit Overriding Royalty Interest)		0.000513077

717

BUREAU OF LAND MANAGEMENT
OCT 3, 1990
of the ... copies on file

718

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW121426

OFFER TO LEASE AND LEASE FOR OIL AND GAS

0059195-000

V. Parcel Nos. 099871

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

Street

City, State, Zip Code

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. 031N R 114W 06th Meridian WY State Sublette County
Sec. 012 E2;

230566

RECORDED Oct 11 1990 11:00 A.M.
IN BOOK 86 O&G PAGE 718
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Total acres in lease 320.00
Rental retained $ 480.00

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 Beverly J. Potratz
(Signing Officer)

Supervisory Land Law Examiner SEP - 4 1990
(Title) (Date)

EFFECTIVE DATE OF LEASE OCT 1 - 1990

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

...undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or ...any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect ...in each 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 each State, (1) 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 ...either public domain or acquired lands, (2) 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 concerming Federal coal lease holdings provided in sec. 2(a)-2(A) of the Mineral Leasing Act, (6) offeror is in compliance with reclamation requirements ...of 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.

...The undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment ...to a 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.

...Executed this ... day of ... Signature ... Attorney-in-fact

LEASE TERMS

...Sec. 1. Rentals – Rentals shall be paid to proper office of lessor in advance of each lease year. ...Annual rentals rates per 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, 12.5%;
(b) Competitive lease, 12.5%;
(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 hereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold; proceeds therefrom; and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and marketing 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 for any audit then 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.

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 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

WW121426

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.

WYW121426

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.

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance (hereafter called "Assignment"), effective as of January 20, 1989 at 9:00 a.m. local time.

Between American Petroleum-Energetics Income & Development Program I, Ltd. a Colorado limited partnership (hereafter called "Partnership"), as Assignor, and American Petroleum Corporation (hereafter called "APC") P.O.Box 618, Bedford, New York 10506, as Assignee.

WITNESSETH: It is the intent of the Partnership to transfer all of its properties to American Petroleum Corporation to wit:

Partnership hereby grants, bargains, sells, conveys, assigns, transfers, sets over and delivers, effective as of the effective date, to American Petroleum Corporation.

(a) All of the oil and gas properties and interest, producing and nonproducing, owned by Partnership, wherever situated, consisting of oil and gas leases (including mineral rights), subleases, fee estates, farm-outs, joint ventures and leaseholds, royalties, overriding royalties, production payments, net profits interest, carried interest and all other properties and interest on which Partnership conducts oil and gas exploration, development or production operation, has the right to conduct such operations, or from which Partnership derives or expects to derive revenue from oil and gas exploration, development, or production operations, and any and all existing rights to acquire any of the foregoing, including, but not limited to, the properties and interests set forth on Exhibit "A" attached hereto;

(b) All of the presently existing and valid unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby (including, but not limited to, all units formed under orders, regulations, rules and other official acts of any federal, state or other governmental agency having jurisdiction), which relate to or affect any of the properties and interest of Partnership described or referred to in subsection (a) above, or the production of oil and gas attributable to said properties and interest and other minerals and products produced in association therewith;

(c) All presently existing and valid oil, casinghead gas and gas sales, purchase, exchange, transportation and processing contracts, operating agreements, joint venture agreements, partnership agreements and other contracts, agreements and instruments that relate to any of the properties and interest of Partnerhsip described or referred to in subsection (a), above, or any unit or units in which part of parts of such properties or interest may be included, or to the exploration, development, or production of oil and gas from or attributable to said properties and interest or such unit or units and other minerals and products produced in association therewith;

(d) All personal property, improvements, easements, permits, licenses, servitudes, rights-of-way, service leases and other surface rights (including, but not limited to, any wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, gas processing plants and facilities, machinery, power lines, telephone and telegraph lines, roads, and other appurtenances, easements and facilities), now being used or held for use in connection with the exploration, development, operation or maintenance of the properties and interest described in subsections (a), (b), and (c), above, or any unit or units in which part or parts of such properties or interest may be included, or now being used or held for use in connection with the producing, treating, processing, storing, gathering or marketing of oil and gas attributable to such properties or interests or such unit or units and other

230607

By: Nancy Riley

RECORDED Oct. 16 '90 9:15 AM
IN BOOK 86 O&G PAGE 723
FEES $16.00 Mary L. Lankford COUNTY CLERK
723 SUBLETTE COUNTY, PINEDALE, WYOMING

minerals and products produced in association therewith, together with all oil, gas and other minerals, on hand, in transit or in storage;

(e) All lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, land surveys, electric logs, geological prospect maps, geophysical data, computer software, files, maps and accounting records, and all rights thereto related primarily to and in the properties or interest, or used primarily in the maintenance or operation thereof, described or referred to in subsections (a) through (d), above, or to any unit or units in which part or parts of such properties or interest may be included or to the producing, trading, processing, storing, gathering or marketing of oil and gas attributable to such properties or interests of such unit or units and other minerals and products produced in association therewith;

(f) Without limitation of the foregoing, all of Partnership's right, title and interest and estate , whether real, personal or mixed, of every nature and description in and to the properties described or any of the lands covered by the properties described, whether such right, title, claim or interest be under and by virtue of an oil, gas and mineral lease, a mineral deed, a royalty deed, an overriding royalty assignment or reservation, a production payment, an operating agreement, a unitization, pooling, operating or communitization agreement, declaration or order, a division order, a transfer order or any other type of contract, conveyance or instrument, or under and by virtue of any other type of claim or title, legal or equitable, recorded or unrecorded, and even though Partnership's interest therein be incorrectly described in or a description of such interest be omitted from the exhibit hereto;

(g) All of Partnership's accounts receivable for production payments and reserve accounts relating thereto.

(h) All of Partnership's right, title and interest of the above described properties, interests and rights specified in the foregoing subparagraphs (a) through (h) are herein collectively called the "Property Interests". Each individual interest is herein called a "Property Interest". The term "Property Interests" shall also include any and all renewals and extensions of a Property Interest and the additional interest, if any, described in the preamble to Exhibit "A" hereto.

Assignor hereby assigns to Assignee, with full rights of subrogation, to the extent so transferrable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Property Interests.

TO HAVE AND TO HOLD the Property Interests, together with all and singular the rights and privileges in anywise appertaining thereto, unto assignees and their successors and assigns forever.

This assignment shall bind and inure to the benefit of Partnership and American Petroleum Corporation and their respective successors and assigns.

EXECUTED as of the 9th day of October, 1990.

Attest:

Janet Vitanio
Vice Pres. Administration

AMERICAN PETROLEUM-ENERGETICS INCOME & DEVELOPMENT PROGRAM I, LTD.

By: J-T Nickelsberg
Jost Nickelsberg, General Partner

Attest:

Janet Vitanio
Vice Pres. Administration

AMERICAN PETROLEUM CORPORATION

By: J-T Nickelsberg
Jost Nickelsberg, President

Witness to All Signatures:

Nannette Merritt
Nannette Merritt

Byron D. Halstead
Byron D. Halstead

[redacted] [redacted] [redacted]

AMERICAN PETROLEUM ENERGETICS INCOME & DEVELOPMENT PROGRAM I,LTD.

STATE OF NEW YORK)
:SS
COUNTY OF WESTCHESTER

On this 9th day of October, in the year 1990, before me, Edward Woolley, a Notary Public of said State, duly commissioned and, sworn, personally appeared Jost Nickelsberg and Janet Vitarius, known to me to be the General Partner and Vice-President, Administration, respectively of and the persons who executed the instrument on behalf of American Petroleum-Energetics Income & Development Program I, Ltd., a Colorado limited partnership, that executed the within instrument, and acknowledged to me that such limited partnership executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Before me, a notary public duly commissioned, qualified and acting in and for said county and state, on this day personally appeared within named Jost Nickelsberg and Janet Vitarius, known to me to be the persons whose names are subscribed to the foregoing instrument, and knwon to me to be the President and Vice-President, Administration, respectively, of American Petroleum Corporation, a Nevada Corporation, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and official seal, this 9th day of October, 1990.

Edward Woolley
Notary Public for the State of New York
My commission expires_____.

EDWARD A. WOOLLEY
Notary Public, State of New York
No. 60-9703550
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires Oct. 31, 1990

EXHIBIT "A"

DESCRIPTION

°Chapel #10-25

Township 28 North, Range 112 West

NW/4 of Section 25

Sublette County, Wyoming

°Federal #30-20

Township 27 North, Range 111 West

SW/4 of Section 20

Sublette County, Wyoming

°Federal #40-17

Township 27 North, Range 111 West

Section 17, SE ¼ from surface to depth of 10,150'

Sublette County, Wyoming

... also, all other properties owned by American Petroleum-Energetics Income & Development Program I, a Colorado limited partnership, as of effective date, whether or not located in Lincoln County, Wyoming, it being the intent of this assignment to convey all assets of the Partnership to American Petroleum Corporation. The partnership was dissolved on January 20, 1989, and a copy of the "Certificate of Dissolution" is attached herewith as Exhibit "B".

