ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Susan Donnell Cowdin 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 16 **day of** October ,19 90

Susan Donnell Cowdin 520-54-2266

Susan Donnell Cowdin S.S.# S.S.#

230739

RECORDED Oct. 26 19 90 2:15 P M
IN BOOK 87 Of G PAGE 1
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 December 16

19 96 by Susan Donnell Cowdin .

NOTARY SIGN HERE: Mary C Cooper
Notary Public, State of Wyoming
Notary's name printed below:
Mary C Cooper

My commission expires: Dec 23 1997

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

ROYALTY [redacted]VEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Susan Donnell Cowdin Guardian of the Est of Traci Dawn Cowdin 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 16 **day of** October ,**19** 90

Susan Donnell Cowdin — 520-54-2266

Susan Donnell Cowdin Guardian of the Est S.S.#

520-02-1693

of Traci Dawn Cowdin S.S.#

230740

RECORDED Oct. 26 19 90 2:15 P M
IN BOOK 87 of G PAGE 3
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

3

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF Carbon

This instrument was acknowledged before me on October 16

19 96 by Susan Donnell Cowdin Guardian of the Est of Traci Dawn Cowdin.

NOTARY SIGN HERE: Mary C Cooper
Notary Public, State of Wyoming
Notary's name printed below:
MARY C Cooper

MARY C. COOPER - Notary Public
County of Carbon State of Wyoming
My Commission Expires Aug. 23, 1997

My commission expires: Aug 23, 1997

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 Susan Donnell Cowdin Guardian of the Est Stephanie Lael Cowdin 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 16 **day of** October **,19** 90

✓ Susan Donnell Cowdin 520-54-2266
Susan Donnell Cowdin Guardian of the Est S.S.#

520-68-9406
Stephanie Lael Cowdin S.S.#

230741

RECORDED Oct. 26 19 90 2:15 P M
IN BOOK 87 of G PAGE 5
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kay

5

SINGLE ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF Carbon

This instrument was acknowledged before me on October 16

19 92 by Susan Donnell Cowdin Guardian of the Est Stephanie Lael Cowdin.

NOTARY SIGN HERE: Mary C. Cooper
Notary Public, State of Wyoming
Notary's name printed below:
Mary C Cooper

My commission expires: Aug 23, 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: 54321

[redacted] [redacted] [redacted]

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

ENERGY ASSOCIATES NW'78-B, 801 Second Avenue, Suite 1215, Seattle, Washington 98104, hereinafter referred to as "Assignor", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, grant, sell, transfer, assign and convey unto Enron Oil & Gas Company, P.O. Box 1188, Houston, Texas 77251-1188, hereinafter referred to as "Assignee", the following:

All of Assignor's right, title and interest in and to the Federal 40-6 well located in the SE/4 of Section 6, T27N-R111W, Sublette County, Wyoming and Assignee shall own and be entitled to receive all of Assignor's right, title and interest in the well, the material, equipment and fixtures appurtenant thereto, and all of Assignor's share of production therefrom.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever subject to the following:

1. This Assignment and Bill of Sale is made pursuant to and not in addition to that certain Purchase and Sale Agreement dated October 1, 1990, effective June 1, 1990, by and between Assignor and Assignee.

2. This Assignment and Bill of Sale of the Federal 40-6 well and the personal property appurtenant thereto, is made "AS IS, WHERE IS" without warranty of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

3. Assignor hereby specifically excepts and reserves all of its right, title and interest in and to the leasehold both below the stratigraphic equivalent of the total depth drilled in the Federal 40-6 well and outside of the well bore of said well.

IN WITNESS WHEREOF, this instrument is executed this 24th day of October, 1990, but for all purposes shall be effective June 1, 1990.

ENERGY ASSOCIATES NW 78-B

Robert C. St. Louis

By: Robert C. St. Louis
Title: Managing Partner

230868

RECORDED Nov. 2 19 90 8:30A M
IN BOOK 87 O:G PAGE 7
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me by Robert St. Louis this 24th day of October, 1990.

WITNESS my hand and official seal.

Notary Public

My commission expires:

10-8-91

Diane J. Werner
Notary Public
14933 NE 1st Pl #C
(Address)
Bellevue, WA 98007

1004

"ASSIGNMENT AND BILL OF SALE"

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF SUBLETTE & SWEETWATER)

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Energy Associates N.W. 78 and Energy Associates N.W. 78-A, whose address is 801 Second Avenue, Suite 1215, Seattle, Washington 98105 (hereinafter collectively referred to as "Assignor"), do 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

230869

RECORDED Nov. 2 1990 8:30 AM
IN BOOK 87 of 6 PAGE 8
FEES $ 38.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mon Riley

(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 October 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 June 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 25th day of October, 1990, but shall be effective as of June 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:

ENERGY ASSOCIATES N.W. 78-A

By: Robert C. St. Louis
Title: Managing Partner

ENERGY ASSOCIATES N.W. 78

By: Robert C. St. Louis
Title: Managing Partner

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

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

Witness my hand and official seal.

[illegible]
My Commission Expires

[illegible]
Notary Public

Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

RITA J. LIBRA NOTARY PUBLIC STATE OF COLORADO

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 23rd day of October, 1990, by Robert C. St. Louis as Managing Partner of Energy Associates N.W. 78-A.

Witness my hand and official seal.

1-18-91
My Commission Expires

Claire J. Werner
Notary Public

Address: 14933 NE 1st Pl #C
Bellevue, WA 98007

DIANE J. WERNER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JAN 18, 1991

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 23rd day of October, 1990, by Robert C. St. Louis as Managing Partner of Energy Associates N.W. 78.

Witness my hand and official seal.

1-18-91
My Commission Expires

Claire J. Werner
Notary Public

Address: 14933 NE 1st Pl #C
Bellevue, WA 98007

DIANE J. WERNER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JAN 18, 1991

9266A

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated October 25, 1990, by and between Energy Associates NW 78 and Energy Associates NW 78-A as "Assignor" and Enron Oil & Gas Company, as "Assignee".

LEASE NUMBER	LEGAL DESCRIPTION	WORKING INTEREST OWNERSHIP
W-35398	Township 27 North, Range 111 West Section 8: SW/4SE/4 Section 17: NE/4 Sublette County, Wyoming	To 11,391': 0.9000%
W-35399	Township 27 North, Range 111 West Section 15: N/2 Sublette County, Wyoming	To all depths: 1.5000%
W-54136	Township 27 North, Range 111 West Section 15: SW/4 Sublette County, Wyoming	To 11,694': 1.5000%
	Section 14: All Section 15: SE/4 Sublette County, Wyoming	To 11,694': 0.9000%
W-36422	Township 27 North, Range 111 West Section 22: N/2 Section 25: W/2, SE/4 Sublette County, Wyoming	Surface to 11,750': 0.9000%
	Section 23: All Section 26: All Sublette County, Wyoming	From 5,500' to 11,750': 0.9000%
W-62508	Township 27 North, Range 111 West Section 29: W/2, W/2NE/4, SE/4NE/4, SE/4 Sublette County, Wyoming	To all depths: 1.5000%
W-63821	Township 27 North, Range 111 West Section 32: Lots 3 & 4 N/2SE/4, NE/4 Sublette County, Wyoming	To all depths: 1.5000%
W-51347	INSOFAR AS SAID LEASE COVERS: Township 27 North, Range 111 West Section 5: NW/4 Sublette County, Wyoming	To 11,391': 1.5000%
	Section 8: NW/4 Sublette County, Wyoming	0.9000%
W-34033	Township 27 North, Range 111 West Section 29: NE/4NE/4 Sublette County, Wyoming	To all depths: 1.2000%

LEASE NUMBER	LEGAL DESCRIPTION	WORKING INTEREST OWNERSHIP
W-1316	Township 25 North, Range 111 West Section 27: NE/4, SW/4 Section 28: S/2NE/4, SE/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%
	Township 25 North, Range 111 West Section 27: SW/4NE/4, SW/4 Sweetwater County, Wyoming	Operating Rights From the Surface to 9,731' and/or Base of 2nd Frontier: 0.38475%
	Township 25 North, Range 111 West Section 27: N/2NE/4, SE/4NE/4 Section 28: S/2NE/4, SW/4 Sweetwater County, Wyoming	Operating Rights From the Surface to 9,683' and/or Base of 2nd Frontier: 0.0058125% ORRI BPO 0.0675% WI APO
	Township 25 North, Range 111 West Section 27: NE/4, SW/4 Section 28: S/2NE/4, SW/4 Sweetwater County, Wyoming	Operating Right From Base of 2nd Frontier to 10,580': 0.27%
W-1317	Township 25 North, Range 111 West Section 27: NW/4, SE/4 Section 28: S/2NW/4, SE/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%
	Township 25 North, Range 111 West Section 27: NE/4NW/4, S/2NW/4, SE/4 Section 28: E/2SE/4 Sweetwater County, Wyoming	Operating Rights From the Surface to 9,731' and/or Base of 2nd Frontier: 0.38475%
	Township 25 North, Range 111 West Section 27: NW/4NW/4 Section 28: W/2SE/4, S/2NW/4 Sweetwater County, Wyoming	Operating Rights From the Surface to 9,683' and/or Base of 2nd Frontier: 0.0058125% ORRI BPO 0.0675% WI APO
	Township 25 North, Range 111 West Section 27: NW/4, SE/4 Section 28: S/2NW/4, SE/4 Sweetwater County, Wyoming	Operating Rights From Base of 2nd Frontier to 10,580': 0.27%
W-2096	Township 25 North, Range 111 West Section 10: E/2E/2 Section 11: W/2NW/4, SE/4NW/4, SW/4 Section 14: NW/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%
	Township 25 North, Range 111 West Section 10: E/2E/2 Section 11: SW/4, S/2NW/4, NW/4NW/4 Sweetwater County, Wyoming	Operating Rights From Surface to 10,580': 0.27%
	Township 25 North, Range 111 West Section 14: NW/4 Sweetwater County, Wyoming	Operating Rights From Surface to 10,580': 0.375%
W-2686	Township 25 North, Range 111 West Section 26: NW/4, S/2NE/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%

LEASE NUMBER	LEGAL DESCRIPTION	WORKING INTEREST OWNERSHIP
W-2686 (cont.)	Township 25 North, Range 111 West Section 26: NW/4, S/2NE/4 Sweetwater County, Wyoming	Operating Rights From Surface to Base of 2nd Frontier: 0.00898125% ORRI BPO 0.0675% WI APO
	Township 25 North, Range 111 West Section 26: NW/4, S/2NE/4 Sweetwater County, Wyoming	Operating Rights From Base of 2nd Frontier to 10,580': 0.27%
W-5582	Township 25 North, Range 111 West Section 10: W/2SE/4, E/2NW/4, W/2SW/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%
	Township 25 North, Range 111 West Section 10: W/2SE/4, E/2NW/4, W/2SW/4 Sweetwater County, Wyoming	Operating Rights From Surface to 10,580': 0.27%
W-6738	Township 25 North, Range 111 West Section 12: All Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%
	Township 25 North, Range 111 West Section 12: All Sweetwater County, Wyoming	Operating Rights From Surface to 10,580': 0.27%
W-6739	Township 25 North, Range 111 West Section 21: W/2SW/4, SE/4, NW/4, E/2NE/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%
	Township 25 North, Range 111 West Section 21: W/2SW/4, SE/4, NW/4, E/2NE/4 Sweetwater County, Wyoming	Operating Rights From Surface to Base of 2nd Frontier: 0.0069375% ORRI BPO 0.0675% WI APO
	Township 25 North, Range 111 West Section 21: W/2SW/4, SE/4, NW/4, E/2NE/4 Sweetwater County, Wyoming	Operating Rights From Base of 2nd Frontier to 10,580': 0.27%
W-6739-A	Township 25 North, Range 111 West Section 22: NE/4, E/2NW/4, SW/4, W/2SE/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below 10,580': 0.1125%
	Township 25 North, Range 111 West Section 22: NE/4, E/2NW/4, SW/4, W/2SE/4 Sweetwater County, Wyoming	Operating Rights From Surface to Base of 2nd Frontier: 0.0069375% ORRI BPO 0.0675% WI APO
	Township 25 North, Range 111 West Section 22: NE/4, E/2NW/4, SW/4, W/2SE/4 Sweetwater County, Wyoming	Operating Rights From Base of 2nd Frontier to 10,580': 0.27%

LEASE NUMBER	LEGAL DESCRIPTION	WORKING INTEREST OWNERSHIP
W-36420	Township 25 North, Range 111 West Section 26: S/2 Sweetwater County, Wyoming	Record Title and Operating Rights Below Base of 2nd Frontier: 0.6%
	Township 25 North, Range 111 West Section 26: NW/4SW/4 Sweetwater County, Wyoming	Operating Rights From Surface to Base of 2nd Frontier: 0% BPO 0.15% APO
	Township 25 North, Range 111 West Section 26: SE/4, E/2SW/4, SW/4SW/4 Sweetwater County, Wyoming	Operating Rights From Surface to Base of 2nd Frontier: 0.6%
W-52072	Township 25 North, Range 111 West Section 13: N/2 Sweetwater County, Wyoming	Record Title: 0.225%
-	-	Operating Rights From Surface to all depths: 0.255%
W-32472	Township 25 North, Range 111 West Section 14: S/2 Section 23: N/2, SW/4 Sweetwater County, Wyoming	Record Title: 0.225%
	Township 25 North, Range 111 West Section 14: S/2 Sweetwater County, Wyoming	Operating Rights (All Depths): 0.375%
	Township 25 North, Range 111 West Section 23: N/2 Sweetwater County, Wyoming	Operating Rights (All Depths): 0.225%
	Township 25 North, Range 111 West Section 23: SW/4 Sweetwater County, Wyoming	Operating Rights From Surface to Base of 2nd Frontier: 0.001125% ORRI BPO 0.05625% WI APO
W-52074A	Township 25 North, Range 111 West Section 11: E/2SE/4 Section 14: NE/4 Sweetwater County, Wyoming	Record Title: 0.225%
	Township 25 North, Range 111 West Section 11: E/2SE/4 Sweetwater County, Wyoming	Operating Rights (All Depths): 0.225%
	Township 25 North, Range 111 West Section 14: NE/4 Sweetwater County, Wyoming	Operating Rights (All Depths): 0.375%
W-51666	Township 25 North, Range 111 West Section 21: W/2NW/4, E/2SE/4 Sweetwater County, Wyoming	Operating Rights From the Surface to 9,509': 0.0005625% ORRI BPO 0.028125% WI APO

LEASE NUMBER	LEGAL DESCRIPTION	WORKING INTEREST OWNERSHIP
W-61043	Township 25 North, Range 111 West Section 26: N/2NE/4 Sweetwater County, Wyoming	Record Title and Operating Rights Below Base of 2nd Frontier: 0.6% Operating Rights From the Surface to Base of 2nd Frontier: 0.003% ORRI BPO 0.15% WI APO
ST of WY 67-10888	Township 25 North, Range 111 West Section 16: All Sweetwater County, Wyoming	From the Surface to 10,580' 0.00387187% ORRI BPO 0.06% APO

EXHIBIT "A-1"

Attached to and made a part of that certain
Assignment and Bill of Sale dated October 25, 1990,
by and between Energy Associates N.W. 78 and
Energy Associates N.W. 78-A Partnership as "Assignor",
and Enron Oil & Gas Company, as "Assignee".

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 10-5	T27N - R111W, 6th PM Sec. 5: NW/4 Sublette County, Wyoming	1.5% BPO 0.9% APO	1.18875% BPO 0.72% APO
Energetics 10-8	T27N - R111W, 6th PM Sec. 8: NW/4 Sublette County, Wyoming	1.05%	0.84%
Energetics 30-15	T27N - R111W, 6th PM Sec. 15: SW/4 Sublette County, Wyoming	1.5% BPO 1.2% APO	1.168125% BPO 0.96% APO
Energetics 20-17	T27N - R111W, 6th PM Sec. 17: NE/4 Sublette County, Wyoming	0.9%	0.7155%
True 10-22	T27N - R111W, 6th PM Sec. 22: NW/4 Sublette County, Wyoming	0.9%	0.7695%
Energetics 10-29	T27N - R111W, 6th PM Sec. 29: NW/4 Sublette County, Wyoming	1.5%	1.2075%
Energetics 20-29	T27N - R111W, 6th PM Sec. 29: NE/4 Sublette County, Wyoming	1.4625%	1.184813%
Energetics 40-29	T27N - R111W, 6th PM Sec. 29: SE/4 Sublette County, Wyoming	1.4625%	1.184813%
Energetics 40-32	T27N - R111W, 6th PM Sec. 32: SE/4 Sublette County, Wyoming	1.5%	1.2075%
LMU Fed 30-10	T25N - R111W, 6th PM Sec. 10: SW/4 Sweetwater County, Wyoming	0.2025%	0.1631625%
LMU Fed 30-11	T25N - R111W, 6th PM Sec. 11: SW/4 Sweetwater County, Wyoming	0.34125%	0.274294%
LMU Fed 20-13	T25N - R111W, 6th PM Sec. 13: NE/4 Sweetwater County, Wyoming	0.225%	0.18%
LMU II 23-14	T25N - R111W, 6th PM Sec. 14: SW/4 Sweetwater County, Wyoming	0.375% BPO 0.23625% APO	0.281953% BPO 0.191283% APO
LMU II 30-21	T25N - R111W, 6th PM Sec. 21: SE/4 Sweetwater County, Wyoming	0.120441%	0.096966% (WI) 0.003444% (ORRI)

[redacted] [redacted] [redacted]

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
LMU Federal 30-12	T25N - R111W, 6th PM Sec. 12: SW/4 Sweetwater County, Wyoming	0.27%	0.21956%
LMU II 30-22	T25N - R111W, 6th PM Sec. 22: SW/4 Sweetwater County, Wyoming	0.120441%	0.096966% (WI) 0.003444% (ORRI)
LMU II 20-27	T25N - R111W, 6th PM Sec. 27: NE/4 Sweetwater County, Wyoming	0.120441%	0.096966% (WI) 0.003444% (ORRI)
LMU II 20-28	T25N - R111W, 6th PM Sec. 28: NE/4 Sweetwater County, Wyoming	0.120441%	0.096966% (WI) 0.003444% (ORRI)
LMU II 30-28	T25N - R111W, 6th PM Sec. 28: SW/4 Sweetwater County, Wyoming	0.145949%	0.118609%
LMU Federal 20-16	T25N - R111W, 6th PM Sec. 16: NE/4 Sweetwater County, WY	-0-	0.003872% BPO
LMU Federal 30-16	T25N - R111W, 6th PM Sec. 16: SW/4 Sweetwater County, WY	-0-	0.003872% BPO
LMU Federal 20-21	T25N - R111W, 6th PM Sec. 21: NE/4 Sweetwater County, WY	-0-	0.005203% BPO
LMU Federal 20-22	T25N - R111W, 6th PM Sec: 22: NE/4 Sweetwater County, WY	-0-	0.005344% BPO
LMU Federal 20-23	T25N - R111W, 6th PM Sec: 23: NE/4 Sweetwater County, WY	0.225%	0.183375%
LMU Federal 30-23	T25N - R111W, 6th PM Sec. 23: SW/4 Sweetwater County, WY	-0-	0.003539%
LMU Federal 20-26	T25N - R111W, 6th PM Sec. 26: NE/4 Sweetwater County, WY	-0-	0.005735% BPO
LMU II #2	T25N - R111W, 6th PM Sec. 27: SW/4 Sweetwater County, WY	-0-	0.003444%

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT "A-1", ENRON AND SELLER STIPULATE AND AGREE THAT IT IS THE INTENTION OF THIS EXHIBIT "A-1" TO DESCRIBE ALL OF SELLER'S RIGHT, TITLE, AND INTEREST WITHIN THE FOLLOWING GENERAL LEGAL SUBDIVISIONS:

T25N - R111W, 6th PM
Sweetwater County, Wyoming

T27N - R111W, 6th PM
Sublette County, Wyoming

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale dated October 25, 1990, but effective as of June 1, 1990, by and between Energy Associates NW 78 and Energy Associates NW 78-A, as "Assignor", and Enron Oil & Gas Company, as "Assignee".

BIRD CANYON CONTRACTS

1. Farmout Agreement dated 11/3/78 by and between True Oil Company, as Farmor, and Energetics, Inc., as Farmee. (W-34033, W-36422, W-51347, and W-35398)

2. Pooling Agreement dated 7/24/81, effective 2/27/81, by and between Energetics, Inc. and True Oil Company, covering the W/2 of Section 8, T27N-R111W. (W-51347 and W-68117)

3. Farmout Letter Agreement dated 6/11/79 by and between True Oil Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4NE/4 of Section 29, T27N-R111W; W-34033)

4. Communitization Agreement approved 3/3/80, to be effective 11/1/79, covering the E/2 of Section 29, T27N-R111W. (W-62508 and W-34033; Federal #40-29 well)

5. Participation Letter Agreement dated 11/28/79 between L. Gene Marsolek, MM&S Partners, and Energetics, Inc. (Covers the NW/4 of Section 32, T27N-R111W; W-63490; Federal #10-32 well)

6. Participation Letter Agreement date 11/28/79 between Mary K. Poole, MM&S Partners and Energetics, Inc. (Covers the NW/4 of Section 32, T27N-R111W; W-63490; Federal #10-32 well)

7. Farmout Agreement dated 9/15/78 by and between Northwest Exploration Company, as Farmor, and Energetics, Inc., as Farmee. (W-54136)

8. Communitization Agreement approved 6/23/82, to be effective 12/10/81, recorded in Book 65, at Page 395 in Sublette County, Wyoming, covering the W/2 of Section 15, T27N-R111W. (W-54136 and W-35399; Federal #30-15 well)

LITTLE MONUMENT CONTRACTS

1. Unit Agreement dated as of 9/18/78 for the Little Monument II Unit Area.

2. Unit Operating Agreement dated as of 9/18/78 for the Little Monument II Unit Area.

3. Agreement dated 7/28/78, as amended, by and between Northern Natural Gas Company and Energetics, Inc.

4. Agreement dated 11/2/78, as amended, by and between Energetics, Inc., as Farmor, and Northern Natural Gas Company, as Farmee.

5. Farmout Agreement dated 8/1/80 by and between Fuel Resources Development Co., et al., as Farmor, and Energetics, Inc., as Farmee.

6. Farmout Agreement dated effective 6/1/83 by and between Fuel Resources Development Co., et al., as Farmor, and Energetics Operating Company, as Farmee.

7. Lease Purchase Offer dated 3/10/81, as amended, by and between Amax Petroluem Corporation, as Seller, and Energetics, Inc., as Buyer.

8. Letter Agreement dated 5/7/82, as amended, by and between Tenneco Oil Company and Energetics, Inc.

9. Agreement dated 4/25/83 by and between Sinclair and Energetics, Inc.

10. Farmout Agreement dated 7/6/83, as amended, by and between NICOR Exploration Co., as Farmor, and Energetics Operating Company, as Farmee.

11. Farmout Agreement dated 5/2/83 by and between Marvin Wolf, as Farmor, and Energetics Operating Company, as Farmee.

12: Farmout Agreement dated 5/12/83 by and between Lawrence Howard Wolf, as Farmor, and Energetics Operating Company, as Farmee.

13. Farmout Agreement dated 5/12/83 by and between Wendy Louise Wolf, as Farmor, and Energetics, Inc., as Farmee.

14. Continous Farmout Option Agreement dated 1/13/83, as mended, by and between Northwest Exploration Company, as Farmor, and Energetics, Inc., as Farmee.

15. Farmout Agreement dated 9/1/81, as amended, by and between Internorth, Inc. and Energetics, Inc.

16. Farmout and Farmout Option Letter Agreement dated 3/25/83, as amended, by and between Internorth, Inc. and Energetics, Inc.

17. Farmout and Farmout Option Letter Agreement dated 5/2/83, as amended, by and between Internorth, Inc. and Energetics Operating Company.

18. Farmout and Farmout Option Letter Agreement dated 5/20/83 by and between Internorth, Inc. and Energetics Operating Company.

19. Farmout and Farmout Option Letter Agreement dated 8/1/83 by and between Internorth, Inc. and Energetics Operating Company.

20. Farmout and Farmout Option Letter Agreement dated 8/9/83 by and between Internorth, Inc. and Energetics Operating Company.

21. Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, As Farmor, and Energetics, Inc., as Farmee. (Covers the SW/4 of Section 28, T25N-R111W)

22. Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 28, T25N-R111W)

23. Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 27, T25N-R111W)

24. Farmout Agreement dated 12/8/82, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the SW/4 of Section 22, T25N-R111W)

25. Farmout Agreement dated 2/22/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 26, T25N-R111W)

26. Farmout Agreement dated 2/24/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers the NE/4 of Section 21, T25N-R111W)

27. Farmout Agreement dated 5/10/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers portions of Sections 10, 11, 12, 16, 21, 22, 23, and 26, T25N-R111W)

28. Farmout Agreement dated 5/11/83, as amended, by and between Southland Royalty Company, as Farmor, and Energetics, Inc., as Farmee. (Covers portions of Sections 11 and 15, T25N-R111W)

29. Farmout Agreement dated 7/28/78, as amended, by and between Samedan Oil Corporation, et al., as Farmors, and Energetics, Inc., as Farmee.

30. Farmout Agreement dated 9/24/84, as amended, by and between Samedan Oil Corporation, as Farmor, and Energetics, Inc., as Farmee.

31. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-16)

32. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-21)

33. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. Federal #20-26)

34. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #30-21)

35. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #30-28)

36. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-22)

37. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #30-23)

38. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #30-22)

39. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #30-16)

40. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-27)

41. Affiliated Farmout Agreement dated 3/1/83 by and between Energy Associates N.W.'78-A Partnership, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-28)

42. Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-23)

43. Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-13)

44. Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #20-27)

45. Affiliated Farmout Agreement dated 3/1/83 by and between Energetics, Inc., a Delaware corporation, as Farmor, and DPM, Inc., et al., as Farmees. (Federal #30-11)

GAS CONTRACTS

1. Gas Purchase Contract dated 12/19/78 by and between Energetics, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

2. Gas Purchase Contract dated 8/8/79, as amended, by and between Energetics, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

3. Gas Purchase Contract dated 11/19/85, as amended, by and between ITR Petroleum, Inc., as Seller, and Gas Ventures, as Buyer.

4. Gas Balancing Agreement dated 12/85, as amended, by and between MM&S Partners, et al., and ITR Petroleum, Inc.

5. Gas Purchase Contract dated 2/1/86, as amended, by and between ITR Petroleum Inc., as Seller, and Gas Ventures, as Buyer.

6. Gas Storage and Balancing Agreement dated effective as of 2/1/86.

7. Release Agreement dated 1/9/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

8. Release Agreement dated 1/31/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

9. Release Agreement dated 2/27/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

10. Release Agreement dated 12/31/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

11. Release Agreement dated 3/14/88 by and between Northwest Pipeline Corporation and General Atlantic Energy Corporation.

12. General Offer of Credit and Agency Agreement dated effective December 1, 1987, by and between ITRP/Kimball Gas Ventures, Kimball Energy Corporation and Energy Associates NW, Energy Associates NW 78-A, 78-B, 78-C, and 78-D.

"ASSIGNMENT AND BILL OF SALE"

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTIES 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, Energy Associates N.W. 78 and Energy Associates N.W. 78-B, whose address is 801 Second Avenue, Suite 1215, Seattle, Washington 98105 (hereinafter collectively referred to as "Assignor"), do 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

230870

RECORDED Nov. 2 1990 8:30 A M
IN BOOK 87 of G PAGE 26
FEES $24.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

(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 October 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 June 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 25th day of October, 1990, but shall be effective as of June 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:

ENERGY ASSOCIATES N.W. 78-B

By: Robert C. St. Louis
Title: Managing Partner

ENERGY ASSOCIATES N.W. 78

By: Robert C. St. Louis
Title Managing Partner

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of October, 1990, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

Witness my hand and official seal.