EXHIBIT "B"

CERTIFICATE OF DISSOLUTION AND CANCELLATION OF AMERICAN PETROLEUM ENERGETICS INCOME AND DEVELOPMENT PROGRAM I, LTD.

(Colorado)

I. The name of the limited partnership is American Petroleum Energetics Income and Development Program I, Ltd.

II. The partnership's original certificate of limited partnership was filed on November 22, 1983.

III. The partnership was dissolved by the consent of all of its partners on January 20, 1989. All of the liabilities of the partnership have been paid, discharged or assumed by the General Partners.

IV. This Certificate evidencing the dissolution of the partnership and the cancellation of its Certificate of Limited Partnership shall be effective upon its acceptance for filing.

Executed on the 6th day of September, 1989.

General Partners:

American Petroleum Corporation

By: _____
Jost Nickelsberg, President

_____
Jost Nickelsberg

Limited Partners:

John & Dewees Gasparik
Jack P. Gould
Harry Hopman Tennis, Inc.
Peter H. Jeffer
MOZ Partnership
William G. Maloney
Dr. Nicholas A. Marchese
James G. Marquez
William J. Napolitano
Mitchell I. Quain
Permag Employees Retirement Fund
L. Philip Swirbul
Sweet 1200 Partnership
Mark W. Yonge

By: _____
Jost Nickelsberg
Attorney-in-fact

STATE OF New York §
§
COUNTY OF Westchester §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOST NICKELSBERG, President of American Petroleum Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as a duly authorized officer of such corporation, for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of such corporation.

SUBSCRIBED AND SWORN TO BEFORE ME this 9th day of September, 1989, to certify which witness my hand and seal of office.

Claire G. Bunting
Notary Public in and for
Westchester County, New York

My Commission Expires:
CLAIRE G. BUNTING
Notary Public, State of New York
No. 4849136
Qualified in Westchester County
Term Expires Jan. 6, 1990

STATE OF New York §
§
COUNTY OF Westchester §

BEFORE ME, the undersigned authority, on this day personally appeared JOST NICKELSBERG, 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 9th day of September, 1989.

Claire G. Bunting
Notary Public in and for
Westchester County, New York

My Commission Expires:
CLAIRE G. BUNTING
Notary Public, State of New York
No. 4849136
Qualified in Westchester County
Term Expires Jan. 6, 1990

STATE OF New York §
§
COUNTY OF Westchester §

BEFORE ME, the undersigned authority, on this day personally appeared JOST NICKELSBERG, known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact of John & Dewees Gasparik, Jack P. Gould, Harry Hopman Tennis, Inc., Peter H. Jeffer, MOZ Partnership, William G. Maloney, Dr. Nicholas A. Marchese, James G. Marquez, William J. Napolitano, Mitchell I. Quain, Permag Employees Retirement Fund, L. Philip Swirbul, Sweet 1200 Partnership, and Mark W. Yonge and acknowledged to me that he subscribed the names of the above-mentioned thereto as limited partners and his own name as attorney-in-fact, and executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of September, 1989.

Claire G. Bunting
Notary Public in and for
Westchester County, New York

My Commission Expires:
CLAIRE G. BUNTING
Notary Public, State of New York
No. 4849136
Qualified in Westchester County
Term Expires Jan. 6, 1990

730

0050154-000
0050018-000
0050164-000
Chimney Buttes Deep Unit

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

ANDREW C. MORRIS, being duly sworn, deposes and says that:

1. He is Division Landman for Enron Oil & Gas Company.

2. He is familiar with the document listed below which affect property or lands located in Township 28 North, Range 113 West, Section 24: That portion of Tract 45 comprising the N/2SW/4, Lots 5, 6, 7 and 8, Tracts 46A and 46B, Section 25: All, Section 36: E/2SW/4, SE/4, N/2 (resurvey part of Tract 54), Sublette County, Wyoming. The leases involved are Federal Lease EV-024756, State of Wyoming 0-11142 and fee lease dated October 5, 1946, of William J. McGinnis and Mamie McGinnis recorded in Book 2 at Page 109, Sublette County, Wyoming.

   (a) Letter from United States Department of the Interior, Bureau of Land Management dated June 23, 1988, which terminates the Chimney Buttes Gas Storage Agreement for the subsurface storage of gas in the Almy "P" Sand in the Chimney Buttes Field, Sublette County, Wyoming, effective August 1, 1988.

3. For the purposes of invoking the legal protection of constructive notice under the Wyoming recording act of said document listed above, and attached hereto, Affiant has executed this Affidavit which he will cause to be recorded in the records of Sublette County Recorders, State of Wyoming.

Subscribed and sworn to before me this 25th day of September.

230609

ENRON OIL & GAS COMPANY

RECORDED October 16 1990 10:15 A M
IN BOOK 86 O&G PAGE 730
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

By: A. C. Morris
Andrew C. Morris
Division Landman
"Affiant"

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of ~~September~~ October, 1990, by Andrew C. Morris.

WITNESS my hand and official seal.

3-27-93
My Commission Expires

Debbie Christy
Notary Public - Debbie Christy

DEBBIE CHRISTY NOTARY PUBLIC COUNTY OF DENVER STATE OF COLORADO

7846D

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE
P.O. BOX 1828
CHEYENNE, WYOMING 82003

3100 (923-15)
Evanston 024756

43-005

JUN 23 1988

JUN 1988
Received
Dept. of Interior
Bureau of
Land Management
Rock Springs,
Wyoming

FMC Corporation
Natural Resources Operation
City Center 4
1801 California Street, Suite 2720
Denver, Colorado 80202

Gentlemen:

The Chimney Buttes Gas Storage Agreement (GSA) was approved effective May 10, 1983, for the subsurface storage of gas in the Almy "P" Sand in Chimney Buttes Field, Sublette County, Wyoming. FMC Corporation, as gas storage operator, was granted exclusive use of the Almy "P" Sand reservoir for gas storage operations. We have reviewed the situation in Chimney Buttes Field and note that gas storage operations have not gone into effect. Minerals Management Service (MMS) also indicated that no gas storage fees have been received since the agreement was approved.

Since the lands and formation subject to the agreement have not been utilized for the purposes stated herein, we hereby terminate the Big Springs Gas Storage Agreement effective August 1, 1988. The Federal lease covered by the agreement, Evanston 024756, can be held by existing Frontier production and so long thereafter as oil or gas not previously produced is produced in paying quantities. Should you desire to initiate gas storage operations in the future, a model form of a gas storage agreement should be obtained from this office.

If you have any questions concerning this decision, please contact Rob Coleman, Branch of Fluid Minerals, 307-772-2299.

C-31-Producing
C-57-SI
C-72-SI
C-76-Producing
C-86-SI

Sincerely,

Hillary A. Oden

State Director

Big Springs Gas Stg. Agreement
Rob Coleman on this

732 .

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-71276

Lease Effective Date
(Anniversary Date)
July 1, 1980

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Kenneth K. Farmer
   Street P. O. Box 3402
   City, State, ZIP Code Casper, WY 82602

*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)* X 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. Sec. 18: Lots 3, 4, E2SW4, W2SE4 19: LOT 1, NE4NW4, NW4NE4 Containing 278.44 acres, m/l Sublette County, Wyoming	75% of 100%	25% of 100%	50% of 100%	0	1% of 8/8ths

230610

RECORDED Oct. 16 19 90 10:20 A M
IN BOOK 86 O&G PAGE 732
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 effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

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

ACKNOWLEDGMENT (For use by Corporation)

State of Wyoming)
) ss.
County of Natrona)

On this 14th day of September, A. D. 1990, before me personally appeared C. S. O'Connell, to me personally known, who, being by me duly sworn, did say that he is the President of Hawthorn Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. S. O'Connell acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14th day of September, A. D. 1990.

Shirley D. Wenn
Notary Public

SHIRLEY D. WENN - Notary Public
County of Natrona State of Wyoming
My Commission Expires Dec. 19, 1991

(SEAL)

My Commission expires:

KINTZEL S -- CASPER

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 14th day of September, 1990

Name of Assignor as shown on current lease Hawthorn Oil Company
Please type or print

Assignor C. S. O'Connell, (Signature) President
or
~~Attorney-in-fact~~ Cindy L. King
sec. (Signature)

P. O. Box 2693
(Assignor's Address)

Casper, Wyoming 82602-2693
(City) (State) (Zip Code)

Executed this _____ day of _____, 1990

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.