2-24-1991
My Commission Expires

RITA J. LIBRA NOTARY PUBLIC STATE OF COLORADO

Rita J. Libra
Notary Public

Address: 1801 California Street
Suite 3400
Denver, Colorado 80202

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 23rd day of October, 1990, by Robert C. St. Louis as Managing Partner of Energy Associates N.W. 78-B.

Witness my hand and official seal.

1/18/91
My Commission Expires

DIANE J. WERNER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JAN 18, 1991

Diane J. Werner
Notary Public

Address: 14933 NE 1st Pl #C
Bellevue, WA 98007

ACKNOWLEDGMENT

STATE OF Washington)
)ss.
COUNTY OF King)

The foregoing instrument was acknowledged before me this 23rd day of October, 1990, by Robert C. St. Louis as Managing Partner of Energy Associates N.W. 78.

Witness my hand and official seal.

1/18/91
My Commission Expires

DIANE J. WERNER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JAN 18, 1991

Diane J. Werner
Notary Public

Address: 14933 NE 1st Pl #C
Bellevue, WA. 98007

9271A

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated October 25, 1990, by and between Energy Associates NW 78 and Energy Associates NW 78-B Partnership, as "Assignor" and Enron Oil & Gas Company, as "Assignee".

LEASE NUMBER	LEGAL DESCIPTION	WORKING INTEREST
W-51347	INSOFAR AS SAID LEASE COVERS: Township 27 North, Range 111 West Section 5: SW/4 Section 7: NE/4 Section 8: N/2SW/4 Sublette County, Wyoming	To 11,391': 0.9000%
W-67808	INSOFAR AS SAID LEASE COVERS: Township 27 North, Range 111 West Section 7: SE/4 Sublette County, Wyoming	To all Depths: 1.5000%
W-68117	INSOFAR AS SAID LEASE COVERS: Township 27 North, Range 111 West Section 8: S/2SW/4 Section 17: W/2 Sublette County, Wyoming	To all Depths: 1.5000%

EXHIBIT "A-1"

Attached to and made a part of that certain Assignment and Bill of Sale dated October 25, 1990, by and between Energy Associates N.W. 78 and Energy Associates N.W. 78-B Partnership, as "Assignor", and Enron Oil & Gas Company, as "Assignee".

"WELLS"

WELL NAME	LOCATION	WORKING INTEREST	NET REVENUE INTEREST
Energetics 40-6	T27N - R111W, 6th PM Sec. 6: SE/4 Sublette County, Wyoming	1.05%	0.84%
Energetics 20-7	T27N - R111W, 6th PM Sec. 7: NE/4 Sublette County, Wyoming	1.2%	0.9825%
Energetics 40-7	T27N - R111W, 6th PM Sec. 7: SE/4 Sublette County, Wyoming	1.2%	0.9135%
Energetics 30-8	T27N - R111W, 6th PM Sec. 8: SW/4 Sublette County, Wyoming	1.05%	0.8325%
Energetics 10-17	T27N - R111W, 6th PM Sec: 17: NW/4 Sublette County, Wyoming	1.5%	1.2075%
Energetics 30-17	T27N - R111W, 6th PM Sec. 17: SW/4 Sublette County, Wyoming	1.5%	1.2075%

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS EXHIBIT "A-1", ENRON AND SELLER STIPULATE AND AGREE THAT IT IS THE INTENTION OF THIS EXHIBIT "A-1" TO DESCRIBE ALL OF SELLER'S RIGHT, TITLE, AND INTEREST WITHIN THE FOLLOWING GENERAL LEGAL SUBDIVISIONS:

T27N - R111W
Sublette County, Wyoming

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale dated October 25, 1990, but effective as of June 1, 1990, by and between Energy Associates NW 78 and Energy Associates NW 78-B, as Assignor, and Enron Oil & Gas Company, as Assignee.

BIRD CANYON CONTRACTS

1. Farmout Agreement dated 11/3/78 by and between True Oil Company, as Farmor, and Energetics, Inc., as Farmee. (W-34033, W-36422, W-51347, and W-35398)

2. Pooling Agreement dated 7/24/81, effective 2/27/81, by and between Energetics, Inc. and True Oil Company, covering the W/2 of Section 8, T27N-R111W. (W-51347 and W-68117)

3. Pooling Agreement dated 7/15/81, effective 2/26/81, by and between Energetics, Inc., and True Oil Company, covering the E/2 of Section 6, T27N-R111W. (W-51347 and W-67808)

4. Pooling Agreement dated 6/19/81, effective 2/26/81, by and between Energetics, Inc. and True Oil Company, covering the E/2 of Section 7, T27N-R111W. (W-51347 and W-67808)

5. Communitization Agreement approved 4/16/82 to be effective 2/1/82 covering the SW/4 of Section 8, T27N-R111W. (W-51347 and W-68117; Federal #30-8 well)

6. 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)

7. 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)

8. 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)

GAS CONTRACTS

1. Gas Purchase Contract dated 12/19/78 by and between Energetics, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

2. Gas Purchase Contract dated 8/8/79, as amended, by and between Energetics, Inc., as Seller, and Northwest Pipeline Corporation, as Buyer.

3. Gas Purchase Contract dated 11/19/85, as amended, by and between ITR Petroleum, Inc., as Seller, and Gas Ventures, as Buyer.

4. Gas Balancing Agreement dated 12/85, as amended, by and between MM&S Partners, et al., and ITR Petroleum, Inc.

5. Gas Purchase Contract dated 2/1/86, as amended, by and between ITR Petroleum, Inc., as Seller, and Gas Ventures, as Buyer.

6. Gas Storage and Balancing Agareement dated effective as of 2/1/86.

7. Release Agreement dated 1/9/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

8. Release Agreement dated 1/31/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

9. Release Agreement dated 2/27/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

10. Release Agreement dated 12/31/86 by and between Northwest Pipeline Corporation and ITR Petroleum, Inc.

11. Release Agreement dated 3/14/88 by and between Northwest Pipeline Corporation and General Atlantic Energy Corporation.

12. General Offer of Credit and Agency Agreement dated effective December 1, 1987, by and between ITRP/Kimball Gas Ventures, Kimball Energy Corporation, and Energy Associates NW, Energy Associates NW 78-A, 78-B, 78-C, and 78-D.

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-17208

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Howell Petroleum Corporation
   Street 1010 Lamar, Suite 1800
   City, State, ZIP Code Houston, Texas 77002

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 114 West, 6th P.M. Section 32: Lots 16, 17, 18, 19, 20 From the surface of the ground down to and including 8,950 feet. containing 180.42 acres, more or less Sublette County, Wyoming.	12.5%	12.5%	-0-	-0-	4.6%

230895

RECORDED Nov 5 19 90 3:35 P M
IN BOOK 87 O&G PAGE 37
FEES $8 Mary Lou Kerr COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective _____

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

SUPERVISORY LAND LAW EXAMINER
(Title)

OCT 1 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.

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 January, 19 91

Name of Transferor PETRO-SEARCH, INC.

Transferor (Please type or print) Robert H. Nunnallee

Robert H. Nunnallee
Vice President/Land

1010 Lamar, Suite 1800, Houston, TX 77002

ATTEST:
BY: Kathleen B. Boni

Kathleen B. Boni
Assistant Secretary

Executed this 24th day of September, 19 91

Transferee HOWELL PETROLEUM CORPORATION

Robert H. Nunnallee
Vice President/Land

ATTEST:

BY: Kathleen B. Boni

Kathleen B. Boni
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 TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared ROBERT H. NUNNALLEE, VICE PRESIDENT/LAND of HOWELL PETROLEUM CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of September, 1990.

Notary Public in and for the
State of Texas

My Commission Expires:

CHEREESA M. SCOTT
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 19, 1993

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority on this day personally appeared ROBERT H. NUNNALLEE, VICE PRESIDENT/LAND of PETRO-SEARCH, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of September, 1990.

Notary Public in and for the
State of Texas

My Commission Expires:

CHEREESA M. SCOTT
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 19, 1993

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 Robert V. Thompson and Bette M. Thompson, 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 Robert V. Thompson and Bette M. Thompson, 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 3: NE¼SE¼
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼
Section 15: NE¼NE¼, SE¼
Section 22: NE¼NE¼

Section XXXX, Township XXXX, Range XXXX, and containing 680.00 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 669.

Executed this 1st day of November, 1990.

230898

Perma Land Company

By: _____

S. Burritt Boynton
Operations Manager

RECORDED Nov. 6 1990 9:00 A.M.
IN BOOK 87 O&G FOLIO 40
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Lee

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

I, Laura J. Meyer, 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 Operations Manager 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 1st day of November, 1990.

My commission expires 9/28/94

LAURA J. MEYER NOTARY PUBLIC STATE OF COLORADO

Laura J. Meyer
Notary Public

[redacted] [redacted] [redacted]

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 Frances M. Johnson, a single woman, 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 Frances M. Johnson, a single woman, 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 3: NE¼SE¼
Section 14: SW¼NE¼, NW¼NW¼, S½NW¼, SW¼, W½SE¼
Section 15: NE¼NE¼, SE¼
Section 22: NE¼NE¼

Section XXXX, Township XXXX, Range XXXX, and containing 680.00 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 669.

Executed this 1st day of November, 1990.

230899

RECORDED Nov. 6 1990 9a A M
IN BOOK 87 O&G PAGE 41
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Perma Land Company

By: S. Burritt Boynton
Operations Manager

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

I, Laura J. Meyer, 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 Operations Manager 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 1st day of November, 1990.

My commission expires 9/28/94

Laura J. Meyer
Notary Public

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

230902

STATE OF Wyoming
COUNTY OF Sublette

RECORDED Apr 6 1990 11:44 AM
IN BOOK 87 Of 6 PAGE 42
FEES 10.00
SUBLETTE COUNTY CLERK

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 CROFF OIL COMPANY, 1675 Larimer, Suite 810, Denver, CO 80202 (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 21 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:

CROFF OIL COMPANY

By: _____

Title: President

ATTEST:

_____
Secretary

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 Colorado)
) ss.
COUNTY OF Denver)

Subscribed and sworn to before me this 27th day of July, 1990, by GERALD L. JENSEN, President, Kroff OK Company.

My commission expires: July 30, 1993.

Notary Public
Address: 1675 Larimer Street, Suite 810
Denver CO 80202

EXHIBIT "A"

Hanson Federal 20-1
Sublette County, Wyoming

Township 27 North - Range 112 West
Section 1: Lots 1,2, S½ NE¼

Containing 160.18 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."

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **SHERMAN H. NORTON**, of Lubbock National Bank Building, Suite 606, 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 16, 1989, by and between Sherman H. Norton, Jr. 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 23rd day of March, 1990.

Sherman H. Norton
SHERMAN H. NORTON

STATE OF TEXAS)
) ss.
COUNTY OF Lubbock)

On this 23rd day of March, 1990, before me personally appeared Sherman H. Norton, 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 [NOTARY PUBLIC STATE OF TEXAS] PAT FARRELL Notary Public, State of Texas My Commission Expires 4-9-92

Pat Farrell 230986
Notary Public

(3/jsr/assn/bpnorton.t26)

[redacted] [redacted]

RECORDED Nov. 14 1990 9:10 AM
IN BOOK 87 O&G PAGE 46
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By [redacted] Deputy

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease dated [illegible], 1990, by and between SHERMAN H. NORTON, 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

48

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW117877

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: High Plains Energy Co
   Street: 1600 Broadway #1565
   City, State, Zip Code: Denver, CO 80202

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No. _____ *Sale Date (m/d/y): ____ / ____ / ____
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. _____ R. _____ Meridian _____ State _____ County _____
   Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 030ON R. 114OW 06th Meridian WY State Sublette County
Sec. 027 S2N2,N2SW,SE;

230987

COMMITTED TO Springman Creek UNIT
NO WYW116339X
APPROVED 9-8-89
"COMMITTED" 6-1-90

RECORDED Nov. 14 1990 9:20 A M
IN BOOK 87 O:G PAGE 48
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

Total acres in lease 400.000
Rental retained $ 600.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

By James J. Lewis (Signing Officer)

Supervisory Land Law Examiner (Title) MAY 17 1990 (Date)

EFFECTIVE DATE OF LEASE JUN 01 1990

(Continued on reverse)

FOR LESSEE

Tear

INSTRUCTIONS

Tear

A. General

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

B. Special:

Item 1--Enter offeror's name and billing address.

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

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

[redacted]--This space will be completed by the United States [redacted]

PAPERWORK REDUCTION STATEMENT

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

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

2. [illegible] and maintain a record of oil and gas lease activity.

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 C.F.R. 2.48(d) provide that you be furnished the [illegible] required to process your offer.

PRINCIPAL PURPOSE: The information is to be used to process oil and gas offers and leases.

ROUTINE USES:

(1) The adjudication of the lease rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when consent or concurrence is required prior to granting a right in public lands or resources.

(4) Information in the record and in 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 offer may be rejected. See regulations at 43 CFR 3100.

4. (a) Each signer 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 options in an offer leasing Deferred 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. 1930

(b) The undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may 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, or 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 10th day of June, 19 90, in the presence of: [illegible]

[illegible] (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 are as follows: [illegible]

(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.

COMMITTED to approved cooperative or unit [illegible] which such land is committed, and the part contains [illegible] allocated to this lease. However, [illegible] paid on the portion allocated to this lease [illegible] due at the rate specified in (a), (b), or (c) [illegible] within a participating area.

COMMITTED IN [illegible] anniversary date of this lease [illegible] automatically terminate this lease by operation of law. Rental may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

COMMITTED

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 next following the month in which production is carried. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in reasonable quantities 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 is severed, 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. 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 promote development, or he determines that the lease cannot be economically produced under the terms provided herein.

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 (FOOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when lessee failed to meet his due diligence requirement under the lease, or the operator is in violation of applicable laws, regulations, orders, or citation issued under 30 CFR Sec. 250 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 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 interest of sound operating practices. Lessee shall not be required to drill wells to protect leased lands from drainage if lessee pays 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, production records on wells, reservoir and tests, and a record of subsurface investigations and tests. Lessee shall keep safe and accurate records, accounts, and vouchers showing the amount and quality of all products removed and sold, the proceeds therefrom, and the amount used for production or unavoidably lost. Lessee may be required to furnish copies of records and reports as lessor may prescribe. All such records shall be available for inspection by lessor at all reasonable times in the office where they are normally kept. Whether or not royalty is due, lessee shall report quantity and quality of each product removed. Lessee shall notify lessor promptly of any well which is proposed to be completed to obtain production in paying quantities. Lessee shall immediately notify lessor of any encounter of potentially valuable deposits of metals. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased lands and all wells, improvements, machines, and fixtures thereon and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documents that pertain to all activities conducted on lands described in this lease or lands pooled or unitized with this lease. 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, relocation of, or prohibition of surface uses or operations, and specification of interim and final reclamation measures. Lessor reserves the right to designate existing roads and to authorize future roads on or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be coordinated 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.

Page 2

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 portion 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 FOOGRMA (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, or assignees of the respective parties hereto.

50

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.
WYW117877

Lease Effective Date
(Anniversary Date)
6/1/90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* PRIMA OIL & GAS COMPANY
   Street 1801 Broadway, Suite 500
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 27: S2N2, N2SW4, SE4 Containing 400.00 acres, more or less Sublette County, Wyoming	100%	100%	None	None	None

230988

RECORDED Nov. 14 19 90 9:20 A.M.
IN BOOK 87 O & G PAGE 50
FEES $3.00 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 _____

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

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

PART C: GENERAL INSTRUCTIONS

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.

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

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

If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.

5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given

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 19th day of Oct., 19 90

Name of Assignor as shown on current lease: High Plains Energy Company
Please type or print

Assignor: George W. Clay, IV (Signature) President

Attest: James F. Winter (Signature) Secretary

1600 Broadway, Suite 1565
(Assignor's Address)

Denver CO 80202
(City) (State) (Zip Code)

Executed this 22nd day of October, 19 90

PRIMA OIL & GAS COMPANY

Assignee or Attorney-in-fact: G. Walter Lunsford (Signature)

G. Walter Lunsford

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—573 016/80011

STATE OF COLORADO)
) ss. ACKNOWLEDGMENT
COUNTY OF DENVER)

On this 22nd day of October, 1990, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of PRIMA OIL & GAS COMPANY, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

CYNTHIA A. RIEDEL NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES:
July 10, 1993

NOTARY PUBLIC

Cynthia A. Riedel

Cynthia A. Riedel
1801 Broadway, Suite 500
Denver, CO 80202

[redacted] ROYALTY [redacted] EYANCE [redacted]

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE

1.That Chelton A. Boyd 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, (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 28th **day of** September ,19 90

Chelton A. Boyd Jr. 700-12-2952
Chelton A. Boyd Jr. S.S.#

700-12-2952
S.S.#

230998

RECORDED Nov 14 19 90 11:00 A.M
IN BOOK 87 O&G PAGE 53
FEES $6.00 Shirley L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mona Riley

Pima
28th
September a Chelton A. Boyd Jr.
Deb Longanecker

53

SINGLE ACKNOWLEDGEMENT

STATE OF ~~WYOMING~~ Arizona
COUNTY OF Pima

This instrument was acknowledged before me on 28th Sept 1990

19___by Chelton A. Boyd Jr. .

NOTARY SIGN HERE: Debby Longanecker
Notary Public, State of ~~Wyoming~~ AZ
Notary's name printed below:
Debby Longanecker

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: _____

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

Producers 88 - Paid Up

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of November, 19 90, by and between

Robert V. Thompson and Bette M. Thompson, husband and wife
P. O. Box 220
Big Piney, Wyoming 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that lessor, for and in consideration of ten or 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

231036

Township 29 North, Range 114 West, 6th P.M.
Section 11: $SE\frac{1}{4}NE\frac{1}{4}$
Section 12: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$

RECORDED Nov. 16, 1990 2:20 PM
IN BOOK 87 O&G PAGE 55
FEES 8.00 Mary Lou Ford COUNTY CLERK
SUBLETTE COUNTY CLERK

See Exhibit "A" attached hereto and made a part hereof.

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 400.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from November 18, 1990 and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declarationshall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/ such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the 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 [illegible] described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Robert V. Thompson

Robert V. Thompson

SS# 520-16-3668

x Bette M. Thompson

Bette M. Thompson

SS# 520-64-2104

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife known to me to be the person S whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th day of November, 19X 90

My commission expires:

January 10, 1991

Kathleen A. King - Notary Public
County of Sublette
State of Wyoming
My Commission Expires Jan. 10, 1991

Kathleen A. King

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, 198 _____

My commission expires:

_____

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that ___he___ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 198 _____

My commission expires:

_____

Notary Public

EXHIBIT "A"

Attached to and made a part of the certain oil and gas lease dated the 1st of November 1990, by and between Robert V. Thompson and Bette M. Thompson, husband and wife, Lessor, and Dolar Oil Properties, Lessee:

1) Top lease clause:

(A) This lease is presently subordinate to an existing oil and gas lease dated November 17, 1985 (the current lease), the primary term of which expires November 17, 1985; and Lessor covenants and agrees not to further extend, amend or modify said current lease.

(B) Lessee shall be obligated either to (1) pay or tender to Lessor, or to the credit of Lessor, on or before the date specified in (C) below, the sum of $9,000.00 as additional bonus, or (2) release this lease of record; provided, however, Lessee may elect to retain any part of this lease and release the balance of lands covered hereby by the payment to Lessor, as herein provided, the sum of an additional $20.00 per net mineral acre for the lands so retained by Lessee.

(C) The additional bonus must be paid or tendered and/or this lease must be released in whole or in part on or before December 17, 1990 unless on such date the current lease has been extended beyond its primary term under any provision thereof, in which event the additional bonus must be paid or tendered and/or this lease must be released in whole or in part not later than 60 days after the termination of the extended term of said current lease.

2) Lessor, or the current surface owner, and Lessee agree to enter into negotiations for and to execute a Right-of-Way and Surface Damages Agreement prior to Lessee conducting any operations on the surface of the leased premises.

The Right-of-Way and Surface Damages Agreement referred to above shall, at a minimum, provide that Lessee shall notify Lessor in advance, of its intentions to conduct operations on said premises. Said agreement shall specify the dollar amounts to be paid to Lessor for all surface damages and shall also stipulate the standards to which the leased premises shall be restored upon termination of operations, in whole or in part, by Lessee.

Signed for Identification this ___ day of November 1990.

Robert V. Thompson

Bette M. Thompson

Producers 88 - Paid Up

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of November, 19 90, by and between

Robert V. Thompson and Bette M. Thompson, husband and wife
P. O. Box 220
Big Piney, Wyoming 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that lessor, for and in consideration of ten or 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

231037

RECORDED Nov. 16 1990 2:20 P M
IN BOOK 87 OR G PAGE 58
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: mae Riley

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 6: $S\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$
Section 8: $NE\frac{1}{4}NW\frac{1}{4}$

See Exhibit "A" attached hereto and made a part hereof.

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 632.10 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five (5) years from November 18, 1990 and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declarationshall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the 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 [illegible] or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Robert V. Thompson

Robert V. Thompson

SS# 520-16-3668

Bette M. Thompson

Bette M. Thompson

SS# 520-64-2104

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife known to me to be the person S whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th day of November, 19X 90

My commission expires:

January 10, 199[illegible]

Kathleen A. King - Notary Public
County of Sublette — State of Wyoming
Commission Expires Jan. 10, 19[illegible]

Kathleen A. King

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, 198 ____.

My commission expires

_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that ____he____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 198 ____.

My commission expires:

_____

Notary Public

EXHIBIT "A"

Attached to and made a part of the certain oil and gas lease dated the 1st of November 1990, by and between Robert V. Thompson and Bette M. Thompson, husband and wife, Lessor, and Dolar Oil Properties, Lessee:

1) Top lease clause:

(A) This lease is presently subordinate to an existing oil and gas lease dated November 17, 1985 (the current lease), the primary term of which expires November 17, 1985; and Lessor covenants and agrees not to further extend, amend or modify said current lease.

(B) Lessee shall be obligated either to (1) pay or tender to Lessor, or to the credit of Lessor, on or before the date specified in (C) below, the sum of $14,222.25 as additional bonus, or (2) release this lease of record; provided, however, Lessee may elect to retain any part of this lease and release the balance of lands covered hereby by the payment to Lessor, as herein provided, the sum of an additional $20.00 per net mineral acre for the lands so retained by Lessee.

(C) The additional bonus must be paid or tendered and/or this lease must be released in whole or in part on or before December 17, 1990 unless on such date the current lease has been extended beyond its primary term under any provision thereof, in which event the additional bonus must be paid or tendered and/or this lease must be released in whole or in part not later than 60 days after the termination of the extended term of said current lease.

2) Lessor, or the current surface owner, and Lessee agree to enter into negotiations for and to execute a Right-of-Way and Surface Damages Agreement prior to Lessee conducting any operations on the surface of the leased premises.

The Right-of-Way and Surface Damages Agreement referred to above shall, at a minimum, provide that Lessee shall notify Lessor in advance, of its intentions to conduct operations on said premises. Said agreement shall specify the dollar amounts to be paid to Lessor for all surface damages and shall also stipulate the standards to which the leased premises shall be restored upon termination of operations, in whole or in part, by Lessee.

Signed for Identification this ___ day of November 1990.

Robert V. Thompson
Robert V. Thompson

Bette M. Thompson
Bette M. Thompson

[redacted] ROYALTY [redacted] VEYANCE [redacted]

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE

1. That Clara M. Boyd, Ind. Exectx. of the Est. of Alex Boyd 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 18 day of September ,19 90

Clara Mae Boyd
Clara M. Boyd, Ind. Exectx. of the Est. S.S.# 459-46-4370

458-62-0219
of Alex Boyd S.S.#

231170

Florence M Snider
FLORENCE M. SNIDER, S.S. 460-
Daughter of Alex Boyd 460-803605

RECORDED Nov. 29 1990 2:00 P.M.
IN BOOK 87 O&G PAGE 60
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

60

61

SINGLE ACKNOWLEDGEMENT

STATE OF ~~WYOMING~~ TEXAS
COUNTY OF CALHOUN

This instrument was acknowledged before me on September 18

19 90 by Clara M. Boyd, Ind. Exectx. of the Est. of Alex Boyd.

LAWRENCE A. DIO
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug 31, 1992

NOTARY SIGN HERE: Lawrence A Dio

Notary Public, State of ~~Wyoming~~
Notary's name printed below:

My commission expires:

SINGLE ACKNOWLEDGEMENT

STATE OF ~~WYOMING~~ TEXAS
COUNTY OF CALHOUN

This instrument was acknowledged before me on September 18

19 90 by FLORENCE M. SNIDER.

NOTARY SIGN HERE: Lawrence A Dio

LAWRENCE A. DIO
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 31, 1992

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

0050028-000
Goat Hill Prospect

AFFIDAVIT

231284

RECORDED Dec. 3 IN 90 2:00 PM
IN BOOK 87 D.S. PAGE 62
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

PAMELA J. LEWIS, being duly sworn, deposes and says that:

1. She is a Supervisory Land Law Examiner for the West Leasing Unit, Branch of Fluid Minerals, United States Department of the Interior, Bureau of Land Management.

2. She is familiar with the events listed below which affect Federal Lease Serial Numbers W-06206 and W-0136178:

(a) Federal Oil and Gas Lease W-06206 was issued to W. Russell Hull on April 11, 1951, effective May 1, 1951, covering All of Sections 9, 15 and 21, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 1,920.00 acres, more or less.

(b) Decision letter dated January 26, 1961, effective January 11, 1961, issued by Arvin H. Olswold, Chief of Minerals Section, segregated certain lands in Federal Oil and Gas Lease Serial number W-06206, resulting in the creation of Federal Oil and Gas Lease Serial Number W-0136178. The legal description of W-06206 was changed to cover All of Section 9, All of Section 15, and the N/2 of Section 21, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 1,600.00 acres, more or less. The legal description of W-0136178 was described as the S/2 of Section 21, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming, being 320.00 acres, more or less.

(c) Copies of Oil and Gas Lease Serial Number W-06206 and decision letter dated January 26, 1961, are attached hereto and made a part hereof as Exhibit "A" to this Affidavit.

3. For purposes of recordation and indexing in the Sublette County clerk's office, the lands covered by Oil and Gas Lease Serial Number W-06206 prior to the segregation mentioned in 2(b) above are hereby ratified and confirmed.

4. For the purposes of invoking the legal protection of constructive notice under the Wyoming recording act of said documents listed above, and attached hereto as Exhibit "A," Affiant has executed this Affidavit which she will cause to be recorded in the records of the Sublette County Recorder, State of Wyoming.

SUBSCRIBED and sworn to before me this 10th day of October, 1990.

BY: Pamela J. Lewis
Pamela J. Lewis

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STATE OF WYOMING)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 11th day of October, 1990, by Pamela J. Lewis.

WITNESS my hand and official seal.

PENELOPE H. COSTOPOULOS NOTARY PUBLIC LARAMIE COUNTY WYOMING

February 14 1993
My Commission Expires

Penelope H. Costopoulos
Notary Public

7873P

Form No. 4-1100
(10 Revised)
This form must not be used after [illegible] 1951

RECEIVED
APR 23 1951
Bureau of Land Management
Survey Office

EXHIBIT "A"

ORIGINAL

Form approved.
Budget Bureau No. 42-R990.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office ..... WIO.
Serial No. 06205
Receipt No. .....

sec. 1, act of July 29, 1942 (56 Stat. 726)

OFFER TO LEASE AND LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

19853

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

(Fill in on a typewriter or print plainly in ink and sign in ink)

Check: $1185
1185

1. Name ..... W. Russell Hull

P. O. Address ..... 209 Wasatch Oil Building, Salt Lake City 1, Utah

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

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
6th P. M. Meridian Wyoming (State)	..... Meridian ..... (State)
T. 30 N. R. 113 W. Sec. .....: Legal subdivisions	T. ..... R. ..... Sec. .....: Legal subdivisions
Sec. 9: All Sec. 15: All Sec. 21: All N/2 OK	This lease embraces the area and the land described in Item 2.
Preference right for new five year lease on Evanston 021578, pursuant to Act of Congress approved July 29, 1942 (56 Stat. 726;30 U. S.C.)	The rental retained is the rental amount shown in Item 4.
Total Area 1920.00 Acres	Total Area ..... Acres
Sublette County OK	Rental retained $.....