A S S I G N M E N T

For adequate and sufficient consideration, A. G. Andrikopoulos, also known as Anthony George Andrikopoulos, of P. O. Box 788, Cheyenne, WY 82003, does hereby assign, transfer and convey to A. G. Andrikopoulos Resources, Inc., of P. O. Box 788, Cheyenne, WY 82003, all of his right, title and interest in and to the properties or interest in the properties listed hereinafter, on Exhibit A, a copy of which is attached hereto and incorporated herein by reference.

Dated this 14th day of August, 1990, however, effective August 31, 1990.

A. G. Andrikopoulos, a/k/a
Anthony George Andrikopoulos

Barbara F. Andrikopoulos, wife
of A. G. Andrikopoulos

230620

RECORDED Oct. 16 19 90 2:15 P M
IN BOOK 86 O&G PAGE 734
FEES $10.75 Max L. Gaufford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: mae Riley

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by A. G. Andrikopoulos and Barbara F. Andrikopoulos this 14th day of August, 1990.

Witness my hand and official seal.

My Commission Expires: 9-16-93

(S E A L)

W.R. SCRIBNER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
My Commission Expires September 16, 1993

Notary Public

NY NO: 011
ATE: 08/21/90

A. G. ANDRIKOPOULOS
E X H I B I T "A"
SUBLETTE COUNTY, WYOMING LEASES

LEASE NO.		LEASE DATE	BOOK - PAGE	EXPIRATION
[redacted]				
01838-00	LESSOR : USA-WYOMING-48192 LESSEE : JAMES W. HAEFELE SUBLETTE COUNTY, WYOMING - T27N-R110W SEC. 23: N/2 SEC. 24: SE SEC. 25: NE CONTAINING 640.00 GROSS AND NET ACRES	12/01/74		12/01/00
02554-00	LESSOR : USA-WYOMING-54162 LESSEE : PATRICIA R. PFENNING SUBLETTE COUNTY, WYOMING - T29N-R114W SEC. 29: ALL CONTAINING 640.00 GROSS AND NET ACRES	04/01/76		04/01/00
02556-00	LESSOR : USA-WYOMING-54161 LESSEE : ESTELLE C. HAEFELE SUBLETTE COUNTY, WYOMING - T29N-R114W SEC 19: E/2 CONTAINING 320.00 GROSS AND NET ACRES	04/01/76		04/01/00
03593-00	LESSOR : USA-WYOMING-60621 LESSEE : PATRICIA R. PFENNING SUBLETTE COUNTY, WYOMING - T29N-R114W SEC. 21: ALL SEC. 28: ALL CONTAINING 1,280.00 GROSS AND NET ACRES, M/L	04/01/76		04/01/00

735

A. G. ANDRIKOPOULOS
E X H I B I T "A"
SUBLETTE COUNTY, WYOMING LEASES

SPECT	LEASE NO.		LEASE DATE	BOOK - PAGE	EXPIRATION
	03882-00	LESSOR : USA-WYOMING-60620 LESSEE : ESTELLE C. HAEFELE SUBLETTE COUNTY, WYOMING T29N-R114W 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 CONTAINING 1459.12 GROSS AND 1459.12 NET ACRES	04/01/76		04/01/00
736	04098-00	LESSOR : USA-WYOMING-78475 LESSEE : JOANNE PRITCHETT SUBLETTE COUNTY, WYOMING T29N-R114W SECTION 10: ALL SECTION 15: E/2 CONTAINING 960.00 GROSS AND NET ACRES	06/01/74		06/01/00
	04099-00	LESSOR : USA-WYOMING-78476 LESSEE : PETE J. KITHAS SUBLETTE COUNTY, WYOMING T29N-114W SECTION 9: N/2 CONTAINING 320.00 GROSS AND NET ACRES	03/01/75		03/01/00

END OF REPORT

RELEASE OF LEASE

LEASE NO. 638783---

AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in Denver, Colorado does hereby release, relinquish and surrender all of its right, title and interest in and to that certain oil and gas, or oil, gas, and mineral lease, only in so far as said lease covers the land located in the County of SUBLETTE, State of WYOMING, more particularly described in Schedule hereto attached and marked EXHIBIT "A".

Executed this 18th day of September, 1990.

APPROVED
MA
CL

230628

AMOCO PRODUCTION COMPANY

By G W Chipman
Attorney-In-Fact

RECORDED Oct. 17 1990 10:50A M
IN BOOK 86 Of G PAGE 737
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 18th day of September, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared G. W. Chipman known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me duly sworn, did say that he is the Attorney In Fact of AMOCO PRODUCTION COMPANY, and that said instrument was executed in behalf of said Corporation by authority of its Board of Directors, and said G. W. Chipman acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of September 1990.

My commission expires 4/20/94

SHELETTE M. OUCKNORTH NOTARY PUBLIC STATE OF COLORADO

Notary Public

WHEN RECORDED RETURN TO: AMOCO PRODUCTION COMPANY
P.O. Box 800
Denver, Colorado 80201
Attn: Land Data

Expire per Jan. 1990 - 8/31/90 - kl

Sublette, WY

737

AMOCO PRODUTION COMPANY
EXHIBIT 'A' LEASE SCHEDULE

COUNTY OF SUBLETTE STATE OF WYOMING

AMOCO LEASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK	RECORDED PAGE	RECORDING FILE/DOC
			LEGAL DESCRIPTION			
638783---	U S A	SHIREY, DENISE A	1980-02-01	BK 60	PG 480	182700
		FUL T28N-R110W SEC 2-LOTS 1-4, S/2 SEC 3-LOTS 1-4, S/2 SEC 4-LOTS 1-4, S/2 SEC 10-ALL.				

738

Form 3100-11*
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
W-88590

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 Paul M. Kelley

Street 875 Donner Way No. 1402

City, State, Zip Code Salt Lake City, UT 84108

2. This 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:

T. R. Meridian State County

CERTIFIED
to be a true and complete copy
of the official records on file
OCT [illegible]
BUREAU OF LAND MANAGEMENT

230639

RECEIVED
1984 AUG 15 PM 1:30
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

RECORDED Oct. 17 1990 4:30 P M
IN BOOK 86 O&G PAGE 739
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T 28 N, R 111 W, 6th Prin. Mer., Sublette
Sec 4: Lots 1, 2, 3, 4,
S½N½, S½

Total acres in lease 632.64
Rental retained $ 633.00

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or competitive bid, this lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease. Lands in offer were not within a known geologic structure on 21 SEP 1984.

Type and primary term of lease:

X ☐ Simultaneous noncompetitive lease (ten years)
☐ Regular noncompetitive lease (ten years)
☐ Competitive lease (five years)
☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)
ANDREW L. TARSHIS
(Acting) Chief, Oil and Gas Section (Title)
OCT 09 1984 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1984

Original

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-1, Springs District

739

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 13th day of August, 1984

Paul M. Kelley
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), (c), or (d) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-ways. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract or sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

CERTIFIED

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

OCT 4 [illegible]

Sherry Latham

BUREAU OF LAND MANAGEMENT

W-88590

To maintain esthetic values, all semi-permanent and permanent facilities may require painting or camouflage to blend with the natural surroundings. The paint selection or method of camouflage will be subject to approval by the District Manager, Bureau of Land Management.

No occupancy or other surface disturbance will be allowed on slopes in excess of 25 percent, without written permission from the District Manager, Bureau of Land Management.