4. Amount remitted: Filing fee $10, Rental $ 960.00, Total $ 970.00 OK

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born X Naturalized ..... If naturalized, give court, date and number of naturalization certificate. Corporation or other legal entity (specify what kind): .....
(b) Offeror's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the Reclamation and Forest stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

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

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

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 11 day of April 19 51

Witness
Laurence S. Untein
Joseph Benjamin

W. Russell Hull
(Lessee signature)
.....
(Lessee signature)
.....
(Attorney-in-fact)

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

THE UNITED STATES OF AMERICA

By Guy Williams
(Signing officer)

Manager, Land and Survey Office
(Title)

Effective date of lease MAY 1 1951

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

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

16--63087-1

BUREAU OF LAND MANAGEMENT
SEP 10 1990
to be a true and correct copy
of the original document on file

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 hereinafter or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where specifically set forth in the terms of this lease.

SEC. 2. The lessee agrees:

(a) *Bonds.*—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) To furnish a bond in a sum double the amount of $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the relinquishment of any part of the leased land within the known geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of the lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (4) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. (5) In all other cases where a bond is not otherwise required, to furnish not less than 90 days before the due date of the next unpaid annual rental, a $1,000 bond conditioned on compliance with the lease obligations, 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. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

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

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

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

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

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

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

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

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221). Provided, however, that if this lease covers lands in Alaska and the lessee drills and makes the first discovery of oil or gas in commercial quantities in any geologic structure, the royalty on production hereunder shall be 5 percent for 10 years following the date of discovery, and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan the 5 percent rate herein provided shall, for the purpose of computing royalty due the United States, inure to the benefit of all committed land within the participating area established by reason of such discovery.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as royalty 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) Portions or minimum royalties may be waived, suspended or reduced and royalties on the whole 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 or as 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 and 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) *Easements, 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 used 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, investments, depreciation and costs.

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

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

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purposes 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 of record title, working or royalty interests, operating agreements and subleases, such instrument to take effect upon the final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(n) *Payments to purchaser 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 patented 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 purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees, and upon completion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Commingling royalties.*—Not to create commingling royalties in excess of 5 percent except as otherwise authorized by the regulations.

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

SEC. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act and the treatment and shipment of products thereof by or under authority of the Government, 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 low 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. 1347), 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) *Camps.*—All rights pursuant to section 10 of the act to purchase, mine, and lease or operate valuable water wells.

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (1) of the act of August 1, 1946 (60 Stat. 774, 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 operations, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by 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, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of section 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. sec. 22), and sections 431, 432 and 433, Title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

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

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

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

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State in which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. If less than five copies are filed, the offeror will have 15 days from the date of first filing to file the other required copies, failing which the offer will be rejected and returned to the offeror and will afford no priority.

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

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

7. If any of the land described in item 3 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land; unless, before the issuance of the amendment on Form 4-1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40, in which case such separate lease will be issued. If the lease is amended the rental charged and the lease term will be the same as though the added land had been included in the original lease when it was issued.

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

9. The offer will be rejected and returned to the offeror with any rental paid and will afford the applicant no priority if: (a) The land description is insufficient to identify the lands or the lands are not entirely within a 6-mile square. (b) The total acreage exceeds 2,560 acres, except where the rule of approximation applies. (c) The full filing fee and the first year's rental do not accompany the offer, the rental payment to be for the total acreage if known, and if not known for the total acreage computed on the basis of 40 acres for each smallest legal subdivision. (d) The offer is signed by an agent in behalf of the offeror and the offeror is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by evidence of the agent's authority to execute the offer and lease. (e) The offer is signed by a person under 21 years of age or at least three copies are not signed by the offeror. (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 15 days from the date of receipt of the copies first filed. (g) There is noncompliance with item 5 (a), 5 (d) and 5 (e) of the Special Instructions. (h) The offer form is filed subsequent to the expiration date in the upper left hand corner.

B. SPECIAL INSTRUCTIONS [1]

Item 3.—Total area of land requested should be shown in acres in space provided at bottom of item 3. That area, except where the rule of approximation applies, must not exceed 2,560 acres. All of the land must be within a 6-mile square. The lands requested should be described by legal subdivisions, showing meridian, State, township, range, and section, and if unsurveyed, by metes and bounds connected by courses and distance with some corner of the public land survey. Where possible the approximate legal subdivisions of unsurveyed lands should be stated.

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

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested included lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purposes of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned. Where, at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of 50 cents an acre on all the leased land as the yearly rental on such lands is $1 per acre. In Alaska, the rental payment to accompany the offer should be at the rate of 25 cents per acre.

Item 5 (a).—Lessee will indicate whether a citizen by birth or naturalization. If naturalized give date of naturalization, the court in which natural ized and the certificate number if known. If lessee is a woman, state whether married or single, and if married, the date of marriage and the same facts as to the citizenship of her husband. This information should be supplied on a separate sheet attached to Form 4-1158.

If lessee is a corporation it must show it is qualified with respect to the citizenship provisions by filing a copy of its articles of incorporation, and it must furnish a statement showing the percentage of each class of its stock, and the percentage of all of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens or the acreage base 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 shareholder, a separate showing of his citizenship and holdings must be furnished. If a certificate of incorporation has been filed, a reference to the previous record by serial number, together with a statement of any subsequent amendments, will be sufficient. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

Item 5 (b).—Acreage included in unit plans and certain section 18 and 19 leases is not chargeable.

Item 5 (c).—Whenever applicable, the stipulations referred to will be made a part of the lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-314 stipulations for lands in national forests; 4-467 lands potentially irrigable; 4-467a lands within the flow limits of a reservoir site; 4-467b lands within the drainage area of a constructed reservoir. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (d).—If lessee is a corporation, an offer to lease will be accepted if accompanied either by the minutes of the meeting of the board of directors or a copy of the bylaws indicating the officer signing the offer to lease has authority to do so, or by a certificate of the secretary or the assistant secretary of the corporation to that effect over the corporate seal. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

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

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[1] Items numbered according to numbers on offer form.

U. S. GOVERNMENT PRINTING OFFICE 16—63067-1

WSO-F-173
(Rev. Aug. '60)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office, Box 929, Cheyenne, Wyoming

9.501
January 26, 1961

DECISION

Lessee Belco Petroleum Corporation

Serial No. Base Lease Wyoming 06206

Unit Agreement: Star Corral

New Serial assigned

Non-unitized portion Wyoming 0136178

Effective date: 1-11-61

Lease date: 5-1-51

Oil and Gas Lease Segregated

Part of the lands in the above-noted lease were committed to an approved unit agreement on the effective date shown. Under the terms of the agreement such leases shall be segregated into unitized and non-unitized portions.

Accordingly, the lease is hereby segregated. The lease covering the portion of the land committed to the unit agreement will retain the same serial number. The new serial number shown above is assigned to that portion outside the unit area.

Lands committed to the unit agreement

Serial No. Wyoming 06206

T. 30 N., R. 113 W., 6th P.M., Wyoming
sec. 9, All
sec. 15, All
sec. 21, N½
Containing 1,600 acres

Lands outside the unit area

Serial No. Wyoming 0136178

T. 30 N., R. 113 W., 6th P.M., Wyoming
sec. 21, S½
Containing 320 acres

Under regulations contained in 43 CFR 192.122(c) lease Wyoming 0136178 will continue in effect, unless relinquished, for two years from approval of this unit or until 1-10-63, and so long thereafter as oil or gas is produced in paying quantities.

All future correspondence with regard to the lands in the segregated portion shall make reference to the new serial number.

For the Land Office Manager:

Arvin H. Olswold, Chief
Minerals Section

Copy to: GS, Casper 3
Operator 1

67

CORRECTED
ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, C.E.C. Industries Corp., 350 West 300 South, Salt Lake City, Utah 84110, hereinafter referred to as "ASSIGNOR", for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Perma Land Company, 355 Union Blvd., Suite 300, Lakewood, Colorado 80228, hereinafter referred to as "ASSIGNEE", its successors and assigns, an overriding royalty interest in all oil, gas and other hydrocarbons produced, saved and marketed from the lands subject to the Oil and Gas Leases described on the attached Exhibit "A". The amount of the overriding royalty interest herein assigned by ASSIGNOR is noted under the corresponding Oil and Gas Lease.

ASSIGNOR hereby represents and covenants that it is the lawful owner of the overriding royalty interests hereby transferred and assigned; that it has the full right and authority to transfer and assign same; that said interest is free and clear of all liens and encumbrances; and that ASSIGNOR will warrant and defend same against all claims and demands.

This Assignment of Overriding Royalty Interest is subject to the terms and conditions of that certain Purchase and Sales Agreement dated July 14, 1989, amended August 31, 1989 between the ASSIGNOR and ASSIGNEE.

Executed this 31 day of October, 1989, but effective 7:00 a.m. MST, May 1, 1989.

C.E.C. Industries Corp.

By: _____
George A. Matthews, Jr.
President

ATTEST

By: _____
Title

STATE OF UTAH)
COUNTY OF Salt Lake) ss

On this 31 day of October, 1989, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came George A. Matthews, Jr., President of C.E.C. Industries Corp., a corporation of the State of Nevada, personally known to me to be such officer, and to be the same person who has executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for the corporation for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires June 13, 1992.

_____
Notary Public

RECORDED Dec 4 1989 2:00 P M
IN BOOK 84 O & G PAGE 553
FEES $11.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Jean Riley

285

RECORDED Dec. 3 1990 2:00 P M
87 O & G PAGE 67
Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 Bull
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"

69

Deer Hill
50187-000

CORRECTED
ASSIGNMENT OF OVERRIDING ROYALTY

D. 5. 26
Sm

KNOW ALL MEN BY THESE PRESENTS: MAY 10 1990

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 9 a.m. MST, July 1, 1989.~~

NOTARY PUBLIC
My Commission Expires June 13, 1992
Residing at Pinedale
Sublette County
Wyoming 83941
STATE OF UTAH

C.E.C. Industries Corp.

ATTEST:
By:
Title:

By: _____
George A. Matthews, Jr.
President

RECORDED May 10 1990 11:00AM
IN BOOK 86 O/G PAGE 153
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

STATE OF UTAH)
COUNTY OF Salt Lake)ss

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.

231286

Rebecca Burgard
Notary Public

RECORDED Dec 3 1990 2:00 PM
IN BOOK 87 O/G PAGE 69
FEES $4.50 Mary L. Lankford COUNTY CLERK
SUBLETTE [redacted]Y, PINEDALE, WYOMING

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OVERRIDING ROYALTY ASSIGNMENT DATED OCTOBER 31st, 1989 BETWEEN PERMA LAND COMPANY AND C.E.C. INDUSTRIES CORP.

SUBLETTE COUNTY, WYOMING

DATE: June 1, 1952
LESSOR: USA FED. WYO. 0125391
LESSEE: Grace Hull
DESCRIPTION: T28N-R113W
Section 2: Lots 5, 6
INTEREST CONVEYED: 1.078125%

DATE: May 1, 1951
LESSOR: USA FED. WYO. 0136178
LESSEE: W. Russell Hull
DESCRIPTION: T30N-R113W
Section 21: S/2
INTEREST CONVEYED: 1.2%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014052
LESSEE: Grace Hull
DESCRIPTION: T28N-R113W
Section 1: Lots 7, 8
INTEREST CONVEYED: 1.078125%

DATE: August 1, 1950
LESSOR: USA FED. WYO. 026171
LESSEE: Shirley M. Hull
DESCRIPTION: T30N-R112W
Section 18: Lots 1, 2, 3, 4, NW/4NE/4, S/2NE/4, E/2W/2, SE/4
Section 32: N/2SW/4
INTEREST CONVEYED: 1% in section 32 lands.
2.203125% in section 18 lands.

DATE: September 1, 1946
LESSOR: USA FED. EVANSTON 022756
LESSEE: Albert E. Shaw
DESCRIPTION: T28N-R113W
Section 14: W/2
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1948
LESSOR: USA FED. WYO. 024756
LESSEE: Lucile Hilton
DESCRIPTION: T28N-R113W
Section 23: Lots 5, 6, 7
Section 24: Lots 5, 6, 7, 8, Tract 46A, Tract 46B
Section 25: ALL
INTEREST CONVEYED: 1.4%

DATE: January 1, 1950
LESSOR: USA FED. WYO. 0125387
LESSEE: Dorine Wyld Swigert
DESCRIPTION: T28N-R112W
Section 30: Lot 1
INTEREST CONVEYED: .984375%

DATE: December 1, 1948
LESSOR: USA FED. WYO. 0125385
LESSEE: Gordon S. Wise
DESCRIPTION: T28N-R112W
Section 19: Lots 3, 4
INTEREST CONVEYED: .95625%

DATE: June 1, 1948
LESSOR: USA FED. WYO. 0125388
LESSEE: Lucile Hilton
DESCRIPTION: T28N-R113W
Section 23: Lots 1, 2, 3, NE/4NW/4, N/2NE/4
Section 24: Lots 3, 4
INTEREST CONVEYED: 1.078125%

DATE: January 1, 1950
LESSOR: USA FED. WYO. 53496
LESSEE: Dorine Wyld Swigert
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 29: NW/4NW/4
Section 30: Lots 2, 3, 4, NE/4, E/2W/2
Section 31: Lots 1, 2, 3, SE/4, E/2W/2
INTEREST CONVEYED: .84375%

DATE: July 1, 1948
LESSOR: USA FED. WYO. 92216
LESSEE: E. Cecil McGavin
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 5: Lots 4-6, 11, 12, SW/4, S/2SE
Section 6: Lots 13-18, E/2SW/4, SE/4
Section 7: ALL
INTEREST CONVEYED: 1.09375%

DATE: August 1, 1951
LESSOR: USA FED. WYO. 07828
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 3: Lots 7, 8, S/2NW/4, N/2SW/4
INTEREST CONVEYED: .75%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014051
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 2: Lot 8
INTEREST CONVEYED: 1.125%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 0231772
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 2: SW/4NW/4, NW/4SW/4
Section 3: N/2SE/4, S/2NE/4, Lots 5, 6
INTEREST CONVEYED: 1.125%

DATE: September 1, 1954
LESSOR: USA FED. WYO. 056555
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 8: NW/4NE/4, S/2N/2 LESS 6.37AC.
Section 9: SW/4, W/2SE/4, SE/4SE/4
Section 17: S/2, S/2N/2
Section 20: W/2W/2, NE/4NW/4
Section 33: S/2N/2
INTEREST CONVEYED: 1% in S/2SW/4 of section 20.
1% in S/2N/2 of section 33.
2.203125% in balance of lands.

DATE: September 1, 1949
LESSOR: USA FED. WYO. 27641
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: E/2, SE/4NW/4
INTEREST CONVEYED: 1% in SE/4 of section 19.
2.203125% in balance of section 19 lands.

[redacted] [redacted] [redacted]

DATE: September 1, 1949
LESSOR: USA FED. EVANSTON 024445 E
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: NE/4NW/4
INTEREST CONVEYED: 2.203125%

DATE: September 1, 1949
LESSOR: USA FED. EVANSTON 024445
LESSEE: Dawn Morgan
DESCRIPTION: T30N-R112W
Section 19: E/2SW/4 less and except the Stray 3 and Stray 4 Sands of the Almy Formation.
INTEREST CONVEYED: 1%

DATE: December 1, 1950
LESSOR: USA FED. WYO. 02736
LESSEE: Lucile Hilton
DESCRIPTION: T31N-R113W
Section 32: ALL
Section 33: SW/4NE/4, NW/4NW/4, S/2NW/4, S/2
Section 28: SW/4NW/4, NW/4SW/4
Section 29: ALL
Section 31: ALL
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1950
LESSOR: USA FED. EVANSTON 0125390
LESSEE: Eugene Hilton
DESCRIPTION: T29N-R112W
Section 30: Lots 1, 2, 3, 4, E/2W/2, NW/4NE/4, S/2NE/4, SE/4
Section 31: ALL
INTEREST CONVEYED: 1.078125%

DATE: June 1, 1950
LESSOR: USA FED. EVANSTON 026216
LESSEE: Eugene Hilton
DESCRIPTION: T29N-R112W
Section 32: W/2SW/4
INTEREST CONVEYED: 1.078125%

DATE: September 1, 1950
LESSOR: USA FED. WYO. 0125389
LESSEE: James P. Kerby
DESCRIPTION: T29N-R112W
Section 19: Lots 2, 3, 4, NE/4NE/4, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
INTEREST CONVEYED: .84375%

DATE: August 1, 1949
LESSOR: USA FED. EVANSTON 024966
LESSEE: Margaret Justheim
DESCRIPTION: T30N-R113W
Section 23: E/2NW/4, SW/4NW/4, SW/4, E/2
INTEREST CONVEYED: 1%

DATE: May 1, 1948
LESSOR: USA FED. WYO. 0125384
LESSEE: Joseph Allen
DESCRIPTION: T28N-R113W
Section 11: E/2
Section 13: SW/4
Section 14: E/2
INTEREST CONVEYED: .75%

DATE: December 1, 1948
LESSOR: USA FED. WYO. 92217
LESSEE: Gordon S. Wise
DESCRIPTION: T28N-R112W (insofar as it covers)
Section 17: SE/4SW/4
Section 18: Lots 1, 2, 3, NE/4SW/4, E/2NW/4
Section 19: E/2E/2
Section 20: W/2
INTEREST CONVEYED: .95625%

DATE: December 31, 1938
LESSOR: USA FED. EVANSTON 022769
LESSEE: Melba Chipman Eldredge
DESCRIPTION: T29N-R113W
Section 3: Lots 1, 2, 3, 4, S/2N/2, N/2SW/4, NW/4SE/4, S/2S/2
Section 4: Lots 1, 2, 3, S/2NE/4, SE/4NW/4, NE/4SW/4, N/2SE/4
T30N-R113W
Section 33: E/2, E/2W/2
INTEREST CONVEYED: .3%

DATE: December 31, 1938
LESSOR: USA FED EVANSTON 013494
LESSEE: Frederick Salathe Jr., Etal
DESCRIPTION: T29N-R113W (insofar as it covers)
Section 14: SW/4, W/2SE/4
INTEREST CONVEYED: .5%

DATE: April 1, 1951
LESSOR: USA FED. WYO. 27645
LESSEE: John H. Morgan
DESCRIPTION: T30N-R113W
Section 10: ALL
Section 14: W/2, W/2E/2, SE/4SE/4
Section 22: NE/4, E/2NW/4
INTEREST CONVEYED: 1.2%

DATE: June 1, 1948
LESSOR: USA FED. EVANSTON 023584
LESSEE: Lucille Hilton
DESCRIPTION: T28N-R113W
Section 23: Lot 4, W/2NW/4
INTEREST CONVEYED: .859375%

DATE: January 1, 1951
LESSOR: USA FED. WYO. 04226
LESSEE: John H. Morgan
DESCRIPTION: T30N-R113W
Section 28: SW/4NW/4, E/2NW/4, SW/4
INTEREST CONVEYED: .2%

DATE: August 1, 1951
LESSOR: USA FED WYO. 10679
LESSEE: Clarence I. Justheim
DESCRIPTION: T28N-R113W
Section 3: S/2SW/4
INTEREST CONVEYED: .75%

DATE: June 1, 1952
LESSOR: USA FED. WYO. 014074
LESSEE: J. Darrell Nicodemus
DESCRIPTION: T29N-R113W
Section 35: NW/4
INTEREST CONVEYED: .2%

END OF EXHIBIT "A"

LETTER OF INDEMNITY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Enron Oil & Gas Company is successor in interest to Belco Petroleum Corporation, (hereinafter collectively called "Enron") which by Assignment dated August 13, 1963, and recorded in Book 37 Page 436 of the records of Sublette County, Wyoming, assigned to Mobil Oil Corporation f/k/a Socony Mobil Oil Company, Inc., (hereinafter called "Mobil") all of its right, title and interest in the Frontier Formation in and to the following:

> That certain oil and gas lease Evanston 09561B dated April 23, 1935, by and between the United States of America, Lessor, and Western Slope Oil & Refining Company, Lessee, insofar, and only insofar, as said lease covers the W½NW¼ Section 17, Township 27 North, Range 113 West, (80 Acres more or less), Sublette County, Wyoming (hereinafter referred to as "Subject Lease and Lands"), and

WHEREAS Enron has or will assign to Mobil additional interests in the Subject Lease and Lands; and

WHEREAS, the Subject Lease and Lands are subject to a production payment created by that certain instrument of assignment dated April 25, 1939, and recorded in Book 8 Misc., Page 493 of the records of Sublette County, Wyoming, in the amount of $75,000.00 payable to Calmonica Petroleum Corporation and its assigns ("Calmonica Production Payments"), out of 2½% of production from the Subject Lease and Lands, and

WHEREAS the Subject Lease and Lands are subject to a production payment created by Enron in the principal amount of $500,000 payable out of 43 3/4% of gross production ("Belco Production Payment"). The Belco Production Payment is further subject to a Deed of Trust, as amended, to William E. Pelley, Trustee to secure a loan from Bankers Trust Company dated January 1, 1957.

WHEREAS, it is the desire of Enron to indemnify and hold Mobil harmless from all liabilities of any nature whatsoever by reason of the Calmonica Production Payment and the Belco Production Payment.

NOW THEREFORE, in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration in hand paid by Mobil to Enron, the receipt of which is hereby acknowledged, Enron does hereby covenant and agree as follows:

231290

RECORDED Dec. 3 19 90 4:00 PM
IN BOOK 87 O&G PAGE 74
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

It will pay and discharge the Calmonica Production Payment and the Belco Production Payment as its sole obligation and will indemnify and hold Mobil harmless from any and all claims, demands and causes of action of every kind and character arising in favor of any person by reason of the said Calmonica Production Payment and Belco Production Payment.

IN WITNESS WHEREOF, this Letter of Indemnity is executed this 29th day of October, 1990.

ENRON OIL & GAS COMPANY

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

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 29th day of October, before me appeared D. WEAVER, to me personally known, who being by me duly sworn, did say that he is the Agent and Attorney-in-Fact for Enron Oil & Gas Company and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said D. WEAVER acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

2-26-94

_____
Notary Public
Rita J. Libra
1801 California Street, Suite 3400
Denver, Colorado 80202

WP-8469

PLEASE RETURN TO:

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

Attn: Land/Recordings
C.A. TARRELL

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE

1.That Melba D. Boyd 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 18 **day of** September ,19 96

Melba D. Boyd

Melba D. Boyd S.S.# 456 82 7345

[redacted]

S.S.#

231291

RECORDED Dec. 3 19 96 4:15 P M
IN BOOK 87 of G PAGE 76
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Marie Riley

SINGLE ACKNOWLEDGEMENT

STATE OF ~~WYOMING~~ TEXAS
COUNTY OF _____

This instrument was acknowledged before me on 1 8 91

19 91 by Melba D. Boyd .

NOTARY SIGN HERE: _____
Notary Public, State of ~~Wyoming~~
Notary's name printed below:

NOTARY PUBLIC STATE OF TEXAS
LAWRENCE A. DIO
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug 31, 1992

_____

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: _____

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

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.
WY-054585

Lease Effective Date
(Anniversary Date)
7/1/51

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

*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 114 WEST, 6th P.M. Section 12: NE/4NW/4, SW/4SW/4 Sublette County, Wyoming containing 80 acres more or less This Assignment is made subject to that certain Property Exchange Agreement dated October 23, 1990, the Hogsback Unit Agreement dated November 1, 1954 and the Hogsback Unit Operating Agreement dated September 1, 1957.	25%	25%	-0-	-0-	1.00%

231332

RECORDED Dec 5 1990 10:00 A.M.
IN BOOK 87 Oil & Gas PAGE 78
FEES $8.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

JRM1024.1

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 DEC 01 1990

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

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

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 29 1990
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

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PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

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

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

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas geothermal resources leases.

ROUTINE USES:

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

(2) Documentation for public information in support of notations made on land 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 26th day of October, 19 90, but effective October 1, 1990.

Name of Assignor as shown on current lease ENRON OIL AND GAS COMPANY
Please type or print

Assignor _____
or
Attorney-in-fact D. Weaver (Signature)
D. Weaver, Agent and (Signature) Attorney-in-Fact
1801 California
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 26th day of October, 19 90

Assignee _____
or,
Attorney-in-fact _____ (Signature)
Ian A. Fischer (Signature)

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

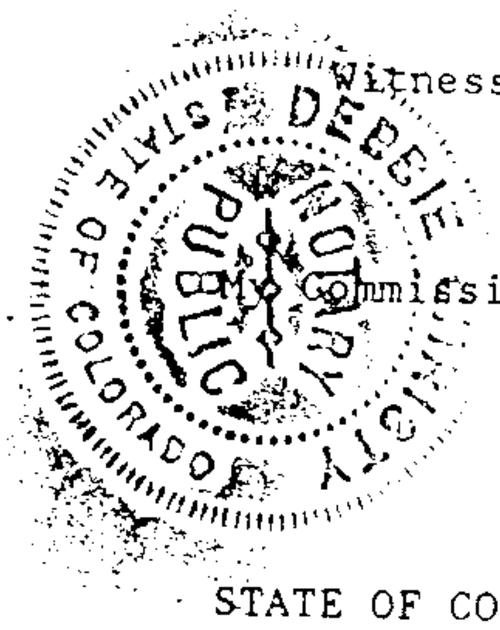
Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF Denver)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. Weaver, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Agent and Attorney-in-Fact of ENRON OIL & GAS COMPANY.

Witness my hand and official seal.



My Commission Expires: 3-27-93

Notary Public in and for said
County and State

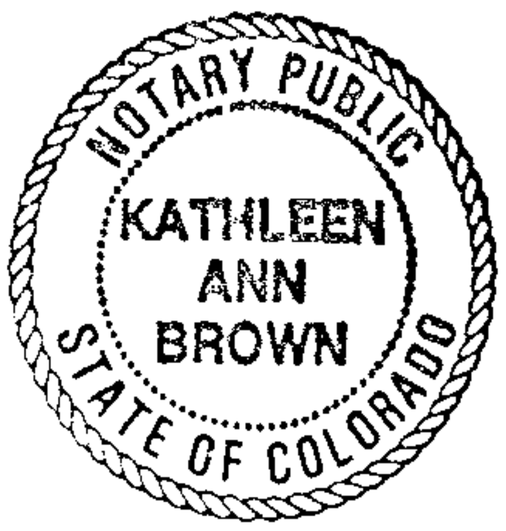
STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ian A. Fischer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Attorney-in-Fact of MOBIL OIL CORPORATION.

Witness my hand and official seal.

My Commission Expires: 4/25/92

Notary Public in and for said
County and State



My commission expires April 25, 1992
6800 Jordan Dr.
Denver, Colorado 80221

Form 3000-3a
(June 1988)

81

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-054585

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

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

*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)* X Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* X 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 Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
	TOWNSHIP 27 NORTH, RANGE 114 WEST, 6th P.M. Section 12: NE/4NW/4, SW/4SW/4 containing 80 acres more or less Sublette County, Wyoming					
	Surface to top of the Frontier formation:	25%	25%	-0-	-0-	1.00%
	From the base of the Frontier formation to the stratigraphic equivalent of the base of the Bear River formation, as found at a depth of 8,460' in the Hogsback Unit T68-31G located in the SW/4SE/4 of Section 31, Township 27 North, Range 113 West, Sublette County, Wyoming.	25%	25%	-0-	-0-	1.00%

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.

*See other side.

JRM1024.3

231333

RECORDED Dec 5 1990 10:00 A M
IN BOOK 87 016 PAGE 81
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

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 DEC 01 1990

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

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 29 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

PAPERWORK R[redacted]N ACT STATEMENT

1 This information [illegible] 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.**

Year Year Year

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

* This Assignment is made subject to that certain Property Exchange Agreement dated October 23, 1990, the Hogsback Unit Agreement dated November 1, 1954 and the Hogsback Unit Operating Agreement dated September 1, 1957.

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 26th day of October, 19 90,
but effective October 1, 1990.

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

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

1801 California
(Transferor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 26th day of October, 19 90

Transferee
or
Attorney-in-fact Ian A. Fischer
(Signature)

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF Denver)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. Weaver, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Agent and Attorney-in-Fact of ENRON OIL & GAS COMPANY.

Witness my hand and official seal.



My Commission Expires: 3-27-93

Notary Public in and for said
County and State

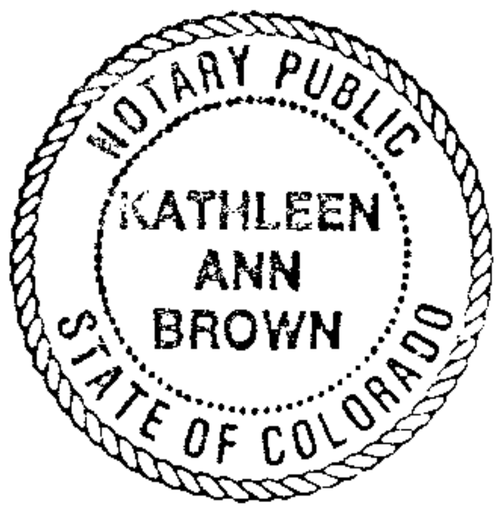
STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ian A. Fischer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Attorney-in-Fact of MOBIL OIL CORPORATION.

Witness my hand and official seal.

My Commission Expires: 4/25/92

Notary Public in and for said
County and State



My Commission expires Apr
6800 Jordan Dr.
Denver, Colorado 8022

Form 3000-3
(June 1988)

[redacted]

[redacted]

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

OF THE INTERIOR
OF LAND MANAGEMENT
90 NOV -9 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.
EV-09561-B

Lease Effective Date
(Anniversary Date)
4/23/35

New Serial No

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

*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 113 WEST, 6th P.M. Section 17: W/2NW/4 Sublette County, Wyoming containing 80 acres more or less This Assignment is made subject to that certain Property Exchange Agreement dated October 23, 1990, the Hogsback Unit Agreement dated November 1, 1954 and the Hogsback Unit Operating Agreement dated September 1, 1957.	100%	100%	-0-	-0-	3.75%

231334

RECORDED Dec. 5 1990 10:00 A M
IN BOOK 87 O&G PAGE 84
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

JRM1024.2

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 DEC 01 1990

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

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

SUPERVISORY LAND LAW EXAMINER (Title)

NOV 29 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.

85

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 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.

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.

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

eothermal 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 o the United States when this assignment 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 26th day of October, 19 90, but effective October 1, 1990.

Name of Assignor as shown on current lease ENRON OIL & GAS COMPANY
Please type or print

Assignor _____
or
Attorney-in-fact D. Weaver, Agent and (Signature) Attorney-in-Fact
1801 California
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 26th day of October, 19 90

Assignee _____
or
Attorney-in-fact Ian A. Fischer (Signature)

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

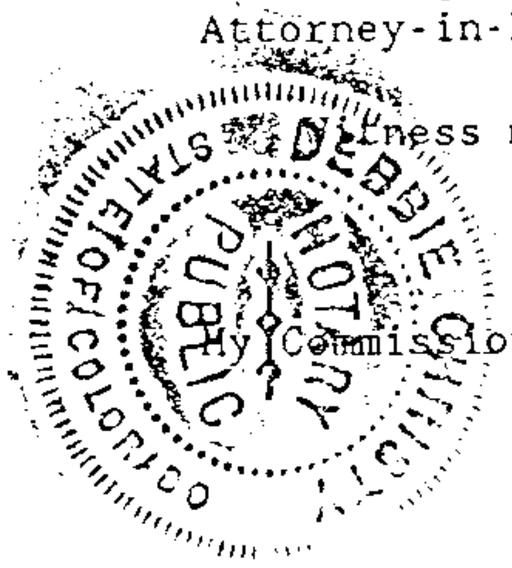
itle 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent atements or representations as to any matter within its jurisdiction

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF Denver)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. Weaver, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Agent and Attorney-in-Fact of ENRON OIL & GAS COMPANY.

Witness my hand and official seal.



My Commission Expires: 3-27-93

Notary Public in and for said
County and State

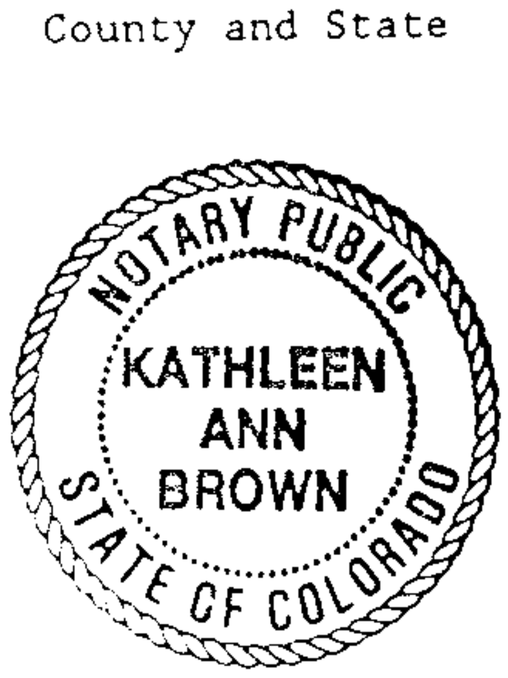
STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ian A. Fischer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Attorney-in-Fact of MOBIL OIL CORPORATION.

Witness my hand and official seal.

My Commission Expires: 4/25/92

Notary Public in and for said
County and State



My commission expires April 25, 1992
6809 Jordan Dr.
Denver, Colorado 80221

87

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

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

Lease Serial No.

EV-09561-B

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

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

*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:

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.

Land Description	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 113 WEST, 6th P.M. Section 17: W/2NW/4 containing 80 acres more or less Sublette County, Wyoming From 1,500' above the top of the Frontier formation to the top of the Fronter formation.	100%	100%	-0-	-0-	3.75%
From the base of the Frontier formation to the stratigraphic equivalent of the base of the Bear River formation, as found at a depth of 8,460' in the Hogsback Unit T68-31G located in the SW/4SE/4 of Section 31, Township 27 North, Range 113 West, Sublette County, Wyoming. *See other side.	100%	100%	-0-	-0-	3.75%

231335

RECORDED Dec 5 AT 9 10:00 A
IN BOOK 87 OF 6 PAGE 87
FEES $8.00 Mary L Lankford
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Kilby

JRM1024.4

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 DEC 01 1990

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

SUPERVISORY LAND LAW EXAMINER
(Title)

NOV 29 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.

For Assignee

This information [redacted] requested 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.

Year

Year

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

* This Assignment is made subject to that certain Property Exchange Agreement dated October 23, 1990, the Hogsback Unit Agreement dated November 1, 1954 and the Hogsback Unit Operating Agreement dated September 1, 1957.

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 (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 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 October, 19 90, but effective October 1, 1990.

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

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

1801 California Street
(Transferor's Address)

Denver, CO 80203
(City) (State) (Zip Code)

Executed this 26th day of October, 19 90

Transferee
or
Attorney-in-fact Ian A. Fischer
(Signature)

Mobil Oil Corporation
P. O. Box 5444
Denver, CO 80217

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

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF Denver)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. Weaver, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Agent and Attorney-in-Fact of ENRON OIL & GAS COMPANY.

Witness my hand and official seal.

My Commission Expires: 3-27-93

Notary Public in and for said
County and State

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

On October 26, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ian A. Fischer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity of Attorney-in-Fact of MOBIL OIL CORPORATION.

Witness my hand and official seal.

My Commission Expires: 4/25/92

Notary Public in and for said
County and State

NOTARY PUBLIC
KATHLEEN
ANN
BROWN
STATE OF COLORADO

My Commission expires April 25, 1992
6800 Jordan Dr.
Denver, Colorado 80221

Form 3070-3a [redacted]
(June 1988)

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

[redacted]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.

EV-09561-B

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Mobil Oil Corporation
   Street P.O. Box 5444
   City, State, ZIP Code Denver, Colorado 80217-5444

*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 17: W½NW¼ Sublette County, Wyoming Containing 80.00 acres, more or less As to the lands listed above, This Transfer of Operating Rights shall replace that certain Assignment dated August 13, 1963 (Assignment), by and between Belco Petroleum Corporation, Assignor, and Socony Mobil Oil Company, Inc., Assignee, attached hereto and made a part hereof as Exhibit "A"; however, this Transfer of Operating Rights shall be subject to all terms and conditions contained within said Assignment dated August 13, 1963. Operating rights conveyed in this assignment are limited in and to the Frontier Formation as encountered between the depths of 6,840 feet and 8,076 feet in the Hogsback Unit, Well No. 13-31, located in Lot 2 Section 31, Township 27 North, Range 113 West, Sublette County, Wyoming.	100%	100%	-0-	-0-	3.75%

231336

RECORDED Dec. 3 1990 at 10:00 A.M.
IN BOOK 87 O&G PAGE 90
FEES 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective DEC 01 1990

By /s/ DEVERLY J. POTEET (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
NOV 29 1990 (Date)

For Assignee

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

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

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

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

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

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

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

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

PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

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

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

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

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

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 26th day of October, 19 90, however effective as of 7:00 A.M., January 1, 1963.

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

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

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

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

Executed this 26th day of October, 19 90

MOBIL OIL CORPORATION

Transferee _____
or
Attorney-in-fact Ian A. Fischer (Signature) 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]hed to and made a part of t[redacted]rtain Transfer of Operating [redacted] October 26, 1990, by and between Enron Oil & Gas Company, as Transferor, and Mobil Oil Corporation, as Transferee.

ASSIGNMENT

STATE OF WYOMING)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF LINCOLN AND SUBLETTE)

That, BELCO PETROLEUM CORPORATION, a corporation with an office in New York , New York, hereinafter designated "Belco," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) to it cash in hand paid by SOCONY MOBIL OIL COMPANY, INC., receipt of which is hereby acknowledged, by these presents does hereby grant, convey and assign unto the said SOCONY MOBIL OIL COMPANY, INC., a New York Corporation with an office in Denver, Colorado, hereinafter designated as "Assignee," subject to the exceptions, reservations and provisions hereinafter stated, all of the right, title and interest of Belco Petroleum Corporation in and to the Frontier Formation as encountered between the depths of 6,840 feet and 8,076 feet in the Hogsback Unit, Well No. 13-31, located in Lot 2 Section 31, Township 27 North, Range 113 West, Sublette County, Wyoming, in and to the following:

That certain Oil and Gas Lease Evanston 095618 dated April 23, 1935, by and between the United States of America, Lessor, and Western Slope Oil & Refining Company, Lessee, insofar and only insofar as said lease covers the W½ NW¼ Section 17, Township 27 North, Range 113 West, 80 acres, more or less, Sublette County, Wyoming.

That certain oil and gas lease Wyoming 054585 dated July 1, 1951, by and between the United States of America, Lessor, and Harold O. Peter, Lessee, insofar and only insofar as said lease covers the NE¼ NW¼, SW¼ SW¼ Section 12, Township 27 North, Range 114 West, 80 acres, more or less, Sublette County, Wyoming.

There is excepted and reserved from this Assignment unto Belco all its rights, 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, all existing and outstanding overriding royalties and to the terms and conditions of the Hogsback Unit Agreement dated November 1, 1954, the Operating Agreement for the Hogsback Unit dated September 1, 1957, and to any other contracts or

agreements in effect and existing as of January 1, 1963, insofar as same relate to the lands described above, but includes all right, title and interest that Belco has by virtue of said leases, agreements, and contracts insofar as they relate to the Frontier Formation in the 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 Belco not less than thirty (30) days in advance of such surrender, expiration, abandonment or release and, if requested to do so by Belco, Assignee immediately shall reassign such rights, or part thereof, to Belco.

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.

Belco 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 Belco and Assignee that such assignments shall not be cumulative and shall not entitle Assignee to a greater interest than herein assigned.

Belco covenants with Assignee, its successors and assigns, that the above described leases are valid and subsisting leases upon the said premises and that Belco is the owner of 100% of the working interest in lease Evanston 095618 and 25% of the working interest in lease Wyoming 054585, insofar as

said leases cover the Frontier Formation in the lands above described and that Belco has good right and authority to sell and convey same; that said rights and interests are free and clear from all liens, production payments, overriding royalties, and encumbrances of any nature whatsoever except that lease Evanston 095618 is subject to outstanding overriding royalties totaling 3 3/4% of 8/8 and lease Wyoming 034585 is subject to an outstanding overriding royalty of 1% of 8/8; that all royalties due and payable thereunder have been duly paid; and Belco warrants and agrees to forever defend the title to said leases and interests 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 Belco.

TO HAVE AND TO HOLD unto the said Socony Mobil Oil Company, Inc., Assignee, herein, its successors and assigns, the above described oil and gas leases insofar as same cover the Frontier Formation in the lands above described, subject, however, to the terms and provisions of said leases and any amendments thereto or modifications thereof and subject to the exceptions and provisions hereinbefore stated.

IN WITNESS WHEREOF, this Assignment is executed this 13th day of August, 1963.

BELCO PETROLEUM CORPORATION

By _____
Vice President

ATTEST:

_____
Secretary

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 13th day of August, 1963, before me appeared ROBERT A. BELFER, to me personally known, who, being by me duly sworn, did say that he is the President of BELCO 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 ROBERT A. BELFER acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

HELEN WAHL
Notary Public, State of New York
No. 61-9197411
Qualified in New York County
Commission Expires March 30, 1964

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 26th day of October, 1990, by Ian A. Fischer, Attorney-in-Fact of Mobil Oil Corporation.

WITNESS my hand and official seal.

My Commission Expires:

4/25/92

Kathleen Ann Brown
Notary Public

NOTARY PUBLIC
KATHLEEN
ANN
BROWN
STATE OF COLORADO

My Commission expires April 25, 1992
6800 Jordan Dr.
Denver, Colorado 80221

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of October, 1990, by D. Weaver, Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

March 27, 1993

Debbie Christy
Notary Public Debbie Christy

DEBBIE CHRISTY
NOTARY PUBLIC
STATE OF COLORADO

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

43
D. 11-110
86

EOG LAND ADMIN
NOV 12 1990

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-025440-A

Lease Effective Date
(Anniversary Date)
03-01-50

New Serial No.

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 19: E2 Containing 320.00 acres, more or less, in Sublette County, Wyoming	100%	100%	0%	0%	3%

231432

RECORDED Dec. 13 1990 3:40 P M
IN BOOK 87 O&G PAGE 96
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By mae Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective OCT 1 1990

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

By /S/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

OCT 2 1990
(Date)

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.

T 16

#43 0050284-000

96

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act

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

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

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

ecuted this 10 day of May, 19 90
out effective July 29, 1983.

me of Assignor as shown on current lease BELCO PETROLEUM CORPORATION

Please type or print

signor _____

or Robert J. Hermann, Vice President-Tax

orney-in-fact _____

(Signature)

P. O. Box 1188

(Assignor's Address)

Houston, TX 77251

(City) (State) (Zip Code)

Executed this 10 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)

Quincy T. Hinton, Jr.
Attorney-in-Fact

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

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 and 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 10th day of May, 1990.

My Commission Expires:
2-9-92

Carrie Stevens
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 10th day of May, 1990.

My Commission Expires:
2-9-92

Carrie Stevens
Notary Public within and for the
State of Texas

99

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

D-11-111
64
EOG LAND ADMIN
NOV 12 1990

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-05751-A

Lease Effective Date
(Anniversary Date)
06-01-51

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   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 27 NORTH, RANGE 112 WEST, 6TH P.M. Section 19: Lots 1, 2, 3, 4, E2W2 Containing 263.89 acres, more or less, in Sublette County, Wyoming	100%	100%	0%	0%	3%

231433

RECORDED Dec. 13 1990 3:40 PM
IN BOOK 87 O&G PAGE 99
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 effective OCT 1 1990

☐ Assignment approved for attached land description

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

By /s/ [illegible] SUPERVISORY LAND LAW EXAMINER OCT 9 1990

(Authorized Officer) (Title) (Date)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease, e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

PAPERWORK 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 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 (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 10 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] Robert J. Hermann, Vice President-Tax

or

Attorney-in-fact _____ (Signature)

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

Houston, TX 77251 (City) (State) (Zip Code)

Executed this 10 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

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 and 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 10th day of May, 1990.

My Commission Expires:

2-9-92

Carrie Stevens
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 10th day of May, 1990.

My Commission Expires:

2.9.92

Carrie Stevens
Notary Public within and for the
State of Texas

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-036054

Lease Effective Date
(Anniversary Date)
04-01-56

New Serial No.

EOG LAND ADMIN
NOV 12 1990

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 27 NORTH, RANGE 113 WEST, 6TH P.M. Section 27: NWNE Containing 40.00 acres, more or less, in Sublette County, Wyoming	100%	100%	0%	0%	4%

231434

RECORDED Dec. 13 19 90 3:40 P M
IN BOOK 87 O:G PAGE 102
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective OCT 1 1990

/s/ PAMELA J. LEWIS
By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER
(Title)

OCT 22 1990
(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.

343 0050286-000

102

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

...ignee 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 ...he 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 ...ssociation 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 ...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 ...,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 ...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 ...rties 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.

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

...by 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.

...ted this 10 day of May, 19 90
... effective July 29, 1983.

...of Assignor as shown on current lease BELCO PETROLEUM CORPORATION
Please type or print

...nor Robert J. Hermann
...r Robert J. Hermann, Vice President-Tax

...ney-in-fact
(Signature)

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

Houston, TX 77251
(City) (State) (Zip Code)

Executed this 10 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 Quincy T. Hinton
(Signature)

Quincy T. Hinton, Jr.
Attorney-in-Fact

...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

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 and 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 10th 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 10th day of May, 1990.

My Commission Expires:

2.9.92

Notary Public within and for the
State of Texas

105

Form 3000-3
(June 1988)

EOG LAND ADMIN
NOV 12 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.
W-033951

Lease Effective Date
(Anniversary Date)
07-01-55

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 10: S2NE Section 15: S2N2 Containing 240.00 acres, more or less, in Sublette County, Wyoming 231435	100%	100%	0%	0%	2.5%

RECORDED Dec. 13 AT 90 3:46 PM
IN BOOK 87 O&G PAGE 105
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective OCT 1 1990

/S/ PAMELA J. LEWIS
By _____
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

OCT 22 1990
(Date)

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]

PAPERWORK RED[redacted]CT 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

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.

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)

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.

ecuted this 10 day of May, 19 90
ut effective July 29, 1983.

me of Assignor as shown on current lease BELCO PETROLEUM CORPORATION
Please type or print

ignor
or
orney-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 10 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 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 ements 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 and 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 10th day of May, 1990.

My Commission Expires:

2-9-92

Carrie Stevens
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 10th day of May, 1990.

My Commission Expires:

2-9-92

Carrie Stevens
Notary Public within and for the
State of Texas

For [redacted]

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That R. K. O'Connell

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Robert V. Thompson & Bette M. Thompson, 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 Robert V. Thompson and Bette M. Thompson, husband and wife as Lessor and R. K. O'Connell

as lessee, dated the 17th day of November 1985, insofar as same covers the following described land, to-wit:

Township 29 North, Range 113 West, 6th P. M.
Section 5: Lots 2, 3, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$;
Section 6: $S\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$;
Section 8: $NE\frac{1}{4}NW\frac{1}{4}$;

231486

RECORDED Dec. 17 19 90 1:30 P M
IN BOOK 87 O & G PAGE 108
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nan Riley

Section *****, Township ******, Range *****, and containing 632.10 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 76 Page 8.

Executed this 19th day of November, 1990.

x R. K. O'Connell

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that R. K. O'Connell

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 19th day of November, 1990.

My commission expires 7/3/94

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1994

Cindy L. King
Notary Public.

STATE OF _____
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.

108

Form No. 11

109

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That R. K. O'Connell

For a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor Robert V. Thompson and Bette M. Thompson, 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 Robert V. Thompson and Bette M. Thompson, husband and wife, as lessor and R. K. O'Connell

as lessee, dated the 17th day of November 19 85, insofar as same covers the following described land, to-wit:

Township 29 North, Range 114 West, 6th P.M.
Section 11: $SE\frac{1}{4}NE\frac{1}{4}$;
Section 12: $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$;

231487

RECORDED Dec. 17 19 90 1:30 P M
IN BOOK 87 of G PAGE 109
FEES $4.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mary Riley

Section *****, Township *****, Range ******, and containing 400.00 acres, situated in the County of Sublette and State of Wyoming, said lease being recorded in the office of the Recorder of Deeds in and for said county, in Book 76 Page 5.

Executed this 19th day of November, 19 90.

x R. K. O'Connell

STATE OF WYOMING
COUNTY OF NATRONA } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

I, , a Notary Public, in and for said County, in the State aforesaid, do hereby certify that R. K. O'Connell

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Seal, this 19th day of November, 1990.

My commission expires 7/3/94

CINDY L. KING - Notary Public
County of Natrona State of Wyoming
My Commission Expires July 3, 1994

Cindy L King
Notary Public.

STATE OF
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 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-121426

Lease Effective Date
(Anniversary Date)
October 1, 1990

New Serial No.

= U.
N Piney Creek
CC59195-CC

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Enron Oil & Gas Company
1801 California Street, Suite 3400
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North - Range 114 West, 6th Section 12: E/2. Sublette County, Wyoming Containing 320.00 ac m/l. 231500	100%	100%	NONE	NONE	NONE

RECORDED Dec. 18 19 90 1:00 P M
IN BOOK 87 Of G PAGE 110
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 1 1990

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

NOV 2 7 1990

By /s/ BEVERLY J. POTEET (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
FOR ASSIGNMENT (Date)

NOTICE

Attached is the approved record title assignment of oil and gas lease WYW121426
Annual rental payment: $480.00
Due annually on or before lease anniversary date of: October 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.

110

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of September, 1990, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

3-28-93

Notary Public

STATE OF COLORADO §
COUNTY OF ARAPAHOE §

Before me, the undersigned Notary Public, appeared Eric S. McGlone, President of Mountain States Fuels, Inc., who acknowledged to me that he executed this document on behalf of Mountain States Fuels, Inc.

WITNESS my hand and seal this 11th day of September, 1990.

My Commission Expires May 3, 1993.

Michael C. Caskey, 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 11th day of September, 19 90

Name of Assignor as shown on current lease: Mountain States Fuels, Inc.
Please type or print

Assignor _____
(Signature)
Eric S. McGlone, President
~~Attorney-in-fact~~
~~(Signature)~~

P.O. Box 2331
(Assignor's Address)

Littleton, Colorado 80161
(City) (State) (Zip Code)

Executed this 28 day of September, 19 90

Enron Oil & Gas Company

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

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

☆ U S GOVERNMENT PRINTING OFFICE 1988—673-016/95011

112

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-79188

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Enterprise 1987, Ltd.
   Street 555 17th Street, Suite 1900
   City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 115 West, 6th P.M. Section 16: W/2 Section 21: W/2 Sublette County, Wyoming	100%	100%	-0-	None	None

231522

RECORDED Dec. 19 '90 3:45 P
IN BOOK 87 O&G PAGE 112
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

WY262-062

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day, personally appeared William G. Mills II, Attorney-in-Fact for BWAB Incorporated, a Colorado Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Corporation.

Given under my hand and seal of office this 29th day of November, 1990.

My commission expires: March 19, 1992

Mary K. Halsey - Notary Public
555 Seventeenth Street, Suite 1900
Denver, Colorado 80202

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 29th day of November, 1990

Name of Assignor as shown on current lease BWAB INCORPORATED
Please type or print

Assignor: _____
(Signature)
or
Attorney-in-fact William G. Mills II (Signature)

555 17th Street, Suite 1900
(Assignor's Address)

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

Executed this 29th day of November, 1990

Assignee: ENTERPRISE 1987, LTD.
BY: BWAB Incorporated, Managing General Partner
(Signature)
or
Attorney-in-fact William G. Mills II (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.

Return to:EECO U.S.A.,Inc
P.O. Box 22177
Oklahoma City, OK 73123
(B)

231560

RECORDED Dec. 26 19 9c 1:3c P M
IN BOOK 87 O+G PAGE 114
FEES $12.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

STATE OF WYOMING

COUNTY OF SUBLETTE

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT DAVID J. KINGSTON, herein called "Assignor," in consideration of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, sell, assign and transfer unto Survivor Oil & Gas whose address is P.O. Box 848 Pinedale, WY 82941, herein called "Assignee", the following:

1. all of Assignor's right, title and interest in and to the lease and lands described in Exhibit "A" attached hereto and made a part hereof, said lands being located in Sublette County, Wyoming together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with said lease and lands; AND for the same consideration stated hereinabove, Assignor does hereby grant, convey, sell, assign and transfer unto the said Assignee all of the Assignor's right, title, and interest in and to the well located on said lease and lands, or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling and spacing unit which includes any portion thereof, together with all casing, leasehold equipment, and personal property in or on or used in connection with said well, AS IS AND WHERE IS, WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED; and

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; and

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

123 39

agreements, exploration agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths or 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; and

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 provision of the lease and any and all existing royalties, excess royalties, overriding royalty interests or other burdens out of production with which said lease may be burdened.

2. Assignee hereby agrees that it has inspected the lease, well, personal property and equipment assigned and conveyed herein and that it accepts the same in their present condition. Assignee hereby agrees to assume all responsibility for said well, the casing, leasehold equipment, plugging requirements or exceptions thereto, including bonding requirements, in and on said well, and all other personal property used or obtained in connection therewith, from and after the effective date of this Assignment and Bill of Sale, and Assignee agrees to protect, defend, indemnify, and hold Assignor and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the above described lease, lands, well, casing, leasehold equipment and other personal equipment, or Assignee's or other parties' operations on said lease and said lands, as of the effective date of this Assignment and Bill of Sale, regardless of whether the liability therefore is based upon some alleged act or omission of Assignor, or of Assignee, or of some other party.

3. Assignee agrees to comply with all laws, ordinances, rules and regulations, federal, state, and municipal, with respect to the abandonment of the well 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 well on the lease assigned hereby is abandoned, such will be properly plugged and abandoned in accordance with applicable rules and regulations pertaining to the plugging and abandoning of such well in the State of Wyoming at the time said well is plugged and abandoned, and Assignee further agrees that the surface of the land around said well 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 forever, in accordance with and subject to the terms and conditions of the oil and gas lease described on Exhibit "A", and any limitations, reservations or agreements referenced thereon, as same apply to the portion of lands assigned herein. 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, personal representatives, administrators, executors and devisees.

IN WITNESS WHEREOF the undersigned have executed this instrument this 1st day of October, 1990, but shall be effective for all purposes from and after the 1st day of Dec., 1990.

WITNESS:

ASSIGNOR:

David J. Kingston

WITNESS:

ASSIGNEE:

RR Hocker

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me Wesley A Ling on this day personally appeared David J. Kingston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

GIVEN under my hand and official seal this 1st day of Oct, 1990.

Wesley A Ling
Notary Public

My Commission Expires:
My commission expires: 4-18-94
2600 E. Arapahoe Rd.
Englewood, CO 80112

STATE OF Texas)
) ss.
COUNTY OF Dallas)

Before me James W Martin, Jr. on this day personally appeared R. R. Hooter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and official seal this 29th day of Nov, 1990.