In order to minimize watershed damage, exploration, drilling, and other development activity will be allowed only during the period from May 15 to March 1. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any given year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1984 AUG 15 AM 9:30
RECEIVED
CHEYENNE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 4 1991
BUREAU OF LAND MANAGEMENT

13 August 1984
Date

Signature Paul M. Kelley

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING }
}
COUNTY OF SUBLETTE }

FOR VALUABLE CONSIDERATION, SWIFT ENERGY COMPANY, a Texas corporation, with offices at 16825 Northchase Drive, Suite 400, Houston, Texas 77060 ("Assignor"), does hereby assign, transfer and set over unto each of the following named assignees, each of which is a Texas limited partnership, in the proportion shown, all of Assignor's right, title and interest in and to:

I. The oil and gas leases described on Exhibit "A", attached hereto and made a part hereof for all purposes, together with a like interest in and to all the rights incident and appurtenant thereto, and INSOFAR AND ONLY INSOFAR AS being that interest assigned to Swift Energy Company in a certain Assignment and Bill of Sale dated May 25, 1988, between Presidio Energy, Inc., as Seller, and Swift Energy Company, as Buyer, Recorded in Volume 81, Page 485 of the Oil and Gas Records of Sublette County, Wyoming, covering the oil and gas leases described within Exhibit "A" (hereinafter referred to as the "Properties");

II. All permits, licenses, servitudes, rights-of-way, orders, gas purchase and sale agreements (wherein Assignor is a selling party pursuant to the above referenced Presidio Assignment and Bill of Sale), crude purchase and sale agreements (wherein Assignor is a selling party pursuant to the above referenced Presidio Assignment and Bill of Sale), surface leases, farmin agreements, farmout agreements, bottom hole agreements, acreage contribution agreements, operating agreements, unit agreements, processing agreements, options, leases of equipment or facilities, and other contracts, agreements, and rights that are owned by Assignor, in whole or in part, and that are appurtenant to the Properties or used or held for use in connection with the ownership or operation of the Properties or with the production, treatment sale, or disposal of water, hydrocarbons and associated substances therefrom or thereon (the "Agreements"); and

III. All of the real, personal and mixed property used in the operation of the Properties (whether located on or off the Properties) owned by Assignor, in whole or in part, without limitation (the "Personal Property").

The Properties, Agreements and Personal Property are hereinafter collectively referred to as the ("Interest").

Names and Addresses of Assignees	Undivided Interest Conveyed Herein
Swift Energy Income Partners 1986-C, Ltd. c/o Swift Energy Company its General Partner 16825 Northchase Drive, Suite 400 Houston, Texas 77060	Twenty Percent (20%)
Swift Energy Income Partners 1986-D, Ltd. c/o Swift Energy Company its General Partner 16825 Northchase Drive, Suite 400 Houston, Texas 77060	Thirty Percent (30%)

230659

RECORDED OCT. 19 19 90 12:40 P M
IN BOOK 86 O&G PAGE 743
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

Swift Energy Income Partners 1987-A, Ltd.
c/o Swift Energy Company
its General Partner
16825 Northchase Drive, Suite 400
Houston, Texas 77060

Twenty Percent (20%)

Swift Energy Income Partners 1987-B, Ltd.
c/o Swift Energy Company
its General Partner
16825 Northchase Drive, Suite 400
Houston, Texas 77060

Thirty Percent (30%)

Assignor does hereby agree to warrant and defend the interest conveyed against the lawful claims and demands of all persons whomsoever claiming or to claim the same, by, through, or under Assignor, but not otherwise.

All of the Personal Property conveyed by Assignor to Assignee hereby is being transferred in its present condition and location, AS IS, WHERE IS, WITH ALL FAULTS, without any warranty, expressed or implied, as to merchantability or fitness for a particular purpose.

EXECUTED, this the 10 day of July, 1990, but effective for all purposes as of January 1, 1988 at 7:00 a.m.

ATTEST:

By: _____
John R. Alden
Secretary

SWIFT ENERGY COMPANY

By: _____
Virgil N. Swift
Executive Vice President

STATE OF TEXAS }
}
COUNTY OF HARRIS }

This instrument was acknowledged before me on July 10, 1990, by VIRGIL N. SWIFT, Executive Vice President of Swift Energy Company.

_____
Notary Public in and for the
STATE OF TEXAS

Print Name: _____

My Commission Expires:

February 22 1992

55/PRESID

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT AND BILL OF SALE, EFFECTIVE JANUARY 1, 1988,
BETWEEN SWIFT ENERGY COMPANY, AS ASSIGNOR, AND
SWIFT ENERGY INCOME PARTNERS 1986-C, LTD.,
SWIFT ENERGY INCOME PARTNERS 1986-D, LTD.,
SWIFT ENERGY INCOME PARTNERS 1987-A, LTD.,
AND SWIFT ENERGY INCOME PARTNERS 1987-B, LTD.,
AS ASSIGNEES

STATE:	WYOMING
COUNTY:	SUBLETTE
WELL NAMES:	PHILLIPS-STATE #1-16 PHILLIPS-STATE #2-16 HERON-STATE #10-16

SWIFT LEASE NO.:	WY-0068-00
DATE OF LEASE:	November 2, 1972
LESSOR:	State of Wyoming Lease #72-28069
LESSEE:	Betty B. Schaffer
DESCRIPTION:	Township 27 North, Range 111 West Section 16: All
RECORDING DATA:	Book 69, Page 266

56/Phillips

746

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

BUREAU OF LAND MANAGEMENT
90 APR 16 AM 9:30
CHEYENNE, WYOMING

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

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

Big Piney Mesaverde - 0059023-000

Lease Serial No.

EV-026053

230674

Type or print plainly in ink and sign in ink.

RECORDED Oct. 22 1990 2:30 PM
IN BOOK 86 O&G PAGE 746
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

PART A: TRANSFER

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

Hawks Industries, Inc.
P.O. Box 359
Casper, Wyoming 82602

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

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

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

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

Land Description	Percent of Interest			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 35: E½NE¼ Containing 80.00 acres, more or less Sublette County, Wyoming	100% of 8/8ths	100% of 8/8ths	-0-	-0-	5% of 8/8ths
It is the intent that the Transfer of Operating Rights be merged into the Record Title.					
This assignment is subject to the terms and conditions of that certain Assignment and Bill of Sale dated April 3, 1990, but effective April 1, 1990 by and between Big Piney Oil and Gas Company, as Assignor and Hawks Industries, Inc., as Assignee.					

CERTIFIED
to be a true and correct copy
of the official records on file
OCT 12 1990
Adele L. Kwiatkowski
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 MAY 01 1990

By Pamela J. Lewis
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAY 11 1990
(Date)

[redacted] [redacted] [redacted]

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.

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 17 1990
Adelle L Zawalski
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 3rd day of April, 19 90
but effective April 1, 1990
Name of Transferor Big Piney Oil and Gas Company
Please type or print
Transferor [signature]
(Signature)
or
Attorney-in-fact Joseph S. Knowlton, President
(Signature)

845 East 400 South
(Transferor's Address)
Salt Lake City, Utah 84102
(City) (State) (Zip Code)

Executed this 3rd day of April, 19 90
Transferee HAWKS INDUSTRIES, INC.
[signature]
(Signature)
or
Attorney-in-fact Joseph J. McQuade, Vice 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 representations as to any matter w[illegible] its jurisdiction.

Form 3000-3
June 1988)

90 APR 16 AM 9:30
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
EV-026053

Lease Effective Date
(Anniversary Date)
10-1-49

New Serial No.
230675

By Piney Acquired - 005-4023-000

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

RECORDED Oct 22 1990 at 2:30 PM
IN BOOK 86 O&G PAGE 748
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lankford

1. Assignee* Hawks Industries, Inc.
Street P.O. Box 359
City, State, ZIP Code Casper, Wyoming 82602

*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 35: NE¼ Containing 160.00 acres, more or less Sublette County, Wyoming This assignment is subject to the terms and conditions of that certain Assignment and Bill of Sale dated April 3, 1990, but effective April 1, 1990 by and between Big Piney Oil and Gas Company, as Assignor and Hawks Industries, Inc., as Assignee.	100% of 8/8ths	100% of 8/8ths	-0-	-0-	5% of 8/8ths

CERTIFIED
to be a true and correct copy
of the official records on file
OCT 12 1990
Mollie L. Kudalske
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 effective MAY 01 1990

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER AUG 15 1990

[redacted] [redacted] [redacted]

Year Year

(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.

CERTIFIED
to be a true and correct copy
of the official records on file
OCT 12 1990
Adelle L Kwalski
BUREAU OF LAND MANAGEMENT

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 3rd day of April, 19 90
but effective April 1, 1990.

Name of Assignor as shown on current lease Big Piney Oil and Gas Company
Please type or print

Assignor [signature]
(Signature)
or
Attorney-in-fact Joseph S. Knowlton, President
(Signature)

845 East 400 South
(Assignor's Address)

Salt Lake City, Utah 84102
(City) (State) (Zip Code)

Executed this 3rd day of April, 19 90

Assignee HAWKS INDUSTRIES, INC.
(Signature)
or
Attorney-in-fact Joseph J. McQuade, Vice 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 representations as to any matter in its jurisdiction.

DEPARTMENT OF THE INTERIOR

UNITED STATES GENERAL LAND OFFICE

WASHINGTON, D. C.

545425

RECEIVED JAN 13 1958

005154-000 Chimney Butte

IN THE MATTER OF U.S. OIL AND GAS LEASE)
BEARING SERIAL NO. EVANSTON 024756)
COVERING THE HEREINAFTER DESCRIBED LANDS IN) ASSIGNMENT OF ROYALTY INTEREST
THE COUNTY OF SUBLETTE)
STATE OF WYOMING .)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of June 1, 1948, the United States of America issued unto Lucile Hilton, as Lessee, that certain U. S. Oil and Gas Lease bearing Serial No. Ev. 024756, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T. 28 N., R. 113 W., 6th P. M., Wyoming
Sec. 23: Lots 5, 6, 7
Sec. 24: Lots 5, 6, 7, 8, Tracts 46 A and B
Sec. 25: All

containing 929.41 acres, more or less

and,

WHEREAS, Lucile Hilton is the present owner and holder of a six (6) % 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.

Ten Dollars ($10.00) and other

NOW, THEREFORE, in consideration of/good and valuable consideration, the receipt of which is hereby acknowledged, Lucile Hilton, does hereby set over, transfer and assign unto Clarence I. Justheim, J. H. Morgan, Sr., Justheim Petroleum Company and Morgan (J.H.) Gas & Oil Co. subject to the approval of the Secretary of the Interior, an undivided 5.875 % overriding royalty interest in and to the oil, gas and other hydrocarbon substances, produced, saved and sold from the aforesaid lands, under and pursuant to said Oil and Gas Lease, divided as follows:

Clarence I. Justheim	- 1.5375%	J. H. Morgan, Sr.	- 1.46875%
Justheim Petroleum Company	- 1.4000%	Morgan (J. H.) Gas & Oil Co.	- 1.46875%

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Royalty Interest has been executed this 9th day of January, 1958.

Lucile Hilton
Lucile Hilton

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

On this 9th day of January, 1958, personally appeared before me, the undersigned Notary Public in and for said County and State, LUCILE HILTON, the signer of the above instrument, who duly acknowledged to me that she executed the same.

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

V. Lloyd Bradford
Notary Public in and for said County and State

230676

My Commission Expires:
April 21, 1961

CERTIFIED to be a true and comparative copy of the official records on file
SEP 28 1990
BUREAU OF LAND MANAGEMENT

RECORDED Oct. 22 1958 at 9:25 P M
IN BOOK 86 O&G PAGE 750
FEES 4.00 Mary L. Lawson COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lou Riley

0050154-000
0050018-000
Chimney Buttes Deep Unit

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

ANDREW C. MORRIS, being duly sworn, deposes and says that:

1. He is Division Landman for Enron Oil & Gas Company.

2. He is familiar with the Chimney Buttes Deep Unit Agreement and Unit Operating Agreement. After contraction, the current area covered by the Chimney Buttes Deep Unit Area is the following lands:

Township 28 North, Range 112 West
Section 19: Lots 3 and 4
Section 30: Lot 1

Township 28 North, Range 113 West
Section 3: SW/4NW/4, NW/4SW/4, S/2SW/4
Section 4: Lots 5, 6, SE/4, S/2NE/4
Section 14: S/2NW/4, SW/4, SW/4NE/4, W/2SE/4
Section 15: SE/4NE/4
Section 23: NE/4NW/4, NW/4NE/4
Section 24: Lots 6, 7 and 8
Section 25: Lots 1-4, W/2E/2, E/2W/2, SW/4SW/4
Section 26: SE/4SW/4, S/2SE/4
Section 34: Lots 2, 3, 4, NW/4NE/4, E/2NW/4, NE/4SW/4, S/2NE/4, NE/4NE/4, N/2SE/4
Section 35: All
Section 36: All

3. For the purposes of invoking the legal protection of constructive notice under the Wyoming recording act, Affiant has executed this Affidavit which he will cause to be recorded in the records of Sublette County Recorders, State of Wyoming.

Subscribed and sworn to before me this 25th day of September.

230677

ENRON OIL & GAS COMPANY

RECORDED Oct. 22 1990 2:50 P M
IN BOOK 86 O&G PAGE 751
FEES $ Lee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Jane Riley

By: Andrew C. Morris
Division Landman
"Affiant"

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of September, 1990, by Andrew C. Morris.

WITNESS my hand and official seal.

3-27-93
My Commission Expires

Notary Public - Debbie Christy

7845D

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF ARIZONA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF PIMA)

Allen R. True, a/k/a Allen Russell True, and Cynthia F. True, his wife, hereinafter referred to as "Assignors," 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, do hereby sell, assign, transfer and convey unto Allen R. True and Cynthia F. True, as Trustees of the True Revocable Trust dated 6/23/89, hereinafter called "Assignee," all of their overriding royalty interests in and under the lands in Sublette County, Wyoming, described as:

Township 27 North, Range 111 West, 6th P.M.
Section 8: SW/4SE/4
Section 17: NE/4

Township 27 North, Range 112 West, 6th P.M.
Section 36: All

Township 31 North, Range 115 West, 6th P.M.
Section 2: All
Section 3: All
Section 5: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 9: N/2N/2, S/2NE/4
Section 11: W/2, SE/4
Section 14: All
Section 15: NE/4

Township 32 North, Range 115 West, 6th P.M.
Section 8: Lots 1, 2, 3, 4, S/2
Section 9: Lots 3, 4, S/2
Section 15: SE/4, W/2
Section 16: All
Section 20: All
Section 21: All
Section 23: All
Section 26: All
Section 27: All
Section 29: All
Section 33: All
Section 34: All

230679

RECORDED OCT. 22 19 90 3:30 P.M.
IN BOOK 86 O&G PAGE 752
FEES $10.75 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Township 33 North, Range 115 West, 6th P.M.
Section 34: SE/4, W/2

TO HAVE AND TO HOLD the assigned interests unto the Assignee, their successors and assigns; provided, however, that this

Assignment is made by Assignors without warranties, either expressed or implied, and is so accepted by Assignee.

An Affidavit of Trust Existence and Authority has been recorded immediately prior to this instrument which discloses the names and powers of the trustees of the trust named as Assignee herein.

IN WITNESS WHEREOF, this Assignment is executed this 9th day of October, ~~1989~~ 90

Allen R. True

Allen R. True

Cynthia F. True

Cynthia F. True

The foregoing Assignment was subscribed, sworn to and acknowledged before me this 9th day of October, ~~1989~~ 90 by Allen R. True, a/k/a Allen Russell True, and Cynthia F. True, his wife.

Caryn Iman Tate

Notary Public

My Commission Expires:

_____

ref:(f)(Sublett2.Ass)

OFFICIAL SEAL
CARYN IMAN TATE
NOTARY PUBLIC
My Commission Expires
February 14, 1994

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF ARIZONA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF PIMA)

Allen R. True, a/k/a Allen Russell True, and Cynthia F. True, his wife, hereinafter referred to as "Assignors," 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, do hereby sell, assign, transfer and convey unto Allen R. True and Cynthia F. True, as Trustees of the True Revocable Trust dated 6/23/89, hereinafter called "Assignee," all of their overriding royalty interests in and under the lands in Sublette County, Wyoming, described as:

Township 27 North, Range 112 West
Section 2: NE/4 of Section 2

TO HAVE AND TO HOLD the assigned interests unto the Assignee, their successors and assigns; provided, however, that this Assignment is made by Assignors without warranties, either expressed or implied, and is so accepted by Assignee.

An Affidavit of Trust Existence and Authority has been recorded immediately prior to this instrument which discloses the names and powers of the trustees of the trust named as Assignee herein.

IN WITNESS WHEREOF, this Assignment is executed this 9th day of October, 1990.

230680

RECORDED OCT. 22 1990 3:30 P M
IN BOOK 86 O&G PAGE 754
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Allen R. True

Cynthia F. True

The foregoing Assignment was subscribed, sworn to and acknowledged before me this 9th day of October, 1990 by Allen R. True, a/k/a Allen Russell True, and Cynthia F. True, his wife.