Notary Public

My Commission Expires:
2-8-92

JAMES W. MARTIN, JR.
Notary Public, State of Texas
My Comm. Expires Feb. 8, 1992

Exhibit 'A' - Lease Schedule

COUNTY: SUBLETTE
STATE: WY

LEASE NO	LESSOR	LESSEE	PROSPECT	ST	LEASE DT	GROSS ACRES	BOOK	PAGE
WY284 B	CHRISTY, WILLIAM C. ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	428
WY284 C	CHRISTY, KIMBERLY S. ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	432
WY284 D	THOMAS, CATHLEEN C. ETVIR TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	424
WY284 E	HOMER, PAUL LOGAN ETAL TOWNSHIP: 29N RANGE: 112W SECTION: 8	BWAB INCORPORATED	LITTLE REUBEN LEGAL DESCRIPTION: E/2NW	SI	08/26/86	80.000 More or Less	77	420
WY400 A 1	KYSAR, PRISCILLA ET VIR TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	80.000 More or Less	63	653
WY400 A 2	KYSAR, PRISCILLA TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	160.000 More or Less	63	653
WY400 B 1	MILLER, MATHEW DANIEL TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	03/28/83	80.000 More or Less	69	43
WY400 B 2	MILLER, MATHEW DANIEL TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	03/28/83	160.000 More or Less	69	43
WY400 C 1	MILLER, PATRICIA MILDRED TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	80.000 More or Less	63	683
WY400 C 2	MILLER, PATRICIA MILDRED TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	160.000 More or Less	63	683
WY400 D 1	MILLER, ROBERT M, JR ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	08/29/81	80.000 More or Less	63	679
WY400 D 2	MILLER, ROBERT M, JR ETUX TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	08/29/81	160.000 More or Less	63	679
WY400 E 1	MILLER, KATHLEEN ANN TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: W/2NW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	80.000 More or Less	64	149
WY400 E 2	MILLER, KATHLEEN ANN TOWNSHIP: 29N RANGE: 112W SECTION: 8	FARLEIGH OIL PROPERTIES	LITTLE REUBEN LEGAL DESCRIPTION: SW, FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 4,100'	SI	11/16/81	160.000 More or Less	64	149

[redacted]

Form Appro[illegible] Board
and Effective March 1, 1982

[redacted]

LEASE NO. [redacted] 997

PARCEL NO. _____

FUND Common School

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

SPECTRUM RESOURCES, INC. , as lessee.

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

640.00 Acres Tract 40(formerly All Sec.16) Resurvey Twp. 27 N., Rg. 115 W., 6th P.M.

231561

RECORDED Dec 26 19 90 1:40 PM
IN BOOK 87 O+G PAGE 119
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

County Sublette - Total Acres 640.00 - Advance Rental $ 640.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be producd from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of October, 19 90 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

BY: Howard M. Johnson
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: Thomas H. Cone President

Address 10101 Reunion Place 10th FL City San Antonio

State Texas 78216 (Zip) Telephone No (512) 344-9225

119

OIL AND GAS LEASE TERMS

Section 1 THE LESSEE AGREES

(a) BOND To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b) PAYMENTS To make all payments accruing hereunder to the Commissioner of Public Lands, 2424 Pioneer Avenue, Cheyenne, Wyoming 82002.

(c) RENTALS Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease.

(d) ROYALTIES The royalties to be paid by lessee are

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances produced from said land and saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item, provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS To deliver to the lessor or to such individual, firm or corporation as the lessor may designate all royalty oil, gas or other kindred hydrocarbons, free of charge on the premises where produced, or at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas or other kindred hydrocarbons. The lessee shall, if necessary, furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION To guage, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run, and with monthly reports showing the month, year, amount, and price of all gas and natural-gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production per well if required where practical from the land hereby leased, and the quantity and quality of the production per well where practical from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had and obtained.

(k) SUSPENSION OF OPERATIONS Should any well drilled upon lands covered by this lease obtain production of oil, gas or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l) DILIGENCE - PREVENTION OF WASTE To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor, to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining, less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m) TAXES AND WAGES - FREEDOM OF PURCHASE To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase; and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n) ASSIGNMENTS OF LEASE - PRODUCTION AGREEMENTS Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE To deliver up the leased premises with all permanent improvements thereon in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2 THE LESSOR EXPRESSLY RESERVES

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necesary for the use of the lessee in the conduct of operations hereunder.

(b) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c) From the operation of this lease the surface lands heretofore granted for rights-of-way and easements, and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights of way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below.

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e. purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3 APPRAISAL OF IMPROVEMENTS The lessee shall have the right, subject to the provisions of Title 36 as to State and State School Lands, and Title 11 as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4 FORFEITURE CLAUSE The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture or for the same cause occurring at any other time.

Section 5 RELINQUISHMENT AND SURRENDER This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

Sec. 1 (p)

"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof,' this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter oil or gas may be produced in paying quantities."

ASSIGNMENT OF LEASEHOLD INTERESTS

THIS ASSIGNMENT, dated December 19, 1990, is from DOLAR OIL PROPERTIES, a Sole Proprietorship, 9035 South 700 East, Suite 100A, Sandy, Utah 84070, ("Assignor") to R. K. O'CONNELL , Post Office Box 2003, Casper, Wyoming, 82602, ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, sells and assigns to Assignee all right, title and interest in, to, under and by virtue of the following oil and gas lease more particularly described on the Exhibit "A" attached hereto and made a part hereof.

Assignor covenants that the Interests are free and clear of encumbrances arising by, through or under Assignor, except as indicated herein, but not otherwise, and Assignee shall have the right of full substitution and subordinate in and to any and all rights and actions of covenant or warranty that Assignor may have against any and all preceding owners and vendors of the Interests.

Assignor herein hereby expressly excepts, reserves and retains title to an undivided one percent of eight-eighths (1% of 8/8ths) of all oil, gas and casinghead gas produced, saved and marketed from the lands described on the attached Exhibit "A" under the provisions of the aforesaid leases, or any extensions or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom."

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.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

231622

RECORDED June 2 IN 91 1:50 P M
IN BOOK 87 Of G PAGE 121
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mari Riley

EXECUTED to be effective for all purposes as of date above.

DOLAR OIL PROPERTIES

By: _____
Mark S. Dolar, Sole Proprietor

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

The foregoing instrument was acknowledged before me this 19th day of December, 1990, by Mark S. Dolar, Sole Proprietor of Dolar Oil Properties, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

_____

Lucy Ann Leek
Notary Public

NOTARY PUBLIC
My Commission Expires June 16, 1994
LUCY ANN LEEK
1611 E. Spyglass Cir.
Sandy, Utah
84092
STATE OF UTAH

EXHIBIT "A"

Lease Schedule attached to and made a part of that certain Assignment of Leasehold Interests dated December 19, 1990, from Dolar Oil Properties, Assignor, to R. K. O'Connell, Assignee.

TRACT I

LESSOR: Robert V. Thompson and Bette M. Thompson, Husband and Wife;
LESSEE: Dolar Oil Properties
LEASE DATED: November 1, 1990; effective November 18, 1990.
RECORDING DATA: Book 87 O&G; Page 58
DESCRIPTION:

Township 29 North, Range 113 West, 6th P.M.
Section 5: Lots 2, 3, S/2NW/4, SW/4NE/4,SW/4,W/2SE/4
Section 6: S/2NE/4,E/2SE/4
Section 8: NE/4NW/4

Containing 632.10 acres, more or less.

TRACT II

LESSOR: Robert V. Thompson and Bette M. Thompson, Husband and Wife;
LESSEE: Dolar Oil Properties
LEASE DATED: November 1, 1990; effective November 18, 1990.
RECORDING DATA: Book 87 O&G; Page 55
DESCRIPTION:

Township 29 North, Range 114 West, 6th P.M.
Section 11: SE/4NE/4
Section 12: NE/4,N/2SE/4,NE/4SW/4, S/2NW/4

Containing 400.00 acres, more or less.

Sublette County, Wyoming

CONVEYANCE AND ASSIGNMENT BY TRUSTEE IN BANKRUPTCY

WHEREAS, an Order Confirming Sale was entered in the above-referenced bankruptcy case on December 26, 1990, pursuant to which the undersigned trustee was authorized and directed by the United States Bankruptcy Judge to execute a conveyance of property to **McCULLISS RESOURCES CO., INC.** (undivided 50%), 621 17th Street, Suite 1320, Denver, Colorado 80293 and **GEORGE G. VAUGHT, JR.** (undivided 50%), P.O. Box 13557, Denver, Colorado 80201, and

WHEREAS, the property which the Trustee was ordered to convey is the following:

> All of Kenneth K. Farmer's remaining oil and gas interests, including but not limited to all minerals and leasehold interests, wherever located and whether or not identified to the Court and the Trustee, subject to all liens and encumbrances, and specifically including any and all outstanding joint interest billings and lease operating expenses.
>
> (It is the intent of the Trustee to convey, among other interests, all the Debtor's remaining minerals and all oil and gas leasehold interests (e.g., working interests, landowner royalty interests, overriding royalty interests, non-participating royalty interests, Debtor's oil and gas interests via ownership in Farmer Energy, etc.) in the lands and/or Oil and Gas Leases described in attached and incorporated Exhibit "A").

NOW, THEREFORE, Cherie Shelton Norman, the undersigned Trustee in bankruptcy of the above-referenced case, does hereby convey, sell, and assign to McCulliss Resources Co., Inc. (undivided 50%) and George G. Vaught, Jr. (undivided 50%) all of Kenneth Keith Farmer's right, title, and interest of whatever kind and nature in and on the above-described property, including, but not limited to, past, present, and future income, revenues, and distributions therefrom.

231624 DATED this 28th day of December, 1990.

RECORDED Jan. 2 AT 91 3:45P
IN BOOK 87 O&G PAGE 124
FEES $ 3.25 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CHERIE SHELTON NORMAN, Trustee
in Bankruptcy

STATE OF WYOMING)
) SS.
COUNTY OF ALBANY)

The foregoing **CONVEYANCE AND ASSIGNMENT BY TRUSTEE IN BANKRUPTCY** was acknowledged before me this 28th day of December, 1990, by **CHERIE SHELTON NORMAN** as Trustee in Bankruptcy 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.

My Commission expires: _____

Kimberly S. Klauda
County of Albany
My Commission Expires
Notary Public
State of Wyoming
Aug. 8, 1994

Kimberly S Klauda
Notary Public

CC: (Conveyance & Assignment by Trustee in Bankruptcy-Farmer # 1)

[redacted] [redacted] [redacted]

EXHIBIT "A"

TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH PRIN. MER

SECTION 18: LOTS 3, 4, E/2 SW/4, W/2 SE/4

SECTION 19: LOT 1, NE/4 NW/4, NW/4 NE/4

TOWNSHIP 37 NORTH, RANGE 110W

SECTION 2: W/2 SE/4, NE/4 SE/4

SECTION 11: NW/4 NE/4

SECTION 14: SE/4 SE/4

SECTION 21: SE/4 SE/4

SECTION 22: THOSE PARTS OF THE S/2 SW/4 LYING AND BEING SITUATED NORTHERLY OF THE CENTER-LINE OF THE CHANNEL OF THE GREEN RIVER;

SECTION 23: E/2 NE/4, SE/4, E/2 SW/4, SW/4 SW/4

SECTION 26: N/2 NW/4, NW/4 NE/4

SECTION 27: NE/4 NE/4, NW/4 NW/4

IT IS THE INTENTION OF THIS LEASE TO INCLUDE ALL ACCRETION AND RIPARIAN RIGHTS BELONGING TO LESSOR AND NOT TO EXCLUDE ANY OIL AND GAS INTEREST THAT LESSOR MAY OWN IN THE DESCRIBED LANDS.

SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

n Sublette County, State of Wyoming
nd gas lease and any extension or renewal thereof, to wit:

Township 36 North, Range 110 West, 6th P.M.
Section 30: E½SW¼, NE¼SE¼
Section 31: Lots 3, 4, SE¼NE¼, E½W½, SE¼

te in Sublette County, State of
and gas lease and any extension or renewal thereof, to wit:

Township 37 North, Range 110 West, 6th P.M.
Section 14: SW¼SW¼
Section 15: SE¼SE¼
Section 22: NE¼, E½NW¼, NW¼NW¼
Section 23: NW¼NW¼

Township 37 North, Range 110 West, 6th P.M.
Section 28: E½SE¼
Section 33: N½NE¼
Section 34: N½NW¼

.....Sublette..... County, State .....Wyoming.....

Township 37 North, Range 110 West, 6th P.M.
Section 14: SW¼SE¼NE¼

MINERAL INTERESTS
INCLUDED

EXHIBIT "A"

Township 37 North, Range 110 West, 6th P.M.

Section 14: SW¼SW¼
Section 15: SE¼SE¼
Section 22: NE¼, E½NW¼, NW¼NW¼
Section 23: NW¼NW¼

SUBLETTE COUNTY, WYOMING

Form 105 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

EXHIBIT "A"

Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
[redacted]FL-3	John R. Buyer and Margaret L. Buyer, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 19: SE¼SE¼ Section 20: S½SW¼ Section 28: S½NW¼, SW¼NE¼, W½SE¼, SW¼ Section 29: NE¼, N½NW¼, SE¼NW¼, NW¼SE¼, E½SE¼ Section 30: E½NE¼ Section 32: E½E½, SW¼SE¼ Section 33: W½NW¼, SE¼NW¼ Containing 1,280.00 acres, more or less	62 O & G	363
NFL-7	Frank Tyler, Jr., A widower	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	12
[redacted]FL-7A	Lillian G. Tyler, aka Mrs. Frank Tyler, Sr., a widow	Kenneth K. Farmer	5-26-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	110
NFL-8	Carney Land Company, A Wyoming Corporation, John Otis Carney and Frederika F. Carney, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 2: W½SE¼, NE¼SE¼ Section 11: NW¼NE¼ Section 14: SE¼SE¼ Section 21: SE¼SE¼ Section 22: Those parts of the S½SW¼ lying and being situated northerly of the center-line of the channel of the Green River Section 23: E½NE¼, SE¼, E½SW¼, SW¼SW¼ Section 26: N½NW¼, NW¼NE¼ Section 27: NE¼NE¼, NW¼NW¼ It is the intention of this lease to include all accretion and riparian rights belonging to Lessor and not to exclude any oil and gas interest that Lessor may own in the described lands.	62 O & G	360

821

EXHIBIT "A"

Township 36 North, Range 110 West, 6th P.M.

Section 20: NE¼NE¼, S½NE¼, SE¼
Section 21: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, N½, SW¼
Section 26: N½
Section 27: N½, SW¼
Section 28: E½, E½W½

SUBLETTE COUNTY, WYOMING

ONE STATE OF Wyoming COUNTY OF Sublette

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-4	Christian F. Murer, George J. Kirn, and Robert W. Lavington	Kenneth K. Farmer	4-1-81	Township 36 North, Range 110 West, 6th P.M. Section 5: Lot 2 (27.08), Lot 3 (27.38), Lot 4 (27.67), SW¼NE¼, NW¼SE¼, SW¼ Section 6: SE¼NE¼, E½SE¼ Section 18: Lot 3 (31.87), Lot 4 (32.00), E½SW¼ Township 37 North, Range 110 West, 6th P.M. Section 35: S½NE¼, N½SE¼, SW¼SE¼ Containing 786.00 acres, more or less	61 O&G	401
NFL-10	William B. Sargent and Dorothy C. Sargent, husband and wife	Kenneth K. Farmer	12-16-81	Township 37 North, Range 111 West, 6th P.M. Section 23: SW¼NE¼, SE¼SW¼, N½SE¼, SW¼SE¼ Section 26: NE¼NW¼ Containing 240.00 acres, more or less	64 O & G	53

130

Form 165 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-2	Abner L. Hecox and Emma Lee Hecox, husband and wife	Kenneth K. Farmer	3-19-81	Township 37 North, Range 110 West, 6th P.M. Section 13: SW¼SW¼ Section 14: SE¼SE¼ Section 24: N½N½, SW¼NW¼, W½SW¼ Section 25: NW¼NW¼ Section 26: NE¼NE¼. Containing 440.00 acres, more or less	61 O & G	388

137

LEASE SCHEDULE

Form 165 EXHIBIT "A" PAGE two STATE OF Wyoming COUNTY OF Sublette

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-9	Black Butte Partners, A General Partnership	Kenneth K. Farmer	7-6-81	Township 37 North, Range 110 West, 6th P.M. Section 22: S½SW¼ Excepting those parts lying and being situated northerly of the thread of the channel of the Green River; Section 26: SW¼NE¼, S½NW¼, SW¼, NW¼SE¼; Section 27: SE¼NE¼, SE¼, NW¼NW¼, excepting that part of the NW¼NW¼ lying and being situated northerly of the thread of the channel of the Green River; Section 34: N½NE¼. Containing 705.00 acres, more or less	63 O & G	131

132

LEASE SCHEDULE

Form 103 EXHIBIT "A" PAGE one STATE OF Wyoming COUNTY OF Sublette

EXHIBIT "A"

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
NFL-3	John R. Buyer and Margaret L. Buyer, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 19: SE¼SE¼ Section 20: S½SW¼ Section 28: S½NW¼, SW¼NE¼, W½SE¼, SW¼ Section 29: NE¼, N½NW¼, SE¼NW¼, NW¼SE¼, E½SE¼ Section 30: E½NE¼ Section 32: E½E½, SW¼SE¼ Section 33: W½NW¼, SE¼NW¼ Containing 1,280.00 acres, more or less	62 O & G	363
NFL-7	Frank Tyler, Jr., A widower	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	12
NFL-7A	Lillian G. Tyler, aka Mrs. Frank Tyler, Sr., a widow	Kenneth K. Farmer	5-26-81	Township 37 North, Range 110 West, 6th P.M. Section 21: E½NW¼, SW¼NW¼, S½NE¼, NE¼SE¼ Section 22: SW¼NW¼, NW¼SW¼ Containing 320.00 acres, more or less	62 O & G	110
NFL-8	Carney Land Company, A Wyoming Corporation, John Otis Carney and Frederika F. Carney, husband and wife	Kenneth K. Farmer	5-4-81	Township 37 North, Range 110 West, 6th P.M. Section 2: W½SE¼, NE¼SE¼ Section 11: NW¼NE¼ Section 14: SE¼SE¼ Section 21: SE¼SE¼ Section 22: Those parts of the S½SW¼ lying and being situated northerly of the center-line of the channel of the Green River Section 23: E½NE¼, SE¼, E½SW¼, SW¼SW¼ Section 26: N½NW¼, NW¼NE¼ Section 27: NE¼NE¼, NW¼NW¼ It is the intention of this lease to include all accretion and riparian rights belonging to Lessor and not to exclude any oil and gas interest that Lessor may own in the described lands.	62 O & G	360

133

PROSPECT - Mineral Deed - Overthrust

Lease No. - OT-MD-7

Interest: 25% of 1/6th of 8/8ths (18.72 acres, m/l)

Description:

Township 13 North, Range 121 West, 6th P.M.
Section 2: Lot 3 (37.82), Lot 4 (38.07), S½NW¼

Township 14 North, Range 121 West, 6th P.M.
Section 26: N½S½
Section 27: The South 2694.32 feet of fractional Section 27, being Lots 3 and 4 and part of Lot 2 containing 45.77 acres, more or less
Section 34: Lot 1(22.00), Lot 2(21.95), Lot 3 (21.90), Lot 4 (21.85)

Containing 449.35 acres, more or less
Uinta County, Wyoming

Value - $1,872.00

PROSPECT - Mineral Deed - New Fork Lake

Lease No. Roxie L. Dew

Interest: 2.507% of 100%

Description:

Township 37 North, Range 110 West, 6th P.M.
Section 14: SW¼SE¼NE¼
Containing 10.00 acres, more or less
Sublette County, Wyoming

Value - $500

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-118366

Lease Effective Date
(Anniversary Date)
December 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

EXXON CORPORATION
P. O. Box 2305
Houston, Texas 77001

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 28 N, R 104 W, 6th PM Sec 7: E½W½ Sec 18: NE¼NE¼, W½E½, E½W½, E½SE¼ Sec 19: E½W½, SE¼ T 28 N, R 105 W Sec 2: S½ Sec 3: Lots 1, 2, 3, 5, E½SW¼, NW¼SW¼ Sec 4: Lots 1, 2, 5, 6, S½ Sec 10: E½NW¼, SW¼NW¼ Sec 11: NW¼SW¼ Sec 14: E½ Sec 24: NW¼ T 29 N, R 105 W Sec 26: All Sec 34: NW¼, SE¼ Sublette County, Wyoming 3,393.77 acres	100%	100%	-0-	5%	-0-

231663

RECORDED Jan. 4 1991 3:10 P M
IN BOOK 87 O&G PAGE 135
FEES $8.00 Mary L. Lankford 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 effective _____

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

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

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

REASSIGNMENT OF LEASE AGREEMENT:

If Assignee desires to surrender or relinquish said lease in whole or in part, Assignee shall mail an appropriate notice to Assignor at least sixty (60) days in advance of the proposed surrender or relinquishment date.

If Assignor desires to reacquire such leases as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interest. Failure of Assignor to respond within the time allowed shall be an election not to reacquire said interest. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

In the event this lease is pooled into a separate operating unit or is utilized as to all or any part of the lands described herein, assignor agrees to execute any documents necessary to commit its overriding royalty interest created by this assignment to the unit.

NOTARY

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

On the 6th day of November, 1990, personally appeared before me Pamela K. Nelson, who being by me duly sworn did say that she is the Power of Attorney for both Standard Energy Corporation and Yellow Ribbon, Inc., and that the within and foregoing instrument was signed in behalf of said corporations, and duly acknowledged to me that said corporations executed the same.

My Commission Expires: 6-20-94

Notary Public: Residing in Salt Lake City, Utah

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 (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 6th day of November 19 90 — Executed this 6 day of DECEMBER 19 90

Name of Assignor as shown on current lease: STANDARD ENERGY CORPORATION / YELLOW RIBBON, INC.
Please type or print

Assignor or Attorney-in-fact: (Signature) Power of Attorney for Both Corporations

42 Calle Feliz
(Assignor's Address)

Sedona, Arizona 86336
(City) (State) (Zip Code)

Assignee or Attorney-in-fact: EXXON CORPORATION (Signature) T. E. Alford (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.

STATE OF TEXAS
COUNTY OF HARRIS } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by T. E. ALFORD
as Attorney-in-Fact
of EXXON CORPORATION
this 6 day of Dec, 19 90

WITNESS my hand and official seal.

My commission expires: 01-11-93

Notary Public
Tim P. Boyle

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-121713

Lease Effective Date
(Anniversary Date)
September 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EXXON CORPORATION
   Street P. O. Box 2305
   City, State, ZIP Code Houston, Texas 77001

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 29 N, R 105 W, 6th PM Sec 6: Lots 3-7 Sec 7: Lots 1-4 Sec 8: W½NW¼ Sec 17: All Sec 18: Lots 1-4 Sec 20: S½ T 29 N, R 106 W Sec 1: Lots 1-4 Sec 2: Lots 1-4 Sec 13: E½ Sublette County, Wyoming Containing 2,166.40	100%	100%	-0-	5%	-0-

231664

RECORDED Jan. 4 19 91 3:10 P M
IN BOOK 87 O&G PAGE 137
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 _____

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

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

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

REASSIGNMENT OF LEASE AGREEMENT:

If Assignee desires to surrender or relinquish said lease in whole or in part, Assignee shall mail an appropriate notice to Assignor at least sixty (60) days in advance of the proposed surrender or relinquishment date.

If Assignor desires to reacquire such leases as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interest. Failure of Assignor to respond within the time allowed shall be an election not to reacquire said interest. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

In the event this lease is pooled into a separate operating unit or is utilized as to all or any part of the lands described herein, assignor agrees to execute any documents necessary to commit its overriding royalty interest created by this assignment to the unit.

NOTARY

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

On the 6th day of November, 1990, personally appeared before me Pamela K. Nelson, who being by me duly sworn did say that she is the Power of Attorney for both Standard Energy Corporation and Yellow Ribbon, Inc., and that the within and foregoing instrument was signed in behalf of said corporations, and duly acknowledged to me that said corporations executed the same.

My Commission Expires:

6-20-94

Notary Public:

Residing in Salt Lake City, Utah

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 (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 6th day of November 1990

Executed this 6 day of December 1990

Name of Assignor as shown on current lease STANDARD ENERGY CORPORATION (40%)
YELLOW RIBBON, INC. (60%)

Please type or print

Assignor or Attorney-in-fact (Signature)
Power of Attorney for Both Corporations
42 Calle Feliz
(Assignor's Address)
Sedona, Arizona 86336
(City) (State) (Zip Code)

Assignee or Attorney-in-fact EXXON CORPORATION (Signature)
T. E. Alford (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.

STATE OF TEXAS
COUNTY OF HARRIS } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by T. E. ALFORD
as Attorney-in-Fact
of EXXON CORPORATION
this 12th day of Dec, 1990

WITNESS my hand and official seal.

My commission expires:
01-11-93

Notary Public
Tim P. Boyle

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-121714

Lease Effective Date
(Anniversary Date)
September 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EXXON CORPORATION
   Street P. O. Box 2305
   City, State, ZIP Code Houston, Texas 77001

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 28 N, R 104 W, 6th PM Sec 6: Lots 1-6, E½SW¼, SE¼ Sec 7: Lots 1-4 Sec 18: Lots 1-4 Sec 19: NE¼ T 28 N, R 105 W Sec 1: Lots 1-4 Sec 2: Lots 1-4 Sec 11: N½NE¼ T 29 N, R 105 W Sec 27: S½ Sec 34: NE¼, SW¼ Sublette County, Wyoming 1,693.71 acres	100%	100%	-0-	5%	-0-

231665

RECORDED Jan. 4 1991 3:10 P M
IN BOOK 87 O&G PAGE 139
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

REASSIGNMENT OF LEASE AGREEMENT:

If Assignee desires to surrender or relinquish said lease in whole or in part, Assignee shall mail an appropriate notice to Assignor at least sixty (60) days in advance of the proposed surrender or relinquishment date.

If Assignor desires to reacquire such leases as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interest. Failure of Assignor to respond within the time allowed shall be an election not to reacquire said interest. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

In the event this lease is pooled into a separate operating unit or is utilized as to all or any part of the lands described herein, assignor agrees to execute any documents necessary to commit its overriding royalty interest created by this assignment to the unit.

NOTARY

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

On the 6th day of November, 1990, personally appeared before me Pamela K. Nelson, who being by me duly sworn did say that she is the Power of Attorney for both Standard Energy Corporation and Yellow Ribbon, Inc., and that the within and foregoing instrument was signed in behalf of said corporations and duly acknowledged to me that said corporations executed the same.

My Commission Expires: 6-20-94

Notary Public: Cindy M. Jensen
Residing in Salt Lake City, Utah

NOTARY PUBLIC STATE OF UTAH CINDY M. JENSEN

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 November, 1990
Name of Assignor as shown on current lease: STANDARD ENERGY CORPORATION (40%) YELLOW RIBBON, INC. (60%)
Please type or print

Assignor or Attorney-in-fact: Pamela K. Nelson (Signature)
Power of Attorney for Both Corporations
42 Calle Feliz
(Assignor's Address)
Sedona, Arizona 86336
(City) (State) (Zip Code)

Executed this 6 day of December, 1990
Assignee: EXXON CORPORATION
or Attorney-in-fact: T. E. Alford (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

STATE OF TEXAS
COUNTY OF HARRIS } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by T. E. ALFORD as Attorney-in-Fact of EXXON CORPORATION this 6th day of Dec, 1990

WITNESS my hand and official seal.