Notary Public

My Commission Expires:

OFFICIAL SEAL
CARYN IMAN TATE
NOTARY PUBLIC
My Commission Expires
February 14, 1994

[redacted] [redacted] [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Corrine Kay Dey herein after called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars($10.00) and other valuable consideration, cash in hand paid by JD MINERALS, Post Office Box 1520, Palestine, Texas, 75802, hereinafter called Grantee, (whether one or more), the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals ("other minerals" includes coal, lignite, uranium, sulfur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Texas) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

All that certain tract or parcel of land out of the T-27-N, R-113-W, 6TH P.M. Section 28: S/2 NW/4, SW/4 NE/4, NW/4 SE/4, N/2 SW/4, SW/4 SW/4 Sublette County, Wyoming. Reference is made to this unit for descriptive purposes only and shall not limit this conveyance to any particular depths. Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

together with the rights of ingress and egress at all time for the purpose of mining, drilling and exploring said lands and lands pooled or unitized therewith for oil, gas and other minerals, and measuring, receiving and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, successors, administrators, executors and assigns for a primary term of one (1) year from date hereof, and as long thereafter as oil, gas and other minerals, or either of them, is produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands. If, at the expiration of said term, oil, gas or other minerals, or either of them is not being produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands, the Grantee's rights hereunder shall terminate and the royalty interest covered by this instrument shall revert to Grantor and Grantor's heirs, successors, administrators, executors, and assigns. If However, any oil, gas and/or mineral lease covering said lands, or any portion thereof is maintained in full force and effect by production from said lands or from a pool or unit which includes all or any part of said lands, or is maintained in full force and effect by the payment of shut-in gas royalties or any similar payments made to the lessors while there is located on the lease or lands pooled or unitized there with a well capable of producing gas or oil, but shut in for lack of market or any other reason, or if drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said land, then for purposes of determining the term of the royalty interest granted herein, it will be considered that production is being obtained from all of said lands during the time such lease is being so maintained.

2. This conveyance is made subject to the terms and conditions of all existing oil and gas leases, if any, covering all or any portion of said lands, insofar as they cover said lands and insofar as they cover the above-described royalty interest. This conveyance covers and includes all royalties due and to be paid or delivered under said leases, insofar as they cover said lands.

3. Grantee does not by these presents acquire any right to participate in the making of future oil and gas leases on the portion said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason terminate or become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

4. During the term of this grant, neither the Grantor nor the heirs, successors, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract, for the development of said lands or any portion of same for oil, gas, or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of one-sixth to be delivered free of cost in the pipeline and a royalty on natural gas of one-sixth of the value of same, free of any and all cost, when sold or used off the premises, or one-sixth of the net proceeds of such gas and one-sixth of the net amount of gasoline manufactured from natural or casinghead gas. If Grantor, or the heirs, successors, administrators, executors and assigns of the Grantor, as fee owners of said lands and minerals, or as the fee owner of any portion of said lands, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, and undivided one-sixth of all the oil produced and saved from the premises, delivered to Grantee's credit free of cost in the pipeline, and the same fraction of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same fraction of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

5. For the same consideration Grantor also grants, sells, conveys, assigns and transfers to Grantee, its heirs, successors, administrators, executors and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above-described royalties, insofar as they cover said land during the term hereof.

6. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their(as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors administrators executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 26th **day of** September ,19 90

Corrine Kay Dey

Corrine Kay Dey S.S.#

520-68-4545

S.S.#

230681

RECORDED Oct. 22 19 90 3:40 P M
IN BOOK 86 O&G PAGE 755
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

755

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF Carbon

This instrument was acknowledged before me on September 26

19 94 by Corrine Kay Dey .

NOTARY SIGN HERE: Mary C Cooper
Notary Public,State of Wyoming
Notary's name printed below:
MARY C Cooper

My commission expires: Aug 23, 1995

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____ and _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321

[redacted] [redacted] [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Robert Earl Cooper, Guardian of the Est. of Patricia Marie Cooper A. herein after called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars($10.00) and other valuable consideration, cash in hand paid by JD MINERALS, Post Office Box 1520, Palestine, Texas, 75802, hereinafter called Grantee, (whether one or more), the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals ("other minerals" includes coal, lignite, uranium, sulfur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Texas) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

All that certain tract or parcel of land out of the T-27-N, R-113-W, 6TH P.M. Section 28: S/2 NW/4, SW/4 NE/4, NW/4 SE/4, N/2 SW/4, SW/4 SW/4 Sublette County, Wyoming. Reference is made to this unit for descriptive purposes only and shall not limit this conveyance to any particular depths. Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

together with the rights of ingress and egress at all time for the purpose of mining, drilling and exploring said lands and lands pooled or unitized therewith for oil, gas and other minerals, and measuring, receiving and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, successors, administrators, executors and assigns for a primary term of one (1) year from date hereof, and as long thereafter as oil, gas and other minerals, or either of them, is produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands. If, at the expiration of said term, oil, gas or other minerals, or either of them is not being produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands, the Grantee's rights hereunder shall terminate and the royalty interest covered by this instrument shall revert to Grantor and Grantor's heirs, successors, administrators, executors, and assigns. If However, any oil, gas and/or mineral lease covering said lands, or any portion thereof is maintained in full force and effect by production from said lands or from a pool or unit which includes all or any part of said lands, or is maintained in full force and effect by the payment of shut-in gas royalties or any similar payments made to the lessors while there is located on the lease or lands pooled or unitized there with a well capable of producing gas or oil, but shut in for lack of market or any other reason, or if drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said land, then for purposes of determining the term of the royalty interest granted herein, it will be considered that production is being obtained from all of said lands during the time such lease is being so maintained.

2. This conveyance is made subject to the terms and conditions of all existing oil and gas leases, if any, covering all or any portion of said lands, insofar as they cover said lands and insofar as they cover the above-described royalty interest. This conveyance covers and includes all royalties due and to be paid or delivered under said leases, insofar as they cover said lands.

3. Grantee does not by these presents acquire any right to participate in the making of future oil and gas leases on the portion said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason terminate or become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

4. During the term of this grant, neither the Grantor nor the heirs, successors, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract, for the development of said lands or any portion of same for oil, gas, or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of one-sixth to be delivered free of cost in the pipeline and a royalty on natural gas of one-sixth of the value of same, free of any and all cost, when sold or used off the premises, or one-sixth of the net proceeds of such gas and one-sixth of the net amount of gasoline manufactured from natural or casinghead gas. If Grantor, or the heirs, successors, administrators, executors and assigns of the Grantor, as fee owners of said lands and minerals, or as the fee owner of any portion of said lands, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, and undivided one-sixth of all the oil produced and saved from the premises, delivered to Grantee's credit free of cost in the pipeline, and the same fraction of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same fraction of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

5. For the same consideration Grantor also grants, sells, conveys, assigns and transfers to Grantee, its heirs, successors, administrators, executors and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above-described royalties, insofar as they cover said land during the term hereof.

6. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their(as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors administrators executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 24 **day of** September ,19 90

Robert Earl Cooper, Guardian of the Est. S.S.# 520-62-3721

of Patricia Marie Cooper A. S.S.#

230682

RECORDED Oct. 22 1990 3:40 P M
IN BOOK 86 O&G PAGE 757
FEES $6.00 Mary L. Lanford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF Carbon

This instrument was acknowledged before me on September 24,

19 91 by Robert Earl Cooper, Guardian of the Est. of Patricia Marie Cooper A..

CAROL D. COOK - Notary Public
County of Carbon State of Wyoming
My Commission Expires Nov. 20, 1991

NOTARY SIGN HERE: Carol D. Cook
Notary Public, State of Wyoming
Notary's name printed below:
Carol D. Cook

My commission expires: Nov. 20, 1991

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____ and _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321

[redacted] [redacted] [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Robert Earl Cooper herein after called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars($10.00) and other valuable consideration, cash in hand paid by JD MINERALS, Post Office Box 1520, Palestine, Texas, 75802, hereinafter called Grantee, (whether one or more), the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals ("other minerals" includes coal, lignite, uranium, sulfur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Texas) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

All that certain tract or parcel of land out of the T-27-N, R-113-W, 6TH P.M. Section 28: S/2 NW/4, SW/4 NE/4, NW/4 SE/4, N/2 SW/4, SW/4 SW/4 Sublette County, Wyoming. Reference is made to this unit for descriptive purposes only and shall not limit this conveyance to any particular depths. Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

together with the rights of ingress and egress at all time for the purpose of mining, drilling and exploring said lands and lands pooled or unitized therewith for oil, gas and other minerals, and measuring, receiving and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, successors, administrators, executors and assigns for a primary term of one (1) year from date hereof, and as long thereafter as oil, gas and other minerals, or either of them, is produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands. If, at the expiration of said term, oil, gas or other minerals, or either of them is not being produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands, the Grantee's rights hereunder shall terminate and the royalty interest covered by this instrument shall revert to Grantor and Grantor's heirs, successors, administrators, executors, and assigns. If However, any oil, gas and/or mineral lease covering said lands, or any portion thereof is maintained in full force and effect by production from said lands or from a pool or unit which includes all or any part of said lands, or is maintained in full force and effect by the payment of shut-in gas royalties or any similar payments made to the lessors while there is located on the lease or lands pooled or unitized there with a well capable of producing gas or oil, but shut in for lack of market or any other reason, or if drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said land, then for purposes of determining the term of the royalty interest granted herein, it will be considered that production is being obtained from all of said lands during the time such lease is being so maintained.

2. This conveyance is made subject to the terms and conditions of all existing oil and gas leases, if any, covering all or any portion of said lands, insofar as they cover said lands and insofar as they cover the above-described royalty interest. This conveyance covers and includes all royalties due and to be paid or delivered under said leases, insofar as they cover said lands.

3. Grantee does not by these presents acquire any right to participate in the making of future oil and gas leases on the portion said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason terminate or become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

4. During the term of this grant, neither the Grantor nor the heirs, successors, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract, for the development of said lands or any portion of same for oil, gas, or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of one-sixth to be delivered free of cost in the pipeline and a royalty on natural gas of one-sixth of the value of same, free of any and all cost, when sold or used off the premises, or one-sixth of the net proceeds of such gas and one-sixth of the net amount of gasoline manufactured from natural or casinghead gas. If Grantor, or the heirs, successors, administrators, executors and assigns of the Grantor, as fee owners of said lands and minerals, or as the fee owner of any portion of said lands, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, and undivided one-sixth of all the oil produced and saved from the premises, delivered to Grantee's credit free of cost in the pipeline, and the same fraction of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same fraction of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

5. For the same consideration Grantor also grants, sells, conveys, assigns and transfers to Grantee, its heirs, successors, administrators, executors and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above-described royalties, insofar as they cover said land during the term hereof.

6. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their(as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors administrators executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 24th **day of** September ,19 90

520-62-3721

✓ Robert E. Cooper

Robert Earl Cooper S.S.#

S.S.#

230683

RECORDED Oct. 22 19 90 3:40 P M
IN BOOK 86 O&G PAGE 759
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF Carbon

This instrument was acknowledged before me on September 24,

19 91 by Robert Earl Cooper .

CAROL D. COOK - Notary Public
County of Carbon State of Wyoming
My Commission Expires Nov. 20, 1991

NOTARY SIGN HERE: Carol D. Cook
Notary Public, State of Wyoming
Notary's name printed below:
Carol D. Cook

My commission expires: Nov. 20, 1991

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____ and _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE

1.That Marie Hunzicker herein after called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars($10.00) and other valuable consideration, cash in hand paid by JD MINERALS, Post Office Box 1520, Palestine, Texas, 75802, hereinafter called Grantee, (whether one or more), the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals ("other minerals" includes coal, lignite, uranium, sulfur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Texas) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

All that certain tract or parcel of land out of the T-27-N, R-113-W, 6TH P.M. Section 28: S/2 NW/4, SW/4 NE/4, NW/4 SE/4, N/2 SW/4, SW/4 SW/4 Sublette County, Wyoming. Reference is made to this unit for descriptive purposes only and shall not limit this conveyance to any particular depths. Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

together with the rights of ingress and egress at all time for the purpose of mining, drilling and exploring said lands and lands pooled or unitized therewith for oil, gas and other minerals, and measuring, receiving and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, successors, administrators, executors and assigns for a primary term of one (1) year from date hereof, and as long thereafter as oil, gas and other minerals, or either of them, is produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands. If, at the expiration of said term, oil, gas or other minerals, or either of them is not being produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands, the Grantee's rights hereunder shall terminate and the royalty interest covered by this instrument shall revert to Grantor and Grantor's heirs, successors, administrators, executors, and assigns. If However, any oil, gas and/or mineral lease covering said lands, or any portion thereof is maintained in full force and effect by production from said lands or from a pool or unit which includes all or any part of said lands, or is maintained in full force and effect by the payment of shut-in gas royalties or any similar payments made to the lessors while there is located on the lease or lands pooled or unitized there with a well capable of producing gas or oil, but shut in for lack of market or any other reason, or if drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said land, then for purposes of determining the term of the royalty interest granted herein, it will be considered that production is being obtained from all of said lands during the time such lease is being so maintained.

2. This conveyance is made subject to the terms and conditions of all existing oil and gas leases, if any, covering all or any portion of said lands, insofar as they cover said lands and insofar as they cover the above-described royalty interest. This conveyance covers and includes all royalties due and to be paid or delivered under said leases, insofar as they cover said lands.

3. Grantee does not by these presents acquire any right to participate in the making of future oil and gas leases on the portion said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason terminate or become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

4. During the term of this grant, neither the Grantor nor the heirs, successors, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract, for the development of said lands or any portion of same for oil, gas, or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of one-sixth to be delivered free of cost in the pipeline and a royalty on natural gas of one-sixth of the value of same, free of any and all cost, when sold or used off the premises, or one-sixth of the net proceeds of such gas and one-sixth of the net amount of gasoline manufactured from natural or casinghead gas. If Grantor, or the heirs, successors, administrators, executors and assigns of the Grantor, as fee owners of said lands and minerals, or as the fee owner of any portion of said lands, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, and undivided one-sixth of all the oil produced and saved from the premises, delivered to Grantee's credit free of cost in the pipeline, and the same fraction of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same fraction of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

5. For the same consideration Grantor also grants, sells, conveys, assigns and transfers to Grantee, its heirs, successors, administrators, executors and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above-described royalties, insofar as they cover said land during the term hereof.

6. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance. Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their(as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors administrators executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 29 **day of** September **,19** 90

Marie Cooper FKA, Marie Hunzicker

Marie Hunzicker S.S.#

520-60-0754

S.S.#

230684

RECORDED Oct. 22 19 90 3:40 P M
IN BOOK 86 O:G PAGE 761
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

761

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF Natrona

This instrument was acknowledged before me on September 27

19 90 by Marie Hunzicker, NKA, Marie Cooper

NOTARY SIGN HERE: John L Buckingham
Notary Public,State of Wyoming
Notary's name printed below:.
John L. Buckingham

My commission expires: November 4, 1992

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____ and _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321

[redacted] [redacted] [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Effie B. Whitaker herein after called Grantor (whether one or more), for and in consideration of the sum of Ten Dollars($10.00) and other valuable consideration, cash in hand paid by JD MINERALS, Post Office Box 1520, Palestine, Texas, 75802, hereinafter called Grantee, (whether one or more), the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does grant, sell, convey, assign, set over and deliver unto the said Grantee all of the oil royalty, gas royalty, overriding royalty and royalty in casinghead gas, gasoline, and royalty, in other minerals ("other minerals" includes coal, lignite, uranium, sulfur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of Texas) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

All that certain tract or parcel of land out of the T-27-N, R-113-W, 6TH P.M. Section 28: S/2 NW/4, SW/4 NE/4, NW/4 SE/4, N/2 SW/4, SW/4 SW/4 Sublette County, Wyoming. Reference is made to this unit for descriptive purposes only and shall not limit this conveyance to any particular depths. Grantor agrees to execute any supplemental instrument requested by Grantee for a more complete or accurate description of said land.

together with the rights of ingress and egress at all time for the purpose of mining, drilling and exploring said lands and lands pooled or unitized therewith for oil, gas and other minerals, and measuring, receiving and removing the same therefrom. This grant shall run, and the rights, titles and privileges hereby granted shall extend to Grantee herein, and to Grantee's heirs, successors, administrators, executors and assigns for a primary term of one (1) year from date hereof, and as long thereafter as oil, gas and other minerals, or either of them, is produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands. If, at the expiration of said term, oil, gas or other minerals, or either of them is not being produced or mined from said lands, or any portion thereof, or from a pool or unit which includes all or any part of said lands, the Grantee's rights hereunder shall terminate and the royalty interest covered by this instrument shall revert to Grantor and Grantor's heirs, successors, administrators, executors, and assigns. If However, any oil, gas and/or mineral lease covering said lands, or any portion thereof is maintained in full force and effect by production from said lands or from a pool or unit which includes all or any part of said lands, or is maintained in full force and effect by the payment of shut-in gas royalties or any similar payments made to the lessors while there is located on the lease or lands pooled or unitized there with a well capable of producing gas or oil, but shut in for lack of market or any other reason, or if drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said land, then for purposes of determining the term of the royalty interest granted herein, it will be considered that production is being obtained from all of said lands during the time such lease is being so maintained.

2. This conveyance is made subject to the terms and conditions of all existing oil and gas leases, if any, covering all or any portion of said lands, insofar as they cover said lands and insofar as they cover the above-described royalty interest. This conveyance covers and includes all royalties due and to be paid or delivered under said leases, insofar as they cover said lands.

3. Grantee does not by these presents acquire any right to participate in the making of future oil and gas leases on the portion said lands not at this date under lease, nor of participating in the making of future leases, should any existing or future lease for any reason terminate or become canceled or forfeited, nor of participating in the bonus or bonuses which Grantor shall receive for any future lease, nor of participating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter.