My commission expires: 01-11-93

Notary Public
Tim P. Boyle

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-120770

Lease Effective Date
(Anniversary Date)
July 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

EXXON CORPORATION
P. O. Box 2305
Houston, Texas 77001

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 28 N, R 105 W, 6th PM Sec 17: E½ Sec 21: All Sec 22: NW¼ Sec 27: W½ Sublette County, Wyoming Containing 1,440.00 acres	100%	100%	-0-	5%	-0-

231666

RECORDED Jan 4 1991 3:10 P M
IN BOOK 87 O&G PAGE 141
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

REASSIGNMENT OF LEASE AGREEMENT:

If Assignor desires to surrender or relinquish said lease in whole or in part, Assignee shall mail an appropriate notice to Assignor at least sixty (60) days in advance of the proposed surrender or relinquishment date.

If Assignor desires to reacquire such leases as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interest. Failure of Assignor to respond within the time allowed shall be an election not to reacquire said interest. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

In the event this lease is pooled into a separate operating unit or is utilized as to all or any part of the lands described herein, assignor agrees to execute any documents necessary to commit its overriding royalty interest created by this assignment to the unit.

NOTARY

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

On the 6th day of November, 1990, personally appeared before me Pamela K. Nelson, who being by me duly sworn did say that she is the Power of Attorney for both Standard Energy Corporation and D. K. Investments, Inc., and that the within and foregoing instrument was signed in behalf of said corporations, and duly acknowledged to me that said corporations executed the same.

My Commission Expires:

6-20-94

Notary Public:

Residing in Salt Lake City, Utah

NOTARY PUBLIC STATE OF UTAH

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 (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 6th day of November 1990

Name of Assignor as shown on current lease D. K. INVESTMENTS, INC. (60%)
STANDARD ENERGY CORPORATION (40%)
Please type or print

Assignor or Attorney-in-fact (Signature)
Power of Attorney for Both Corporations
P. O. Box 266
(Assignor's Address)
Holmdel, New Jersey 07733
(City) (State) (Zip Code)

Executed this 6 day of DECEMBER 1990

Assignee EXXON CORPORATION
or Attorney-in-fact T. E. Alford (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.

STATE OF TEXAS
COUNTY OF HARRIS } SS.

(Corporation—Attorney in Fact – Wyo.)

The foregoing instrument was acknowledged before me by T. E. ALFORD
as Attorney-in-Fact
of EXXON CORPORATION
this 6th day of Dec 1990

WITNESS my hand and official seal.

My commission expires:
01-11-93

Notary Public
Tim P. Boyle

TIM P. BOYLE NOTARY PUBLIC STATE OF TEXAS

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-118365

Lease Effective Date
(Anniversary Date)
December 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EXXON CORPORATION
   Street P. O. Box 2305
   City, State, ZIP Code Houston, Texas 77001

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T 29 N, R 105 W, 6th PM Sec 8: E½SW¼, SE¼ Sec 21: NE¼, SW¼ Sec 28: S½S½ Sec 32: All Sec 33: W½ T 29 N, R 106 W Sec 15: W½E½, W½ Sec 22: All Sublette County, Wyoming 2,800.00 acres	100%	100%	-0-	5%	-0-

231667

RECORDED Jan. 4 '91 3:10 P
IN BOOK 87 O&G PAGE 143
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Fran Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

REASSIGNMENT OF LEASE AGREEMENT:

If Assignee desires to surrender or relinquish said lease in whole or in part, Assignee shall mail an appropriate notice to Assignor at least sixty (60) days in advance of the proposed surrender or relinquishment date.

If Assignor desires to reacquire such leases as to the lands surrendered, Assignor shall notify Assignee within fifteen (15) days after receipt of such notice, and thereupon Assignee shall reassign such interest to Assignor; if Assignor does not within fifteen (15) days after receipt of such notice from Assignee elect to reacquire said lease to such lands, Assignee shall then have the right to surrender such interest. Failure of Assignor to respond within the time allowed shall be an election not to reacquire said interest. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

In the event this lease is pooled into a separate operating unit or is utilized as to all or any part of the lands described herein, assignor agrees to execute any documents necessary to commit its overriding royalty interest created by this assignment to the unit.

NOTARY

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

On the 6th day of November, 1990, personally appeared before me Pamela K. Nelson, who being by me duly sworn did say that she is the Power of Attorney for both Standard Energy Corporation and Yellow Ribbon, Inc., and that the within and foregoing instrument was signed in behalf of said corporations, and duly acknowledged to me that said corporations executed the same.

My Commission Expires: 6-20-94

Notary Public: Cindy M. Jensen
Residing in Salt Lake City, Utah

NOTARY PUBLIC STATE OF UTAH

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 November, 1990

Name of Assignor as shown on current lease STANDARD ENERGY CORPORATION (40%)
YELLOW RIBBON, INC. (60%)
Please type or print

Assignor or Attorney-in-fact: Pamela K. Nelson (Signature)
Power of Attorney for Both Corporations
42 Calle Feliz
(Assignor's Address)
Sedona, Arizona 86336
(City) (State) (Zip Code)

Executed this 6 day of December, 1990

Assignee EXXON CORPORATION
or Attorney-in-fact: T. E. Alford (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.

STATE OF TEXAS
COUNTY OF HARRIS } SS.

(Corporation—Attorney in Fact — Wyo.)

The foregoing instrument was acknowledged before me by T. E. ALFORD
of EXXON CORPORATION as Attorney-in-Fact
this 6th day of Dec, 19 90

WITNESS my hand and official seal.

My commission expires:
01-11-93

Tim P. Boyle
Notary Public
Tim P. Boyle

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Victoria Exploration, Inc. with an address of P.O. Box 1079, Denver, Colorado, 80201-1079, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Peak Resource Management, Inc. with an address of 10765 West 35th Place, Wheat Ridge, Colorado, 80033, hereinafter referred to as "Assignee", an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of 2.5% of all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the lands described in Exhibit "A", attached hereto and by this reference made a part hereof, pursuant to those certain oil and gas leases described in said Exhibit "A".

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

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

B. The overriding royalty interest herein provided for shall not, in any event, be paid or accrued upon any oil, gas, casinghead gas and other hydrocarbon substances used for operating, development or production purposes upon the above described lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for repressuring or recycling operations or pressure maintenance operations benefitting said lands.

C. This assignment of overriding royalty is made without warranty of title, either express or implied.

D. If Assignor's interest in the above described oil and gas leases is less than the entire interest, or if said oil and gas leases cover less than the entire fee title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 12th day of December, 1990, but effective as of the 1st day of July, 1989.

VICTORIA EXPLORATION, INC. CORPORATE SEAL COLORADO

VICTORIA EXPLORATION, INC.

By: _____
John T. Kopchefl
Vice President

ATTEST:

_____
Lynnette M. Carpenter
Assistant Secretary

231725

RECORDED Jan 10 19 91 10:30 A.M.
IN BOOK 87 O&G PAGE 145
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14th day of December, 1990, personally appeared John T. Kopcheff, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Victoria Exploration, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John T. Kopcheff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 14th day of December, 1990.

LYNNETTE M. CARPENTER NOTARY PUBLIC STATE OF COLORADO

Lynnette M. Carpenter
Notary Public

My Comudssion Expires:

May 23, 1992

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest located in Sublette County, Wyoming, by and between Victoria Exploration, Inc., as Assignor, and Peak Resource Management, Inc., as Assignee, effective July 1, 1989.

Lease No.:	WY-113
Lease Date:	4/1/76
Lessor:	USA W-54137
Lessee:	Melvin Meester
Description:	Township 27 North - Range 111 West
	Section 17: SE/4
Recorded:	Book 64, Page 328

00501O1-000
Tip Top

OPERATING AGREEMENT

THIS AGREEMENT entered into by and between GENERAL PETROLEUM CORPORATION, a Delaware corporation, and J. E. CHECK wherein reference is made to:

(1) Those certain United States Oil and Gas Leases hereinafter identified by serial number covering certain lands in the County of Sublette, State of Wyoming, as follows:

(a) Serial No. Wyoming 0636, dated April 1, 1950, covering the following described lands:

~~T. 29 N., R. 111 W., 6th P.M.~~
~~Section 5: Lots 3, 4, S½NW¼~~

(b) Serial No. Wyoming 04731, dated February 1, 1951, covering the following described lands:

~~T. 29 N., R. 111 W., 6th P.M.~~
~~Sec. 5: Lots 5,6,7,8, S½NE¼,SE¼,E½SW¼~~

(c) Serial No. Evanston 029991 dated April 1, 1952, covering the following described lands:

231728

~~T. 29 N., R. 111 W., 6th P.M.~~
~~Section 5: Lot 11~~

(d) Serial No. Wyoming 0916, dated May 1, 1950, covering the following described lands:

~~T. 29 N., R. 111 W., 6th P.M.~~
~~Section 5: Lot 4~~

and

(2) Unit Agreement for the Development and Operation of the Tip Top Unit Area, County of Sublette, State of Wyoming, I-Sec. No. 337, dated November 1, 1947; and

(3) Letter Agreement dated October 3, 1946, between J. E. Check and General Petroleum Corporation.

Pursuant to said Letter Agreement, as modified by said Unit Agreement, which Unit Agreement was consented to, ratified and accepted by J. E. Check on October 31, 1947, General Petroleum Corporation hereby grants to J. E. Check the sole and exclusive right to prospect, develop, drill for, produce and operate oil and gas wells on the lands covered by said oil and gas leases at a depth not to exceed 3,000 feet measured

RECORDED Jan. 10 19 91 3:15 P M.
IN BOOK 87 OF G PAGE 148
FEES $13.00 May L. Lenhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Bisby

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

DEC 20 1990
BUREAU OF LAND MANAGEMENT

vertically from the surface of said lands or to a stratigraphic depth 1500 feet above the top of the Frontier formation, whichever depth is less, subject to the approval of the United States Department of the Interior.

Both parties to this agreement hereby acknowledge that all rights below the lesser of the aforesaid depths are vested exclusively in General Petroleum Corporation subject to said Unit Agreement and that this Operating Agreement is subject to and limited by the terms of the said leases and said Unit Agreement to which said leases have been committed. J. E. Chenk agrees to comply with all the provisions of said leases and Unit Agreement and to conduct all of his operations on said lands so as not to interfere with the operations of General Petroleum Corporation or any other party acting pursuant to said Unit Agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement this 22nd day of October, 1953.

GENERAL PETROLEUM CORPORATION

By _____
Vice President

By _____
Assistant Secretary

_____
J. E. Chenk

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 20 1990
BUREAU OF LAND MANAGEMENT

AGREEMENT

WHEREAS the undersigned J. E. CHEEK, hereinafter called ASSIGNOR, has assigned to the undersigned BELCO PETROLEUM CORPORATION, hereinafter called ASSIGNEE, full operating rights down to three thousand (3,000) feet below the surface or to a stratigraphic zone fifteen hundred (1,500) feet above the top of the Frontier formation, whichever depth is more, covering all of Section 5, T28N, R113W, all of Section 34 and the East Half of Section 33, T29N, R113W, as well as a Lease covering all rights, both Shallow and Deep, on the West Half of Section 36, T30N, R114W, all in Sublette County, State of Wyoming, to which assignments reference is here made for all purposes, and

WHEREAS, under these assignments the ASSIGNOR has reserved unto himself certain Overriding Royalties, and

WHEREAS, the parties hereto acknowledge and agree that the assignments in themselves do not cover the full scope of their agreement,

THEREFORE, it is agreed by and between the aforesaid ASSIGNOR and ASSIGNEE that all of the assignments covering the aforementioned interests shall be subject to the following conditions:

I - WARRANTY

The ASSIGNOR hereby warrants his title to all of the interests assigned and which are the subject of this agreement, as enumerated above.

The ASSIGNOR further warrants that the necessary approval of all of these assignments by the Secretary of the Interior, or the Board of Land Commissioners, as the case may be, can be obtained, and should such approval be withheld he will prepare assignments, without further consideration, in a form which can be approved by the Secretary of the Interior or the Board of Land Commissioners.

The ASSIGNOR further warrants that there are no previously created Overriding Royalties on any of the interests being assigned and which are the subject of this agreement. In the event there should be any previously created Overriding Royalties, said Overriding Royalties shall be absorbed by the ASSIGNOR by reduction of the Overriding Royalties reserved in the assignments referred to above.

II - DEVELOPMENT

The ASSIGNEE obligates itself to go upon some part of the above-described lands before December 31, 1954, or twelve (12) months after the approval of all of the assignments referred to above by the Secretary of the Interior or the Board of Land Commissioners, as the case may be, whichever shall be the later, and begin operations for the drilling of a well in search of oil or gas and to diligently prosecute the same down to a depth of twenty-nine hundred (2,900) feet or production in commercial quantities of oil or gas at a lesser depth; thereafter to begin operations for the drilling of a second well within six (6) months from the completion of the first well either as a producer or dry hole, which second well shall be drilled in the manner and to the depth provided for the first well to be drilled, and thereafter to begin operation for the drilling of a third well within six (6) months after the completion of the second well either as a producer or a dry hole in the manner and to the depth provided for the first well to be drilled.

If, due to the order of any regulatory body or authority, federal or state, or both, or inability (with the exercise of reasonable diligence) to obtain needed permission or authority from any such regulatory body or if due to strikes, lockouts, riots, insurrections, war, scarcity of material, unavailability of contractor, weather, or any other cause beyond the control

CERTIFIED
to be a true and comparative copy
of the official records on file
DEC 20 1990
BUREAU OF LAND MANAGEMENT

of ASSIGNEE, ASSIGNEE is unable with the exercise of reasonable diligence to commence any well provided for in this agreement within the time permitted, or continue the drilling of any such well to the required depth within the time permitted, the time of commencement of such well or the continuance of the drilling of such well, as the case may be, shall be extended by the number of days during which the failure to drill or continue drilling was due to any such cause above set out.

Should ASSIGNEE fail to drill a minimum of three wells in the time and manner hereinabove provided for such wells to be drilled then the interest assigned to the ASSIGNEE under the aforementioned assignments will revert to ASSIGNOR except as to a 640 acre tract in the form of a square surrounding any well so drilled, it being the intention that a minimum of three wells shall be drilled in the time and manner hereinabove provided and upon failure to drill such wells ASSIGNEE shall forfeit title to the interests conveyed covering all of said acreage except as to 640 acres for each well so drilled.

Notwithstanding any language in the preceding paragraph hereinabove set forth, should any of said wells so drilled be a dry hole then title to the 640 acres surrounding such dry hole shall reinvest in ASSIGNOR unless ASSIGNEE begins operations for the drilling of a second well on such 640 acre tract within six (6) months thereafter, which well if begun shall be drilled in the manner and to the depth hereinabove provided for the first well to be drilled, which will prevent the forfeiture of the leasehold estate to the 640 acres around such dry hole.

Failure to drill the wells in the time and manner herein stipulated will cause the termination of the above-mentioned assignments and the interests therein assigned shall reinvest in ASSIGNOR.

ASSIGNEE shall furnish to ASSIGNOR copies of all logs, electrical surveys, and any and all other information obtained by ASSIGNEE in his drilling operations on said above described land.

III - OVERRIDING ROYALTY

It is mutually understood and acknowledged that the Overriding Royalty reserved in the assignments referred to above shall not only be applicable to the assignments themselves but also to any renewals or extensions thereof. It is also understood and acknowledged that the Overriding Royalty reserved in the assignments referred to above is in addition to the Overriding Royalty reserved by the ASSIGNOR in assignments of Deep Rights to General Petroleum Corporation.

IN WITNESS WHEREOF, the undersigned ASSIGNOR and ASSIGNEE have hereunto set their hands and seals this 2d day of October 1953.

J. E. CHEEK, ASSIGNOR

BELOO PETROLEUM CORPORATION,
ASSIGNEE

by A. B. Beller
A. B. Beller, President

STATE OF South Dakota)
) ss.
COUNTY OF Hughes)

On this 10 day of October, 1953, before me personally appeared J. E. CHEEK, 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 notarial seal this 10 day of October, 1953.

Royal Van Camp
Notary Public

CERTIFIED
a true and complete copy
the official records on file
DEC 20 1990
BUREAU OF LAND MANAGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF KINGS)

On this 2d day of October, 1953, before me personally appeared A. B. BELFER, who being by me duly sworn did say: That he is the President of BELCO PETROLEUM CORPORATION, the corporation that executed the within instrument, and that the seal affixed thereto is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors.

Given under my hand and notarial seal this 2d day of October, 1953.

L. Phillips Ford
Notary Public

PHILIP FORD
NOTARY PUBLIC, STATE OF NEW YORK
No. 24-0141900
Qual. in Kings Co. Certs. filed with
N. Co. Clerk, Kings & N. Y. Co. Registers
Term expires March 30, 1954

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to be a true and comparative copy
of the official records on file
DEC 20 1990
BUREAU OF LAND MANAGEMENT

[illegible]

Form 4-218
(December 1948)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NONCOMPETITIVE

Office Evanston

Serial 025991

Contract No. I-3L(24)

0050101-000
T.P Top

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 APR -1 19[illegible]
day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and General Petroleum Corp.
P. O. Box 1652
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 the~~ Field: Sublette County

T. 29 N., R. 113 W., 6th P.M., Wyoming.
sec. 34, all;

x
x
x
x
x
x
x
x
x
x
x
x

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Sherrill Lattam
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containing 640.00 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.

231730

(1)

FOR CLAIMANT

RECORDED Jan 10 1991 3:32 P M
IN BOOK 87 D&G PAGE 153
FEES 11.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie 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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(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.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

MAR 19 1942

By _____

Manager, Land and Survey Office

GENERAL PETROLEUM CORPORATION

By _____
Vice President

_____
Assistant Secretary Lessee.

612 So. Flower St.
Los Angeles 17, Calif.

612 So. Flower St.
Los Angeles 17, Calif.

Witnesses to signature of lessee.

* U. S. GOVERNMENT PRINTING OFFICE 1941 O - 501438 16-85700-4

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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.

Minumum 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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160

Form No. 4-1175
(July 1951)

With acreage changed to 46,080

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Box 741
Casper, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 233966
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 017710 B
Date of Lease Dec. 31, 1938

FEB 1 1955
LAND OFFICE STAMP
Land and Survey Office
Box 573 Cheyenne, Wyo.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to .....
(Name and address)

BELCO PETROLEUM CORP., 42 Broadway, New York 4, New York

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. 30 N., R. 113 W., 6th. P.M., Sublette County, Wyoming

Section 28: E½

34: SE¼, N½ SW¼, SE¼ SW¼

600.00 acres, more or less

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 75% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved ..... see attached Rider
(State percentage only)

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

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

Executed and witnessed this 3rd. day of February 19 55

WITNESS:
A. Post

David G. Bintliff
(Assignor's signature)

812 Rusk Avenue, Houston, Texas
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
Corporation or other legal entity (specify what kind) .....Corporation.....
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed46,080 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. previously furnished for Evanston 025930.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

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

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

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

Executed and witnessed this 3rd. day of February 19 55

WITNESSES: ATTEST:
A. Walter
A. M. Walter Asst. Sec'y.
(Name and address)

(Name and address)

Belco Petroleum Corp.
A. B. Belfer President
(Assignee's signature)
42 Broadway, New York 4, New York
(Address)

Assignment approved effective MAR 1 - 1955 231733

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

Manager, Land Office
(Title)

RECORDED Jan 10 19 91 4:45 P M
IN BOOK 87 O & G PAGE 160
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK By Mona Riley

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

INSTRUCTIONS

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

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

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

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

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

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

RIDER

to assignment of Evanston 017710 B
dated February 3, 1955

Twp. & Rge.	Sec.	Description	Total Acreage	% ORR
30 N. 113 W.	28	SE¼	160.00	4½
	28	NE¼	160.00	6
	34	SE¼, N½ SW¼, SE¼ SW¼	280.00	4½
			600.00	

161

231752

Mail Tax Notices and Return
Recorded Original to Assignee at:

Sonat Exploration Company
P. O. Box 12878
Oklahoma City, OK 73157-2878

RECORDED JAN 14 1991 12:15 P.M.
IN BOOK 87 OEG PAGE 162
FEES $ 44.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheney, deputy

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

ASSIGNMENT WITH SPECIAL WARRANTY AND BILL OF SALE

This Assignment With Special Warranty and Bill of Sale ("Assignment") dated as of January 11, 1991 (the "Closing Date"), but effective as of 7:00 a.m. local time where the Properties (as hereinafter defined) are located, on October 1, 1990 (the "Effective Date"), is from ARGENT ENERGY, INC., a Delaware corporation formerly named Woods Petroleum Corporation, and WOODS RESOURCES, INC., a Delaware corporation and wholly owned subsidiary of Argent ("WRI"), each of whose mailing address is 3817 NW Expressway, Oklahoma City, OK 73112 (Argent and WRI each being individually referred to as "Assignor" and collectively as "Assignors"), to SONAT EXPLORATION COMPANY, a Delaware corporation ("Assignee"), whose mailing address is P. O. Box 12878, Oklahoma City, OK 73157-2878.

I. GRANTING AND HABENDUM CLAUSES

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Assignor, each Assignor hereby assigns, sells, grants, conveys and transfers unto Assignee, effective as of the Effective Date, the following (the *"Properties"*):

(a) all of Assignor's rights, titles, interests and estates in and to the Leases (as hereinafter defined), together with all rights, titles, interests, tenements, hereditaments, appurtenances, benefits and privileges attributable to the Leases, the lands covered thereby or pooled or unitized therewith, and any oil, gas or other hydrocarbons produced therefrom;

(b) all of Assignor's rights, titles and interests with respect to any wells for the production of oil, gas or other hydrocarbons (including, without limitation, wells which may be currently producing, not producing, in the process of or awaiting completion, or drilling) located upon the lands to which the Leases relate or upon any lands with which any portion of such lands may be pooled or unitized, either voluntarily or by compulsory order of appropriate governmental authority;

(c) all of Assignor's rights, titles, interests and estates in and to all lands, surface leases, easements, permits, licenses, franchises and servitudes that are used or held primarily for use in connection with the ownership or operation of the Properties or that are referred to on Exhibit A;

(d) all of Assignor's rights, titles and interests in and to any and all surface or subsurface machinery, equipment, facilities, pipelines, gathering lines, supplies or other property of whatsoever kind or nature located in, on or under, affixed or attributable to or obtained or used in connection with the Leases or any portion thereof or interest therein, including, without limitation, any gas processing facilities and all other goods that are or are to become fixtures on the lands described in clauses (b) and (c) above, oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pipe, compressors, mains, fittings, regulators, pumps, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering, treatment, compression and transmission), chemicals, solutions, water and salt water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, valves, meters, measuring devices, machine shops, tools, storage yards and equipment stored therein, buildings and camps, plans, drawings, specifications, surveys, engineering studies and reports, warranties and guarantees of manufacturers and others, telegraph, telephone and other communication systems, roads, loading docks, shipping facilities and building and construction materials and vehicles;

(e) all of Assignor's rights, titles and interests in production from the Leases after the Effective Date;

(f) all of Assignor's rights, titles and interests, including, without limitation, accounts receivable and payable, arising from or related to the period after the Effective Date in connection with the Leases or Applicable Contracts (as hereinafter defined);

(g) all of Assignor's rights, titles and interests with respect to Imbalances (as hereinafter defined);

(h) all of Assignor's rights, titles, interests and estates to all office or servicing facilities or space, or leases with respect thereto, wherever located, used in connection with operation of the Leases, and all furniture, computers, computer software, telephone or telecommunication systems and other office equipment, supplies and inventories located thereon or used or obtained for use in connection therewith, including leases thereof;

(i) all of Assignor's files, records and data with respect to the Properties described in clauses (a)-(h) above, whether kept or maintained in written, computer, microfiche or other form, including, without limitation, title records, abstracts of title, curative materials, production data, electric logs, core data, pressure data, decline curves, graphic production curves, financial, tax and accounting records, software and computer tapes; and

(j) all Geoscience Data (as hereinafter defined);

LESS AND EXCEPT the Excluded Assets (as hereinafter defined).

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; and each Assignor, with respect to its respective interest in any of the Properties, does hereby bind itself, its successors and assigns, to warrant and forever defend Indefeasible Title (as hereinafter defined) to the Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof, by, through or under such Assignor, or its affiliates, or any partnership in which such Assignor or any affiliate of such Assignor was the general partner and which previously owned an interest in the Properties, but not otherwise; and with full substitution and subrogation of Assignee, and all persons or entities claiming by, through or under Assignee, in and to all covenants, warranties and indemnities given or made by each Assignor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Properties.

II. DEFINITIONS

"Applicable Contract" means any partnership agreement or any joint operating agreement, or any purchase, product, sale, transportation, gas balancing, processing or treating agreement relating to the Properties or production from the Properties or any unitization, pooling, lease, farmout, farmin, royalty, overriding royalty, development,

easement, right-of-way or other similar agreement with respect to any of the Properties or production or the proceeds of production from any of the Properties existing as of the Effective Date, the closing of the purchase and sale of the Properties (the *"Closing"*) or any time between the Effective Date and the Closing, as the case may be.

"Excluded Assets" means any right, claim, interest, asset and property of Assignor (a) arising from or relating to production from any Property prior to the Effective Date, or constituting refunds of any amounts paid during or with respect to any period prior to the Effective Date, under any Applicable Contract or with respect to any of the Properties, except for any rights to receive gas or money with respect to Imbalances taken into account in any adjustments to the purchase price paid by Assignee, including without limitation cash on hand, accounts receivable or other receivables, and causes of action or claims, (b) in the Leases described on Exhibit B and Geoscience Data and agreements relating to the prospects described on Exhibit B and the office building in Pratt, Kansas, described on Exhibit B and (c) other rights, claims, interests, assets or properties of Assignor that are not related to the Properties.

"Geoscience Data" means all geological and geophysical data of Assignor related to the Properties and all other oil and gas exploration or development activity in the United States and adjacent federal and state waters to the extent either that Assignor has the right to transfer same (including any copyrights in any such data that is proprietary and any licenses for any such data that is licensed), including, without limitation, interpretations, analyses, prospect and other maps, seismic records, well logs, cores, scout tickets and completion cards related to the Properties.

"Imbalance" means any gas or other hydrocarbon production, transportation or processing imbalance existing as of the Effective Date with respect to any of the Properties, together with any related rights or obligations as to future cash and/or gas or product balancing, including, without limitation, any such rights or obligations related thereto resulting from payments to royalty and overriding royalty interest owners made on the basis of Assignor's net revenue interest in a well or unit and total production from a well or unit for periods during which a percentage of total production greater or less than such Assignor's net revenue interest may actually have been produced and sold for Assignor's account.

"Indefeasible Title" with respect to any Property means such record and beneficial right, title and interest of Assignor in and to such Property that, subject to Permitted Encumbrances:

(a) in the case of any Property described on Part II of Exhibit A,

(i) entitles the Assignor to a Net Revenue Interest in such Property not less than the interest shown on Part II of Exhibit A as the Net Revenue Interest for such Property, and subjects the Assignor to a Working Interest in such Property that is no greater than the interest shown on Part II of Exhibit A as the Working Interest for such Property;

(ii) is free and clear of all encumbrances, liens, mortgages, pledges, production payments, security interests, preferential purchase rights, requirements for consents to assignment that would apply to the transactions contemplated hereby and any other defects in title that adversely affect or interfere with the operation or use of the Properties as currently operated or used or the ownership or value thereof; and

(b) in the case of any other Property, constitutes good and, in the case of real property, indefeasible title, free and clear of all encumbrances, liens, mortgages, pledges, security interests, preferential purchase rights or requirements for consents to assignment.

"Lease" means any right, title or interest, or any contractual right to acquire any right, title or interest, in or under any oil, gas or other hydrocarbon lease or any other interest in oil or gas, including, without limitation, fee mineral interests, oil, gas, and/or mineral leases and leasehold interests, royalties, overriding royalties and farmins, that is (a) described on Part I of Exhibit A, (b) located in the United States or federal or state waters adjacent thereto and in which Assignor owns an interest, (c) which Assignor received or had the right to receive upon the dissolution of a partnership, or (d) that prior to the date hereof was acquired by Assignor with Assignee's consent.

"Net Revenue Interest" with respect to any Property means the interest (expressed as a seven digit decimal) in and to all production of oil, gas and hydrocarbon minerals saved, produced and sold from the lands relating to such Property and all depths thereunder, after giving effect to all valid lessors' royalties, overriding royalties, production payments, carried interests, liens and other encumbrances or charges against production therefrom, and without reduction, suspension or termination for the productive life of such Property.

"Permitted Encumbrances" means any of the following:

(a) any tax, regulatory, mechanic's, materialman's, contractor's, operator's, lessor's or other liens or encumbrances created by law that secure obligations that (i) are not yet delinquent and will be paid or discharged in the ordinary course of business or (ii) are being contested in good faith in the normal course of business;

(b) all other liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects and irregularities affecting a Property that, individually or in the aggregate, are not such as to (i) interfere materially with the operation, value or use of such Property, (ii) prevent Assignee from receiving any portion of the proceeds of production from such Property, (iii) reduce the Net Revenue Interest of Assignor in any Property below the Net Revenue Interest set forth on Part II of Exhibit A for such Property, (iv) increase the Working Interest of Assignor in any Property above the Working Interest set forth on Part II of Exhibit A for such Property, or (v) constitute a lien or security interest on any of the Properties securing obligations that are unpaid as of the Closing Date;

(c) any agreement, contract, lease, instrument, permit, amendment or extension entered into by Assignor with Assignee's written approval;

(d) all rights to consent by, required notices to, filings with or other actions by governmental entities in connection with the sale or conveyance of federal, state, Indian or other governmental oil and gas leases or interests therein that are customarily obtained subsequent to the assignment of such oil and gas leases or interests, to the extent and only to the extent that such rights, notices, filings or other actions can reasonably be contemplated to be effected, and are, in fact, effected within six months after the date hereof without significant cost or expense to Assignee or reduction in the applicable Net Revenue Interest;

(e) preferential purchase rights and requirements for consents to assignment with respect to which waivers and consents have been obtained prior to the date hereof as to this Assignment;

(f) such reversionary interests, depth limitations and other matters as may be set forth on Part I of Exhibit A; and

(g) any Imbalances taken into account in adjustments to the purchase price paid by Assignee.

"Working Interest" with respect to any Property means the interest (expressed as a seven digit decimal) in and to such Property and all depths thereunder and all rights and obligations of every kind and character appurtenant thereto, or arising therefrom, without regard to any valid lessors' royalties, overriding royalties, production payments, carried interests, liens and other encumbrances or charges against production therefrom, insofar as such interest is burdened with the obligation to bear and pay costs of operations in respect of such Property and without increase, temporarily or otherwise, for the productive life of such Property.

III. COVENANTS

Except for the above warranty of each Assignor the Properties are being sold and transferred by each Assignor to Assignee on an "as is" and "where is" basis and without recourse, covenant, or warranty of any kind, express or implied, or statutory. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, EACH ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED, EXPRESS OR STATUTORY WARRANTY (a) OF MERCHANTABILITY, (b) OF FITNESS FOR A PARTICULAR PURPOSE, (c) OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND/OR (d) OF TITLE (EXCEPT AS SET FORTH HEREIN). ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF VERNON'S TEXAS CODE ANNOTATED, BUSINESS AND COMMERCE CODE.

IV. MISCELLANEOUS

In the event any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or of any other instrument referred to herein or executed in connection herewith.

All provisions herein are solely and exclusively for the benefit of each Assignor and Assignee and their successors and assigns, and no other person or entity shall have standing to require satisfaction of such provisions in accordance with their terms.

Reference is made to the Exhibits attached hereto and made a part hereof for all purposes. Reference in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of the counties or parishes in which the affected interests are located.

To facilitate recording or filing of this Assignment, (i) the counterpart to be recorded in a given county or parish may contain only those portions of the Exhibits that describe property located in such county or parish, and (ii) each counterpart filed with a federal or state agency or office may contain only those portions of the Exhibits that describe property under the jurisdiction of that agency or office. Assignor ad Assignee have each retained a counterpart to this Assignment with complete Exhibits. Another counterpart of this Assignment with Exhibits describing all Properties located in the state of Wyoming has been filed in the official real property records of Campbell County, Wyoming.

The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents as may reasonably be necessary or useful in carrying out the purposes of this Assignment.

Each Assignor may have executed and delivered, or may execute and deliver, certain separate transfers of individual Properties for filing with and approval by the United States of America and other governmental or tribal entities and agencies. Said separate transfers, to the extent required by law, shall be on forms prescribed or suggested by said entities and agencies. Said separate transfers and this Assignment shall, when taken together, be deemed to constitute the one Assignment by such Assignor of the applicable portion of the Properties. Said separate transfers are not intended to modify, and shall not modify, any of the terms, covenants and warranties set forth herein. Said separate transfers shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in said separate transfer. This Assignment, insofar as it pertains to any portion of the Subject Property as to which said separate transfers have been, or will be, executed for filing with and approval by any such governmental entity or agency, is made and accepted subject to the approval of such entity or agency and to the terms of such approval, if and to the extent required by law.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which counterparts shall constitute but one assignment.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written, but effective for all purposes as of the Effective Date.

ASSIGNOR

ARGENT ENERGY, INC.

By: _____
Samuel G. Moseley
Vice President

[Corporate Seal]

ATTEST:

_____
John M. Hugo
Assistant Secretary

WOODS RESOURCES, INC.

By: _____
Samuel G. Moseley
Vice President

[Corporate Seal]

ATTEST:

_____
John M. Hugo
Assistant Secretary

[redacted] [redacted] [redacted]

THE STATE OF OKLAHOMA §
§
THE COUNTY OF OKLAHOMA §

BE IT REMEMBERED, that I, Teresa Voise, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Oklahoma, hereby certify that, on this 11th day of January, 1991, there appeared before me, Samuel G. Moseley and John M. Hugo, a Vice President and Assistant Secretary, respectively, of ARGENT ENERGY, INC., a Delaware corporation, whose address is 3817 N.W. Expressway, Oklahoma City, OK 73112.

(Alabama)

I, the undersigned authority, a Notary Public in and for said State, hereby certify that the above named persons, whose names as the designated officers of said corporation are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arkansas)

On this day, before me, the undersigned Notary Public, personally appeared the above named persons, who acknowledged themselves to be the designated officers of said corporation and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

(Colorado, Michigan, Nebraska, New Mexico, North Dakota, Utah and Wyoming)

The foregoing instrument was acknowledged before me on this date by the above named persons, the designated officers of said corporation, on behalf of said corporation.

(Louisiana)

On this day, before me, the undersigned Notary Public in and for said State, personally appeared the above named persons, to me personally known, who, being by me duly sworn, did say that they are the designated officers of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and that the above named persons acknowledged the instrument to be the free act and deed of the corporation.

(Kansas)

This instrument was acknowledged before me on this date by the above named persons as the designated officers of said corporation.

(Montana)

On this day, before me, the undersigned, a Notary Public for the said State, personally appeared the above named persons, known to me to be the designated officers of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma)

This instrument was acknowledged before me on this date by the above named persons as the designated officers of said corporation.

(Texas)

This instrument was acknowledged before me on this day by the above named persons as the designated officers of said corporation on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Oklahoma City, County of Oklahoma and State of Oklahoma, this 11th day of January, 1991.

Teresa L. Voise

Teresa Voise
Notary Public in and for
The State of Oklahoma

Residing at:

2317 N.W. Expressway
Oklahoma City, OK 73112

My Commission Expires:
January 14, 1992

[redacted] [redacted] [redacted]

THE STATE OF OKLAHOMA §
§
THE COUNTY OF OKLAHOMA §

BE IT REMEMBERED, that I, Teresa Voise, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Oklahoma, hereby certify that, on this 11th day of January, 1991, there appeared before me, Samuel G. Moseley and John M. Hugo, a Vice President and Assistant Secretary, respectively, of WOODS RESOURCES, INC., a Delaware corporation, whose address is 3817 N.W. Expressway, Oklahoma City, OK 73112.

(Alabama)

I, the undersigned authority, a Notary Public in and for said State, hereby certify that the above named persons, whose names as the designated officers of said corporation are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

(Arkansas)

On this day, before me, the undersigned Notary Public, personally appeared the above named persons, who acknowledged themselves to be the designated officers of said corporation and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by themselves as such officers.

(Colorado, Michigan, Nebraska, New Mexico, North Dakota, Utah and Wyoming)

The foregoing instrument was acknowledged before me on this date by the above named persons, the designated officers of said corporation, on behalf of said corporation.

(Louisiana)

On this day, before me, the undersigned Notary Public in and for said State, personally appeared the above named persons, to me personally known, who, being by me duly sworn, did say that they are the designated officers of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors and that the above named persons acknowledged the instrument to be the free act and deed of the corporation.

(Kansas)

This instrument was acknowledged before me on this date by the above named persons as the designated officers of said corporation.

(Montana)

On this day, before me, the undersigned, a Notary Public for the said State, personally appeared the above named persons, known to me to be the designated officers of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Oklahoma)

This instrument was acknowledged before me on this date by the above named persons as the designated officers of said corporation.

(Texas)

This instrument was acknowledged before me on this day by the above named persons as the designated officers of said corporation on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Oklahoma City, County of Oklahoma and State of Oklahoma, this 11th day of January, 1991.

Teresa L. Voise

Teresa Voise
Notary Public in and for
The State of Oklahoma

Residing at:

3817 N.W. Expressway
Oklahoma City, OK 73112

My Commission Expires:
January 14, 1992

Exhibit A: Properties

Part I: Leasehold, Fee Mineral and Other Interests

Part II: Wells and Units

Exhibit B: Excluded Assets

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EXHIBIT "A"
PART I

STATE	COUNTY NAME	LEASE NUMBER	LEASE DATE	LESSOR NAME	LESSEE NAME	TWP	RNG	SEC	LEASE DESCRIPTION	BOOK	PAGE
WY	SUBLETTE	10855 01	50176	W-54466 USA	HARRY K VEAL	28N	111W	17	ALL SEC. 17 FROM THE SURFACE DOWN TO THE S.E. OF 12,675 FT. BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON #17-1 WELL.		
WY	SUBLETTE	10855 01	50176	W-54466 USA	HARRY K VEAL	28N	111W	20	W/2 FROM THESURFACE DOWN TO THE S/E. OF 12,675 FT. BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON 17-1 WELL		
WY	SUBLETTE	11981 01	20173	W-38071 USA	JOAN CHORNEY	28N	111W	21	S/2 SEC 21-28N-111W FROM SURFACE TO S.E. OF 12,675 FT.		

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EXHIBIT "A"
PART II CONT.

CODE	WELL ID	WELL NAME	SEC/TWP/RGE	FIELD	STATE	COUNTY	BPO GWI	BPO NRI	APO GWI	APO NRI
08	11981-01	CHORNEY FEDERAL #30-21	21-28N-111W	REARDON DRAW	WY	SUBLETTE	0.0000000	0.0050000	0.1000000	0.0775900
08	10855-02	VEAL FEDERAL #10-20	20-28N-111W	REARDON DRAW	WY	SUBLETTE	0.0000000	0.0025000	0.1000000	0.0765900

EXHIBIT B

EXCLUDED ASSETS

PROSPECTS:

The prospects shown below together with wells and equipment located therein and thereon, leases, agreements and geological/geophysical data pertaining thereto are excluded from that certain Purchase and Sale Agreement referenced above:

Red Fish Reef Prospect

Well Name: State Tract 203 #1 (WPC Lease: 14571-010)
Location: 850' FNWL & 1400' FSWL
Chambers County, Texas

Well Name: State Tract 204 #1 (WPC Lease: 14571-010)
Location: 2000' FSWL to 1000' FSEL
Galveston Bay
Chambers County, Texas

Prospect covers all lands within: State Tracts 132, 133, 202, 203, 204, 222, 223, 224 and Exxon farmout lands in Tract 204, Galveston Bay, Chambers County, Texas.

Agreements:

1. Participation Agreement dated 5/23/90 AEC Exploration Company and Woods Petroleum Corporation, et al.

2. Operating Agreement dated 5/23/90 by and between Nicor Exploration Company and Woods Petroleum Corporation, et al.

3. Farmout Agreement dated 5/22/90 by and between J. M. Huber Corporation and AEC Exploration Company.

4. Farmout Agreement dated December 6, 1989, between Exxon Company, U.S.A. and AEC Exploration Company. (Exxon Trade No. GF-89-961).

Operator: Nicor Exploration Company

East Huxford Prospect

Well Name: Edge-Wefel Trust 24-5#1
NW/4 Section 24-3N-7E
Escambia County, Alabama

Prospect covers all lands within: Sections 13, 14, 15, 23, 24, 25, 26, 27-3N-7E, and Sections 18, 19, 30-3N-8E.

Agreements:

1. Participation Agreement Agreement dated June 1, 1989 between Edge Petroleum Corporation and Woods Petroleum Corporation.

2. Operating Agreement dated June 1, 1989, between Hadson Petroleum (USA) Inc. and Woods Petroleum Corporation, et al.

Four Forks Prospect

Well Name: Cochran 14-5 #1
S/2 NW/4 Section 14-7N-13W
Jones County, Mississippi

Prospect covers all lands within: Sections 1, 2, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23-7N-13W.

Agreements:

1. Exploration Agreement dated 11/1/89 by and between Paramount Petroleum Co., Inc. and Woods Petroleum Corporation.

2. Operating Agreement dated 11/1/89 by and between Pacific Enterprises Oil Company (USA) and Woods Petroleum Corporation, et al.

Razor Prospect

Well Name: L. L. McCleary #1 (Dry Hole)
R. B. Lyle Survey, A-541
Brazoria County, Texas

Prospect covers all lands within: R. B. Lyle A-539, H.T.&B.R.R. A-309, G.C. Smith A-547, G.C. Smith A-548, A.C.H. &B. A-415, R.B. Lyle A-540, A.C.H.&B. A-417, Mary V. O'Donnell A-469, R.B. Lyle A-541, Kate R. Ehrman A-459, and H.N. Little A-319 Surveys, Brazoria County, Texas

Agreements:

1. Participation Agreement dated 12/1/89 between American Coastal Energy, Inc. and Woods Petroleum Corporation, et al.

2. Operating Agreement dated 12/1/90 between Santa Fe Energy Company and Woods Petroleum Corporation, et al.

Allen Dome Prospect

Well Name: Undrilled - no well name yet.

Area Of Mutual Interest: Includes lands in Sterling McNeil A-94, J.C. & G.W. McNeel, W. & T. Alley A-2 and C.G.H.&H. Alsbury Surveys.

Agreements:

1. Seismic Option Agreement dated January ___, 1991 between Woods Petroleum Coproration and Houston Resources Corporation.

East Chatom Prospect

Well Name: Undrilled -No well name yet.
Section 12-6N-4W
Washington County, Alabama

Area of Mutual Interest: Sections 1, 2, 11, 12, 13, 14, 23, 24 & 25-6N-4W and Sections 18, 19 & 30-6N-3W.

Agreements:

1. Participation Agreement dated 12/5/90 by and between Wesson Energy Corporation and Argent Energy, Inc.

2. Operating Agreement dated 12/5/90 between Dallas Production, Inc. and Argent Energy, Inc.

N.W. Starks Prospect

Well Name: Undrilled - Bell State #1
Section 19-8S-13W, Calcasieu Parish, LA
(Bottom Hole Location)

Prospect covers all lands within: Sections 19, 20, 21, 28, 29, 30, 31, 32-8S-13W and Sections 23, 24, 25, 26, 36-8S-14W Calcasieu Parish, Louisiana

Agreements:

1. Exploration Agreement dated 12/7/90* by and between Paramount Petroleum Company, Inc. and Argent Energy, Inc.

2. Operating Agreement dated 12/7/90* by and between Bridge Oil Company, L.P. and Argent Energy, Inc.

* Note: Drafts of above mentioned Agreements are dated 12/7/90 and final form anticipate to be same date.

Hobart Prospect

Well Name: Hobart Unit
Section 18, 19 & 20-17N-17W
Kiowa County, Oklahoma

Corporate and Partnership Records:

All corporate (relating to Argent or it's subsidiaries) and Partnership records and files, whether kept or maintianed in written, computer, microfiche, or other form, together with the file cabinets, notebooks, or other containers in which they are currently kept or maintained, that do not relate or pertain to the Properties; including, but not limited to, all Partnership subscription and sales records, tax returns, reports and accounting records; corporate records and files with respect to corporate business, personnel, personnel policies and/or benefits, qualification files related thereto; and all other records and files not related to the Properties. This includes all files pertaining to the legal proceedings which are to be Seller supervised after closing.

Pratt,Kansas Buildings

Lots seventeen (17) and eighteen (18) in block twenty nine (29) in the original town of Pratt.

(i) 137'6" x 50'6" x 2 story office building located on aforedescribed real estate.

(ii) 120' x 80' x 18' Chief steel shop and warehouse building located on real estate leased by Argent Energy Inc., successor to Texas Energies, Inc., from the City of Pratt pursuant to the Lease Agreement dated the 15th day of March, 1982, said real estate located in Pratt County, Kansas, to wit:

The east 313 feet of Lot 39 of the Pratt Airport Industrial Park, containing 1.43 acres more or less.

The related obligation under the lease dated November 1, 1982 from the City of Pratt, Kansas, which issued industrial revenue bonds to acquire and renovate the facilities described above.

Copiers

Five copy machines located in Argent's Oklahoma City office and the related lease agreement dated August 31, 1988 with A.B. Dick Products of Oklahoma City, OK.

Arkla Settlement Agreements

Agreement number S-0001 dated September 3, 1985 with Arkla Energy Resources.

Partnership Agreements

Woods 1964 Joint Venture
Woods 1965 Joint Venture
Woods 1966 Joint Venture

Form [redacted]
July [redacted]

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN HERE
Receipt No. 816225
The following to be filled in by land office when new serial number is required:
New Serial No. .....

OFFICE STAMP

Office Evanston
Serial No. 017710 B
Date of Lease December 31, 1938

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

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

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

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

1. Lands requested by this assignment:	2. Lands approved by this assignment:
T.30 N., R. 113 W., 6th P. M. Sublette County, Wyoming Sec. 28: E½ 34: SE¼, N½SW¼, SE¼SW¼ 600.00 acres	231760 [illegible] ITEM 1 RECORDED Feb. 14 1959 3:50 P M IN BOOK 87 O&G PAGE 183 FEES 6.00 Mary L. Lunsford COUNTY CLERK SUBLETTE COUNTY CLERK By: Mary Riley

3. Interest of assignor in such lands 25% SUBJECT TO PRODUCTION PAYMENT(S)
4. Extent of such interest conveyed to assignee 100% of said 25% PER ATTACHED RIDER
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved of said 25% See rider attached (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:

Ida Wyatt B'Mgt 4-J

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

BELCO PETROLEUM CORPORATION

WITNESSES: ATTEST

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

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

(Name and address)

SEAL

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hase
(Signing officer)
Manager, Land Office
(Title)
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.

R I D E R

to assignment of Evanston 017710B dated SEP 28 1959

Twp. & Rge.	Sec.	Description	Total Acreage	% ORR
30 N., 113W.	28	$SE\frac{1}{4}$	160.00	$4\frac{1}{4}$
	28	$NE\frac{1}{4}$	160.00	6
	34	$SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$	280.00	$4\frac{1}{4}$
			600.00	

R I D E R

Evan. 017710 B

ASSIGNMENT OF LEASE

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

R I D E R

Evan 017710 B

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

ASSIGNMENT OF PARTIAL INTEREST IN OPERATING RIGHTS

WHEREAS, on the 5th day of November, 19 53, an Operating Agreement granting to Belco Petroleum Corporation, shallow operating rights as specified therein, was entered into by and between J. E. CHEEK and Belco Petroleum Corporation, ~~as owners of said leasehold~~ ~~hereinafter referred to as "Lessors"~~, with respect to the following described lands:

Federal Lease Evanston 025991

T. 29 N., R. 113 W., 6th P.M., Sublette County, Wyoming

Section 34: All

640.00 acres, more or less

SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

WHEREAS, by Amendment of Operating Agreement, entered into the 1st. day of September 1954, by and between General Petroleum Corporation and Belco Petroleum Corporation, wherein such shallow operating rights of Belco Petroleum Corporation were re-defined as being all rights from surface down to a point 1,500 feet above the top of the Frontier Formation, ~~a true copy of said Amendment of Operating Agreement being attached hereto and being made a part hereof~~.

WHEREAS, under date of February 3rd, 1955, Belco Petroleum Corporation did bargain, sell, transfer, assign and convey unto David C. Bintliff 25% of all of its rights, title and interest in and to said Operating Agreement and in and to said Amendment of Operating Agreement with respect to and only to the above described lands.

NOW, THEREFORE, in consideration of the sum 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, assign and convey unto BELCO PETROLEUM CORPORATION, one-hundred percent (100%) of all of his rights, title and interest in and to said Operating Agreement and in and to said Amendment of Operating Agreement, with respect to and only to the above described lands, and subject to all of the terms and conditions of the said Operating Agreement and Amendment of Operating Agreement.

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

WITNESS:

Gladys McCahill

David C. Bintliff
Bank of the Southwest Bldg., Houston
Texas

"ASSIGNOR"

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

On this ___ day of SEP 28 1959, 1959, before me personally appeared DAVID C. BINTLIFF 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 SEP 28 1959, 1959.

[illegible]
Notary Public

My Commission expires _____.

231780

RECORDED Jan. 16 1991 3:30 P M
IN BOOK 87 O&G PAGE 185
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Pixley

R I D E R

Evan. 025991

ASSIGNMENT OF LEASE

EC3

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

ASSIGNMENT OF PARTIAL INTEREST IN OPERATING RIGHTS

WHEREAS, on the 5th day of November, 19 53, an Operating Agreement granting to Belco Petroleum Corporation, shallow operating rights as specified therein, was entered into by and between J. E. CHEEK and Belco Petroleum Corporation, ~~a true copy of said agreement being attached hereto and being made a part hereof~~, with respect to the following described lands:

Federal Lease Evanston 025991

T. 29 N., R. 113 W., 6th P.M., Sublette County, Wyoming

Section 34: All

640.00 acres, more or less

SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

WHEREAS, by Amendment of Operating Agreement, entered into the 1st. day of September 1954, by and between General Petroleum Corporation and Belco Petroleum Corporation, wherein such shallow operating rights of Belco Petroleum Corporation were re-defined as being all rights from surface down to a point 1,500 feet above the top of the Frontier Formation, ~~a true copy of said Amendment of Operating Agreement being attached hereto and being made a part hereof~~.

WHEREAS, under date of February 3rd, 1955, Belco Petroleum Corporation did bargain, sell, transfer, assign and convey unto David C. Bintliff 25% of all of its rights, title and interest in and to said Operating Agreement and in and to said Amendment of Operating Agreement with respect to and only to the above described lands.

NOW, THEREFORE, in consideration of the sum 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, assign and convey unto BELCO PETROLEUM CORPORATION, one-hundred percent (100%) of all of his rights, title and interest in and to said Operating Agreement and in and to said Amendment of Operating Agreement, with respect to and only to the above described lands, and subject to all of the terms and conditions of the said Operating Agreement and Amendment of Operating Agreement.

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

WITNESS:

David C. Bintliff
Bank of the Southwest Bldg., Houston
Texas

"ASSIGNOR"

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

On this ____ day of SEP 28 1959, 1959, before me personally appeared DAVID C. BINTLIFF 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 SEP 28 1959, 1959.

Notary Public

My commission expires _____.

231781

RECORDED JAN. 16 1991 3:30 P M
IN BOOK 87 O&G PAGE 187
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

R I D E R

Evan. 025991

ASSIGNMENT OF LEASE

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

EC3

ASSIGNMENT OF PARTIAL INTEREST IN OPERATING RIGHTS

WHEREAS, on the 5th day of November, 19 53, an Operating Agreement granting to Belco Petroleum Corporation, shallow operating rights as specified therein, was entered into by and between J. E. CHKEK and Belco Petroleum Corporation, ~~a true copy of said agreement being attached hereto and~~ made a part hereof, with respect to the following described lands:

Federal Lease Evanston 025991

T. 29 N., R. 113 W., 6th P.M., Sublette County, Wyoming

Section 34: All.

540.00 acres, more or less

SUBJECT TO PRODUCTION PAYMENT(S)
PER ATTACHED RIDER

WHEREAS, by Amendment of Operating Agreement, entered into the 1st. day of September 1954, by and between General Petroleum Corporation and Belco Petroleum Corporation, wherein such shallow operating rights of Belco Petroleum Corporation were re-defined as being all rights from surface down to a point 1,500 feet above the top of the Frontier Formation, ~~a true copy of said Amendment of Operating Agreement being attached hereto and made a part hereof~~.

WHEREAS, under date of February 3rd, 1955, Belco Petroleum Corporation did bargain, sell, transfer, assign and convey unto David C. Bintliff 25% of all of its rights, title and interest in and to said Operating Agreement and in and to said Amendment of Operating Agreement with respect to and only to the above described lands.

NOW, THEREFORE, in consideration of the sum 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, assign and convey unto BELCO PETROLEUM CORPORATION, one-hundred percent (100%) of all of his rights, title and interest in and to said Operating Agreement and in and to said Amendment of Operating Agreement, with respect to and only to the above described lands, and subject to all of the terms and conditions of the said Operating Agreement and Amendment of Operating Agreement.

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

WITNESS:

Gladys Ha Ellwise

David C. Bintliff
Bank of the Southwest Bldg., Houston
Texas

"ASSIGNOR"

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

On this ____ day of SEP 28 1959, 1959, before me personally appeared DAVID C. BINTLIFF 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 SEP 28 1959, 1959.

(SEAL)

M
ew York
3
ounty
960

Notary Public

My commission expires _____.

231782

RECORDED Jan. 16 19 91 3:30 P M
IN BOOK 87 of G PAGE 189
FEES $ 6.00 Mary L. Lanford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mae Riley

189

R I D E R

Evan. 025991
ASSIGNMENT OF LEASE

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

EC

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:

..... (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.

IN THE MATTER OF U. S. OIL AND GAS LEASE
BEARING SERIAL NO. Evanston 025991
COVERING THE HEREINAFTER DESCRIBED LANDS IN
THE COUNTY OF Sublette
STATE OF Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of April 1, 52, the United States of America issued that certain U. S. Oil and Gas Lease Serial No. Evanston 025991, affecting certain lands in the County of Sublette, State of Wyoming described as follows:

T 29 N, R11W, 6th P.M.

Section 34: All

640 acres, more or less

and,

WHEREAS, BELCO PETROLEUM CORPORATION and DAVID C. BINTLIFF are the present owner and holder of operating rights down to 1500 feet above top of Frontier Formation for said Oil and Gas Lease [illegible].

NOW, THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, BELCO PETROLEUM CORPORATION and DAVID C. BINTLIFF do hereby set over, transfer and assign unto CLARENCE I. JUSTHEIM, subject to the approval of the Secretary of the Interior, an undivided one-half (½) % 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, down to 1500 feet above the top of the Frontier Formation.

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this 22nd day of August, 1956.

DAVID C. BINTLIFF

BELCO PETROLEUM CORPORATION

[signature], President

ATTEST:

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF SUBLETTE } ss.

On this 22nd day of August, 1956, before me personally appeared DAVID C. BINTLIFF to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In witness my hand and seal this 22nd day of August, 1956

231783

RECORDED Jan. 16, 1991 3:30 PM
IN BOOK 87 O&G PAGE 191
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jan Riley

Grace G. Turner
Notary Public

My commission expires June 1, 1956

191

STATE OF NEW YORK)
: ss
COUNTY OF NEW YORK)

On this 28th day of August, 1956, before me appeared A. B. BELFER, to me personally known, who being by me duly sworn did say: That he is the President 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 acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 28th day of August, 1956.