4. During the term of this grant, neither the Grantor nor the heirs, successors, administrators, executors and assigns of the Grantor shall make or enter into any lease or contract, for the development of said lands or any portion of same for oil, gas, or other minerals, unless each and every such lease, contract, leases or contracts shall provide for at least a royalty on oil of one-sixth to be delivered free of cost in the pipeline and a royalty on natural gas of one-sixth of the value of same, free of any and all cost, when sold or used off the premises, or one-sixth of the net proceeds of such gas and one-sixth of the net amount of gasoline manufactured from natural or casinghead gas. If Grantor, or the heirs, successors, administrators, executors and assigns of the Grantor, as fee owners of said lands and minerals, or as the fee owner of any portion of said lands, shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty hereunder, and undivided one-sixth of all the oil produced and saved from the premises, delivered to Grantee's credit free of cost in the pipeline, and the same fraction of the value or proceeds of the sales of natural gas when and while the same is used or sold off the premises, and the same fraction of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the premises, during the term hereof.

5. For the same consideration Grantor also grants, sells, conveys, assigns and transfers to Grantee, its heirs, successors, administrators, executors and assigns, all of Grantor's interest in any production of oil, gas or other minerals from the lands covered hereby prior to the date hereof, together with any such production now held in storage, tanks and pipelines, and any and all sums of money, suspended runs or accounts of any type or character, due or owing to Grantor by parties by reason of any such prior production, and all of Grantor's future interest and after-acquired title in and to the above-described royalties, insofar as they cover said land during the term hereof.

6. By execution of this instrument, Grantor also authorizes and directs all persons responsible for paying and/or delivering the royalties subject to this instrument (the "subject royalties") to commence paying and/or delivering the subject royalties to Grantee in accordance with this instrument. Grantor warrants and represents to each such person and to that person's heirs, successors, assigns, and legal representatives that, prior to making this conveyance, Grantor was the lawful owner of the subject royalties and that Grantor has not heretofore conveyed the subject royalties to any other person. Grantor shall indemnify and hold each person responsible for paying and/or delivering the subject royalties, and that person's heirs, successors, assigns, and legal representatives harmless from and against any lawful claims to the subject royalties by, through, or under Grantor.

7. Grantor does hereby irrevocably appoint and constitute Grantee as Grantor's Agent and Attorney-in-Fact for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be necessary for this conveyance of interest, so that Grantee may act in Grantor's place instead for this limited purpose only.

8. TO HAVE AND TO HOLD the above-described property and rights, together with all and singular the rights and appurtenances thereto in any wise belonging, unto said Grantee, and the Grantee's heirs, successors, administrators, executors and assigns forever, and the Grantor does hereby bind himself and his, herself and her, itself and its, and/or themselves and their(as the case may be) heirs, successors, administrators, executors, and assigns to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs, successors administrators executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures, this the 27th **day of** September ,1990

Effie B. Whitaker

Effie B. Whitaker S.S.#

527 48 6438Z

S.S.#

230685

RECORDED Oct. 22 1990 3:46 P M

IN BOOK 86 O&G PAGE 763

FEES $6.00 Mary L. Lawton COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By: Mari Riley

SINGLE ACKNOWLEDGEMENT

STATE OF ~~WYOMING~~ Arizona
COUNTY OF Pima

This instrument was acknowledged before me on September 27

19 90 by Effie B. Whitaker .

NOTARY SIGN HERE: Onita Buttemore
Notary Public,State of Wyoming
Notary's name printed below:

My commission expires: My Commission Expires May 31, 1991

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____ and _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Wyoming
Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321

MINERAL ASSIGNMENT AND CONVEYANCE

THE undersigned, Albina Z. Magagna, Casper, Wyoming, Assignor, does hereby sell, assign, transfer, set-over and convey to Wyoming National Bank Casper, Trustee of the Albina Z. Magagna Family Trust, dated December 12, 1986, P.O. Box 2799, Casper, Wyoming 82602, Assignee, all right, title, and interest in and to the minerals covering and/or attributable to properties to wit:

Township 28 North, Range 114 West 6th P.M.
Section 13: $SW\frac{1}{4}NW\frac{1}{4}$
Section 14: $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$
Sublette County, Wyoming

SAID minerals being subject to that certain Oil and Gas Lease dated February 28, 1947, as recorded in the office of the Sublette County Clerk on March 26, 1947, in Book 2 of Oil and Gas Leases on Page 124.

EXECUTED this 15 day of October, 1990.

Assignor

Albina Z. Magagna

Albina Z. Magagna

Acknowledgement

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Before me the undersigned, a Nortary Public, in and for said County and State, on this 15 day of October, 1990, personally appeared Albina Z. Magagna, 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 herein set forth.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year least above written.

My Commission Expires:

Notary Public

230728

RECORDED OCT. 25 19 90 10:45 AM
IN BOOK 86 O&G PAGE 765
FEES $ 4.00 Mary L. Lankford SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

WI-023722

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 **ALLEN R. TRUE**, with an address of 9251 West Twin Peaks Road, Tucson, Arizona 85743 (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:

230737

RECORDED Oct. 26 '90 1:45PM
IN BOOK 86 O&G PAGE 766
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

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

CERTIFIED
to be a true and correct copy
of the official record on file
OCT 2 - 1990
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 13th day of Sept, 1990, effective as of the 26th day of September, 1986.

ALLEN R. TRUE
OVERRIDING ROYALTY OWNER

ABN

TRADE OK RPP

FORM OK JHM

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.

RECD OCT 22 AM 11

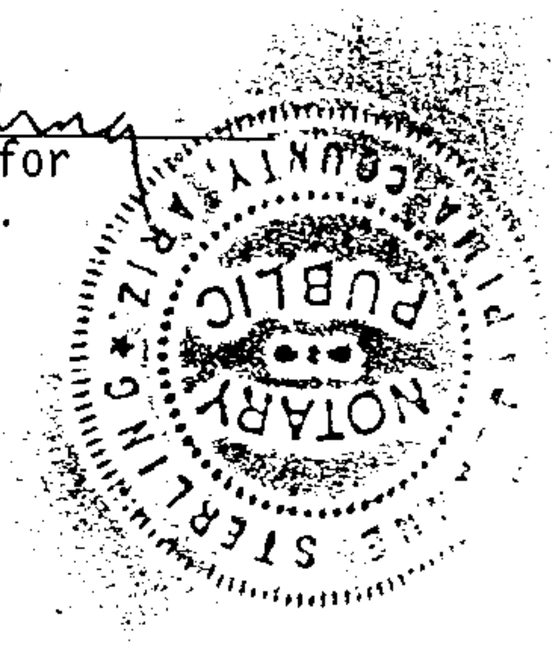
CERTIFIED
to be a true and correct copy
of the official records on file
OCT 2 - 1990
BUREAU OF LAND MANAGEMENT

THE STATE OF ARIZONA
COUNTY OF Pima

The foregoing instrument was acknowledged before me this 13th day of Sept, 1990, by ALLEN R. TRUE.

My Commission Expires:
Oct. 7, 1993

Jeanne Sterling
Notary Public in and for
Said County and State.

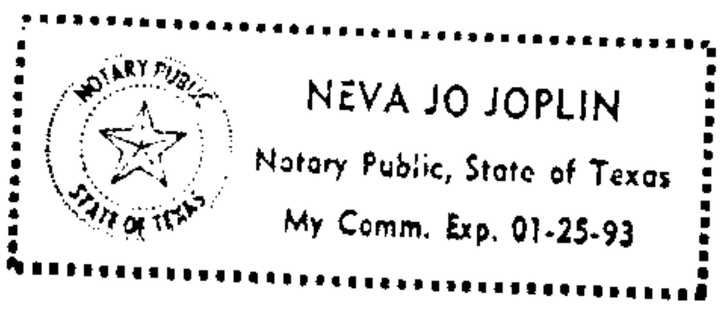


THE STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this 9th day of October, 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:
1-25-93

Neva Jo Joplin
Notary Public, State of Texas.



CERTIFIED
to be a true and correct copy
of the official record on file
OCT 22 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-114-W, 6th P.M. Sec. 29: Lots 1, 2, 9, 10, 11, 12, 19, 20 Sec. 32: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10	Fogarty Creek Unit Tract No. 6	1.000000	0.04264193	0.03000000	0.001279258
			Owner's Total Net Interest in Unit: (Unit Overriding Royalty Interest)		0.001279258

CERTIFIED

OCT 2 - 1980

BUREAU OF LAND MANAGEMENT

RECEIVED
1980 OCT 22 AM 8