Notary Public

My commission expires:

March 30, 1958 - Notary Public - State of New York
#24-8410900

IN THE MATTER OF U. S. OIL AND GAS LEASE)
BEARING SERIAL NO. Evanston 025991) ASSIGNMENT OF
COVERING THE HEREINAFTER DESCRIBED LANDS IN) OVERRIDING
THE COUNTY OF Sublette) ROYALTY INTEREST
STATE OF Wyoming)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, under date of April 1, 19 52, the United States of America issued that certain U. S. Oil and Gas Lease bearing Serial No. Evanston 025991, affecting certain lands in the County of Sublette, State of Wyoming, described as follows:

T 29 N, R113W, 6th P.M.

Section 3: All

640.00 acres, more or less

and,

WHEREAS, BELCO PETROLEUM CORPORATION and DAVID C. BINTLIFF are the present owner and holder of operating rights down to 1500 feet above top of Frontier Formation for said Oil and Gas Lease

NOW, THEREFORE, in consideration of the sum of $ 10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, BELCO PETROLEUM CORPORATION and DAVID C. BINTLIFF do hereby set over, transfer and assign unto J. R. MORGAN, SR., subject to the approval of the Secretary of the Interior, an undivided one-half (½) % 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, down to 1500 feet above the top of the Frontier Formation.

This Assignment shall inure to and bind the parties hereto, their heirs, successors, administrators, executors and assigns.

IN WITNESS WHEREOF, this Assignment of Overriding Royalty Interest has been executed this 22nd day of August, 1956.

DAVID C. BINTLIFF

BELCO PETROLEUM CORPORATION
A. J. Selfe, President
ATTEST

ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF SUBLETTE) ss.

On this 22nd day of August, 1956, before me personally appeared David C. Bintliff to me known to be the person (s) 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 22nd day of August, 1956

Grace L. Laurence
Notary Public

My commission expires June 1, 1958.

231784

RECORDED Feb 16 1991 3:30 P M
IN BOOK 87 O&G PAGE 193
FEES 6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

STATE OF NE . YORK)
: ss
COUNTY OF NEW YORK)

On this 28th day of August, 1956, before me appeared A. B. BELFER, to me personally known, who being by me duly sworn did say: That he is the President 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 acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 28th day of August, 1956.

Philip Port
Notary Public

My commission expires:

March 30, 1958 - Notary Public - State of New York
#24-8410903

224

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

Lease Serial No.
W-36422

Lease Effective Date
(Anniversary Date)
October 1, 1972

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.

Type or print plainly in ink and sign in ink.

COPY

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

Presidio Exploration, Inc.
5613 OTC Parkway, Suite 750
Englewood, CO 80111

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 22: N/2 Section 23: All Section 25: W/2SE/4 Section 26: All Sublette County, Wyoming	0.23352%	0.23352%	-0-	-0-	2%

231836

RECORDED Jan 22 19 91 3:45 P M
IN BOOK 87 O&G PAGE 195
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

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

(Title)

(Date)

(Authorized Officer)

195

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 29th day of Nov, 19 90

Name of Assignor as shown on current lease ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Assignor L. Clark Kiser
or (Signature)
Attorney-in-fact L. Clark Kiser, President
(Signature)

401 South Wilcox Street
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of January, 19 91

Assignee PRESIDIO EXPLORATION, INC.

BY
or (Signature)
Attorney-in-fact BRADLEY M. COLBY, Attorney in Fact
(Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE: [illegible]

ACKNOWLEDGEMENT (For use by Indivi

COPY

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19 ___, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado)
) ss.
County of Douglas)

On this 29th day of November, 1990, before me personally appeared L. Clark Kiser, to me personally known, who, being by me duly sworn, did say that he is the President of ROCKY MOUNTAIN OILFINDERS, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said L. Clark Kiser acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of November, 1990.

Karen A. Stenton
Notary Public

My Commission expires: September 11, 1992

198

22A

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.

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)

W-36422

Type or print plainly in ink and sign in i

COPY

PART A: TRANSFER

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

Presidio Exploration, Inc.
5613 OTC Parkway, Suite 750
Englewood, CO 80111

*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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TRACT ONE: Township 27 North, Range 111 West, 6th P.M. Section 23: All Section 26: All Limited in depth from 5,500' down to the stratigraphic equivalent of 11,750' as encountered in the Federal 30-23 well located in the SW/4 of Section 23, T27N-R111W	0.23352%	0.23352%	-0-	-0-	2%
TRACT TWO: Township 27 North, Range 111 West, 6th P.M. Section 22: NE/4 Section 25: W/2SE/4 To all depths	0.23352%	0.23352%	-0-	-0-	2%

231837
RECORDED Jan. 22 1991 3:45 PM
IN BOOK 87 OIG PAGE 198
FEES 8.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Joan Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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.

a	b	c	d	e	f
	0.38076%	0.38076%	-0-	-0-	2%

TRACT THREE:
Township 27 North, Range 111 West, 6th P.M.
Section 22: NW/4

Limited in depth from the surface of the ground down to the stratigraphic equivalent of 11,044' as encountered in the True Federal 10-22 well located in the NW/4 of Section 22, T27N-R111W

	0.23352%	0.23352%	-0-	-0-	2%

TRACT FOUR:
Township 27 North, Range 111 West, 6th P.M.
Section 22: NW/4

Below the stratigraphic equivalent of 10,044' as encountered in the True Federal 10-22 well located in the NW/4 of Section 22, T27N-R111W

All the above described lands are located in Sublette County, Wyoming.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located, (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 29th day of April, 19 90

Name of Transferor ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor _____
(Signature)

or

Attorney-in-fact L. Clark Kiser, President
(Signature)

401 South Wilcox Street
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of January, 19 91

Transferee PRESIDIO EXPLORATION, INC.

BY _____
(Signature)

or

Attorney-in-fact BRADLEY M. COLBY, 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.

COPY

ACKNOWLEDGEMENT (For use by Indivi

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19 ___, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado)
) ss.
County of Douglas)

On this 29th day of November, 1990, before me personally appeared L. Clark Kiser, to me personally known, who, being by me duly sworn, did say that he is the President of ROCKY MOUNTAIN OILFINDERS, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said L. Clark Kiser acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of November, 1990.

Karen A. Stanton
Notary Public

My Commission expires: September 11, 1992

NOTARY PUBLIC STATE OF COLORADO

22

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-35399

Lease Effective Date
(Anniversary Date)
July 1, 1972

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Presidio Exploration, Inc.
5613 OTC Parkway, Suite 750
Englewood, CO 80111

COPY

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 15: N/2 Sublette County, Wyoming	0.3892%	0.3892%	-0-	-0-	7%

231838

RECORDED Jan. 22 AT 9 3:45 P M
IN BOOK 87 O&G PAGE 201
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

(Authorized Officer) (Title) (Date)

201

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 29th day of January, 1990

Name of Assignor as shown on current lease: ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Assignor (Signature)

or

********** L. Clark Kiser, President
(Signature)

401 South Wilcox Street
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of January, 1991

PRESIDIO EXPLORATION, INC.

Assignee BY (Signature)

or

Attorney-in-fact BRADLEY M. COLBY, Attorney in Fact
(Signature)

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

[redacted] [redacted] [redacted]

COPY

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19 ____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado)
) ss.
County of Douglas)

On this 29th day of November, 1990, before me personally appeared L. Clark Kiser, to me personally known, who, being by me duly sworn, did say that he is the President of ROCKY MOUNTAIN OILFINDERS, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said L. Clark Kiser acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of November, 1990.

Karen A. Stanton
Notary Public

My Commission expires: September 11, 1992

NOTARY PUBLIC

204

22

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

W-54136

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)

COPY

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Presidio Exploration, Inc.
5613 OTC Parkway, suite 750
Englewood, CO 80111

*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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TRACT ONE: Township 27 North, Range 111 West, 6th P.M. Section 14: All Section 15: SE/4	0.23352%	0.23352%	-0-	-0-	7%
TRACT TWO: Township 27 North, Ragne 111 West, 6th P.M. Section 15: SW/4	0.3892%	0.3892%	-0-	-0-	12.25%
All of the above described acreage is located in Sublette County, Wyoming, and is limited in depth from the surface of the earth down to the stratigraphic equivalent of 11,694' as encountered in the Federal 30-15 well located in the SW/4 of Section 15, T27N-R111W					

231839

RECORDED Jan. 22 1991 3:45 P M
IN BOOK 87 OG PAGE 204
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 29th day of January, 19 90

Name of Transferor ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor _____
(Signature)

or

Attorney-in-fact L. Clark Kiser, President
(Signature)

401 South Wilcox Street
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of January, 19 91

Transferee PRESIDIO EXPLORATION, INC.

BY _____
(Signature)

or

Attorney-in-fact BRADLEY M. COLBY, 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

COPY

ACKNOWLEDGEMENT (For use by Indiv[illegible])

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19 ____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19____.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado)
) ss.
County of Douglas)

On this 29th day of November, 1990, before me personally appeared L. Clark Kiser, to me personally known, who, being by me duly sworn, did say that he is the President of ROCKY MOUNTAIN OILFINDERS, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said L. Clark Kiser acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 29th day of November, 1990.

Karen A. Stanton
Notary Public

My Commission expires: September 11, 1992

NOTARY PUBLIC

Form D939

Quit Claim Deed

THIS DEED, Made this 28th day of December , 1990 ,

between James D. Hanegan, as Personal Representative of the Estate of Fred M. Manning, Jr., deceased

of the County of Denver and state of Colorado, of the first part, and

Manning Oil Partners, a Colorado General Partnership 370 - 17th Street, Suite 3650, Denver, Colorado 80202

of the County of Denver and state of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten and More ($10.00 & More) DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot or parcel of land situate, lying and being in the County of Sublette and State of Wyoming , to-wit:

TOWNSHIP 33 NORTH, RANGE 109 WEST, 6th P.M.
Section 34: W½E½, E½W½

TOWNSHIP 32 NORTH, RANGE 109 WEST, 6th P.M.
Section 4: Lots 8, 9, 10, 15, 16
Section 9: All
Section 15: W½
Section 21: NE¼
Section 22: N½

TOWNSHIP 31 NORTH, RANGE 108 WEST, 6th P.M.
Section 29: E½
Section 32: E½
Section 33: W½

TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M.
Section 3: SW¼
Section 4: Lots 1, 2, 3, 4, S½N½, S½
Section 9: N½
Section 10: NW¼

231878

RECORDED Jan. 25 1991 3:00 P M
IN BOOK 87 O.G PAGE 207
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: mae Riley

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal on the day and year first above written.

Signed, Sealed and Delivered in the Presence of

.....

.....

X James D. Hanegan [SEAL]
James D. Hanegan, as Personal Representative of the Estate of [SEAL]
Fred M. Manning, Jr., deceased
.....[SEAL]

.....[SEAL]

STATE OF COLORADO,
County of De. } ss.

The foregoing instrument was acknowledged before me this day of 19 , by*

My commission expires , 19 . Witness my hand and official seal.

.....
Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description, as if officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—*Statutory Acknowledgment, Session 1927.*

207

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

208

STATE OF COLORADO }
COUNTY OF DENVER } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28th day of December, 19 90, personally appeared James D. Hanegan, as Personal Representative of the Estate of Fred M. Manning, Jr., deceased

and

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

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

My Commission Expires June 23, 1993

Ruth Ruzicka
Notary Public.
370 - 17th Street, Suite 3650
Denver, Colorado 80202

STATE OF }
COUNTY OF } ss.

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

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

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No
FROM
TO
Dated, 19
No. Acres
County,
Term
This instrument was filed for record on the
day of, 19, a
o'clock M., and duly recorded in
Volume Page
of the records of this office.
County Clerk.
By
Deputy.
When recorded return to
Manning Oil Partners
370 - 17th Street, Suite 3650
Denver, Colorado 80202

JDM rev [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)(

1. That JD MINERALS 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 JEH INTERESTS, Post Office Box 1747, 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 its successors and assigns, forever, subject to the matters stated below * of my interest in and to all oil, gas, and other minerals in, on, and under, and that may be produced from, the following lands (the "Lands") including 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) situated in the County of Sublette State of Wyoming, to-wit:

* The interest conveyed herein is 7.5% of the amount conveyed to JD MINERALS in Royalty Conveyances more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

together with the rights of ingress and egress at all times for the purposes 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 portions 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 other 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 a unit which includes all or any part of said lands, or is maintained in full force and effect by production from said lands from a pool or a 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 lessor while there is located on the lease or lands pooled or unitized therewith a well capable of producing gas or oil, but shut in for lack of market or any other reason, or is drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said lands, 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 of 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 cancelled or forfeited, nor of participating in the bonus of bonuses which Grantor shall receive for any future lease, nor or 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 or 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, an 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 such prior production, and all of Grantor's future interests 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. The effective date of this conveyance as it pertains to production runs shall be first production. This conveyance covers and includes oil and gas royalty from the surface of the earth down to all depths feet below the surface of the earth.

231899

RECORDED Nov. 29 AD 91 2:20 PM
IN BOOK 87 C+C. PAGE 209
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
209 by Bethany & Walker

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 18th **day of** January **19** 91

JD MINERALS, By: James H. Davis

***

EXHIBIT "A"

The lands described in the following Royalty Conveyances are know as 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.

1) Royalty Conveyance dated September 18, 1990, from Clara M. Boyd, Ind. Exectx of the Estate of Alex Boyd to JD MINERALS recorded in Book 87, Page 60, Oil & Gas Records of Sublette County, Wyoming.

2) Royalty Conveyance dated September 18, 1990, from Melba D. Boyd to JD MINERALS recorded in Book 87, Page 76, Oil & Gas Records of Sublette County, Wyoming.

3) Royalty Conveyance dated September 24, 1990, from Robert Earl Copper to JD MINERALS recorded in Book 86, Page 759, Oil & Gas Records of Sublette County, Wyoming.

4) Royalty Conveyance dated September 24, 1990, from Robert Earl Cooper, Guardian of the Estate of Patricia Marie Cooper to JD MINERALS recorded in Book 86, Page 757, Oil & Gas Records of Sublette County, Wyoming.

5) Royalty Conveyance dated September 26, 1990 from Corine Kay Dey to JD MINERALS recorded in Book 86, Page 755, Oil & Gas Records of Sublette County, Wyoming.

6) Royalty Conveyance dated September 27, 1990, from Effie B. Whitaker to JD MINERALS recorded in Book 86, Page 763, Oil & Gas Records of Sublette County, Wyoming.

7) Royalty Conveyance dated September 28, 1990 from Chelton A. Boyd Jr. to JD MINERALS recorded in Book 87, Page 53, Oil & Gas Records of Sublette County, Wyoming.

8) Royalty Conveyance dated October 16, 1990 from Susan Donnell Cowdin to JD MINERALS recorded in Book 87, Page 1, Oil & Gas Records of Sublette County, Wyoming.

9) Royalty Conveyance dated October 16, 1990 from Susan Donnell Cowdin Guardian of the Estate of Traci Dawn Cowdin to JD MINERALS recorded in Book 87, Page 3, Oil & Gas Records of Sublette County, Wyoming.

10) Royalty Conveyance dated October 16, 1990 from Susan Donnell Cowdin Guardian of the Estate of Stephanie Lael Cowdin to JD MINERALS recorded in Book 87, Page 5, Oil & Gas Records of Sublette County, Wyoming.

11) Royalty Conveyance dated September 29, 1990 from Marie Hunzicker to JD MINERALS recorded in Book 86, Page 761, Oil & Gas Records of Sublette County, Wyoming.

Attached to and made a part of Royalty Conveyance from JD MINERALS to JEH INTERESTS.

JDM rev.(1/90)

212

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE)(

1. That JD MINERALS 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 JEH INTERESTS, Post Office Box 1747, 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 its successors and assigns, forever, subject to the matters stated below * of my interest in and to all oil, gas, and other minerals in, on, and under, and that may be produced from, the following lands (the "Lands") including 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) situated in the County of Sublette State of Wyoming, to-wit:

* The interest conveyed herein is 7.5% of the amount conveyed to JD MINERALS in Royalty Conveyances more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

together with the rights of ingress and egress at all times for the purposes 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 portions 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 other 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 a unit which includes all or any part of said lands, or is maintained in full force and effect by production from said lands from a pool or a 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 lessor while there is located on the lease or lands pooled or unitized therewith a well capable of producing gas or oil, but shut in for lack of market or any other reason, or is drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said lands, 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 of 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 cancelled or forfeited, nor of participating in the bonus of bonuses which Grantor shall receive for any future lease, nor or 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 or 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, an 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 such prior production, and all of Grantor's future interests 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. The effective date of this conveyance as it pertains to production runs shall be first production. This conveyance covers and includes oil and gas royalty from the surface of the earth down to all depths ~~face~~ below the surface of the earth.

RECORDED Jan 29 '91 2:20 P M
IN BOOK 87 C+A PAGE 212
FEES $ E.C. Mary L Lankford COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE, WYOMING [redacted]

231900

[redacted]

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 upto 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 18th

day of January 19 91

JD MINERALS, By:

James H. Davis

****

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF ANDERSON

This instrument was acknowledged before me on January 18, 19 91 by James H. Davis d/b/a/ JD MINERALS

NOTARY SIGN HERE:

Irma Santos
Notary Public, State of Texas
Notary's name printed below:
Irma Santos

My commission expires: 04-30-94

IRMA SANTOS NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-30-94

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321

EXHIBIT "A"

The lands described in the following Royalty Conveyances are known as all that certain tract or parcel of land out of the Township 28 North, Range 113 West, 6th P.M., Section 27: Resurvey Tract 48, and contain 160.00 acres of land, more or less, Sublette County, Wyoming.

1) Royalty Conveyance dated July 17, 1990, from Louise Cullimore to JD MINERALS recorded in Book 86, Page 557, Oil & Gas Records of Sublette County, Wyoming.

2) Royalty Conveyance dated July 30, 1990, from Walter C. Yose, Jr. to JD MINERALS recorded in Book 86, Page 586, Oil & Gas Records of Sublette County, Wyoming.

Attached to and made a part of Royalty Conveyance from JD MINERALS to JEH INTERESTS.

COD432 003
M 31, Twp
Sec 34

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Wyoming Petroleum Corporation, a Wyoming Corporation, whose address is 209 Kearns Oil Building, Salt Lake City, Utah, 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 Northern Pump Company, a Minnesota Corporation, hereinafter for convenience designated "Assignee", the receipt of which is hereby confessed and acknowledged does hereby grant, bargain, sell, convey, transfer and set over and assign to said Assignee, the following described oil and gas lease, to-wit:

Oil and Gas Lease dated December 31, 1938 bearing serial number Evanston 017710 between United States of America, as Lessor, and Fred R. Marshall, as Lessee, insofar and only insofar as said lease covers the following described lands:

Township 30 North, Range 113 West

Section 28: E½
Section 34: SE¼, N½SW¼, SE¼SW¼

containing 600 acres, more or less

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, Assignee's successors and assigns forever.

I. Warranties - Assignor represents and warrants to Assignee that, except as hereinbelow in this paragraph specifically set out, Assignor is the only party owning or claiming any interest in said above described lease and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease or any right, title or interest therein, and that Assignor has full power, right and authority to execute the assignment, and to convey said above described lease and 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:

This Assignment is given subject to the following overriding royalty interests:

A. Overriding royalty of one percent (1%) of all gas produced from the above described lands and overriding royalty of one percent (1%) of all oil produced from the SE¼ of Section 28, Township 30 North, Range 113 West, in favor of Fred R. Marshall as evidenced by an Assignment dated September 4, 1942, from Wyoming Petroleum Corporation to Fred R. Marshall and recorded in the records of Sublette County, Wyoming in Book 9 Misc., page 184.

231944

RECORDED Feb. 1 19 91 12:2[illegible] M
IN BOOK 87 O&G PAGE 215
FEES $6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 6 1991
BUREAU OF LAND MANAGEMENT

215

B. Overriding royalty of three tenths of one percent (3/10ths of 1%) on all production from the NE¼ Section 28 and the S½ of Section 34, Township 30, North, Range 113 West, in favor of Fred R. Marshall, as evidenced by an Assignment dated October 7, 1943, from Wyoming Petroleum Corporation to Fred R. Marshall and recorded in the records of Sublette County, Wyoming in Book 9 Misc., page 185.

C. Overriding royalty of one percent (1%) of all production from the W½SE¼ and SE¼SE¼ Section 34, Township 30 North, Range 113 West, and overriding royalty of one-half of one percent (1/2 of 1%) of all production from the NE¼ and the NE¼SE¼ Section 28, Township 30, Range 113 West in favor of U-Tex Oil Company, a Utah corporation, as evidenced by an Assignemtn dated April 30, 1953 from Wyoming Petroleum Corporation to U-Tex Oil Company.

II. Surrender. - It is specifically understood and agreed that Assignee reserves and shall have the right to release and surrender said above described lease, either in whole or in part, at any time and from time to time, without giving any notice thereof to, or obtaining any consent or approval from, Assignor or Assignor's successors in interest.

EXECUTED this 5th day of May, 1953.

ATTEST:

Kathryn C. Bradford
Secretary

WYOMING PETROLEUM CORPORATION

By C. I. Justheim
President (Assignor)

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

On this 8th day of May, 1953, before me C. I. Justheim appeared to me personally known, who being by me duly sworn did say: That he is the President of WYOMING 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 C. I. Justheim acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 8th day of May 1953.

Notary Public

My Commission expires; June 28, 1954

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

JAN 6 1991

BUREAU OF LAND MANAGEMENT

Assignment Approved:
MAR 26 1954
T. E. Hoffman
Chief, Division of Minerals

0050432-000

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Northern Pump Company, a Minnesota corporation, whose address is Columbia Heights Branch P.O., Minneapolis 21, Minnesota, 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 J. E. Morgan and C. I. Justheim, whose post office address is Suite 209 Wasatch Oil Building, Salt Lake City, Utah, hereinafter for convenience designated "Assignees", the receipt of which is hereby confessed and acknowledged does hereby grant, bargain, sell, convey, transfer and set over and assign to said Assignees, all of Assignor's right, title and interest in and to the following described oil and gas lease, to-wit:

> Oil and Gas Lease dated December 31, 1938 bearing serial number Evanston 017710 between United States of America, as Lessor, and Fred B. Marshall, as Lessee, insofar and only insofar as said lease covers the following described lands:
>
> Township 30 North, Range 113 West 6th P.M. Wyoming
>
> Section 2 : E½
> Section 34: SE¼, E½SW¼, SE¼SW¼
>
> containing 640 acres, more or less

This assignment is given subject to the following overriding royalty interests:

> A. Overriding royalty of one percent (1%) of all gas produced from the above described lands and overriding royalty of one percent (1%) of all oil produced from the SE¼ of Section 2, Township 30 North, Range 113 West, in favor of Fred B. Marshall as evidenced by an Assignment dated September 4, 1942 from Wyoming Petroleum Corporation to Fred B. Marshall and recorded in the records of Sublette County, Wyoming in Book 9 Misc., page 184.
>
> B. Overriding royalty of three tenths of one percent (3/10ths of 1%) on all production from the W½ Section 2 and the E½ of Section 34, Township 30 North, Range 113 West, in favor of Fred B. Marshall, as evidenced by an Assignment dated October 7, 1943 from Wyoming Petroleum Corporation to Fred B. Marshall and recorded in the records of Sublette County, Wyoming in Book 9 Misc., page 195.
>
> C. Overriding royalty of one percent (1%) of all production from the W½SE¼ and SE¼SE¼ Section 34, Township 30 North, Range 113 West, and overriding royalty of one-half of one percent (1/2 of 1%) of all production from the W½ and the N½SE¼ Section 28, Township 30 North, Range 113 West in favor of U-Tex Oil Company, a Utah corporation, as evidenced by an assignment dated April 30, 1953 from Wyoming Petroleum Corporation to U-Tex Oil Company.

231945

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

JAN 6 1991

BUREAU OF LAND MANAGEMENT

RECORDED Feb. 1 19 91 1:20 P.M.
IN BOOK 87 O&G PAGE 217
FEES $6.00 Mary L. Lankford SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

This Assignment is made without warranty of any kind.

To have and to hold the interest herein transferred and assigned unto Assignees, their heirs and assigns.

EXECUTED this 3rd day of June, 1954.

ATTEST:

Wheeler Smith,
Assistant Secretary

NORTHERN PUMP COMPANY

By G. S. Davidson, (Assignor)
Vice President

STATE OF MINNESOTA)
) SS:
COUNTY OF ANOKA)

On this 24th day of June, 1954, before me, a Notary Public residing in and for Hennepin County, said State, appeared G. S. DAVIDSON, to me personally known, who, being by me duly sworn, did say that he is the Vice President of NORTHERN PUMP COMPANY, a Minnesota 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 G. S. Davidson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and official seal the day and year first herein written. My commission expires _____.

LAILA R. DIETSTH
Notary Public, Hennepin County, Minn.
My Commission Expires Sept. 3, 1955.

Assignment Approved:
JUN 21 1954
Michael Green
Chief, Branch of Leasing
Division of Minerals

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

JAN 6 1991

BUREAU OF LAND MANAGEMENT

Facsimile reproduction

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Receipt No. [illegible]

The following to be filled in by land office when new serial number is required:

New Serial No. .....

005170-22

Office Wyoming
Serial No. 031992
Date of Lease February 1, 1950

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

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

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

231946

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

1. Lands requested by this assignment:
T. 29N., R. 113 W. 6th P. M.
Sublette County, Wyoming

Sec. 22: E½
26: N½N½
27: N½NE¼

560.00 acres

2 Lands approved by this assignment:

SAME LAND DESCRIPTION AS ITEM 1

RECORDED Feb. 1 1991 1:02 P M
IN BOOK 87 of G PAGE 219
FEES 8.00 Mary L. Lunford COUNTY CLERK
SUBLETTE COUNTY CLERK
By mary Riley

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

3. Interest of assignor in such lands 25%
4. Extent of such interest conveyed to assignee 100% of said 25%
5. Overriding royalty reserved herein to assignor none
(See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved [redacted] - see rider attached
(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 4-1173 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:

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

"This form is submitted in lieu of official Form 4-1173 and contains all of the provisions thereof as of the date of filing of this request

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

WITNESS: ATTEST
[signature]
(Name and address)
John P. Dietzel, Assistant Secretary
(Name and address)

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

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA
By [signature] (Signing officer)
Cecil E. Rose
Manager, Land Office
Box 929, Cheyenne, Wyoming

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 10 1991
[signature]
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.

214

RIDER

to assignment dated SEP 28 1959, re lease Wyoming 031992

Twp. & Rge	Sec.	Description	Total Acreage	% ORR
29 N., 113 W.,	22	NE¼	160.00	5½
		SE¼	160.00	3
	26	N½N½	160.00	3½
	27	N½NE¼	80.00	3
			560.00	

DCH

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

JAN 10 1991
Ledell-d Kwiatkowski
BUREAU OF LAND MANAGEMENT

330

R I D E R

ASSIGNMENT OF LEASE Wyoming 031992

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

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

SUBJECT TO a first and prior lien previously granted to El Paso Natural Gas Company by Belco Petroleum Corporation and David C. Bintliff, now of record, covering the below described portion of the subject lease:

T. 29N., R. 113W.
Sec. 22: $S\frac{1}{2}SE\frac{1}{4}$
27: $N\frac{1}{2}NE\frac{1}{4}$

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

JAN 10 1991
BUREAU OF LAND MANAGEMENT

222

(July 1951) With acreage chang 46,080

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 279091
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. 031992
Date of Lease February 1, 1950

OFFICE STAMP

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to .....
(Name and address)
DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas
the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

T. 29 N., R. 113 W., 6th. P. M., Sublette County, Wyoming

Section 22: E½
26: N½ N½
27: N½ NE¼

560.00 acres, more or less
subject to production payments
per attached rider.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved ..... see attached rider,
(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 7th, day of March 1955.

WITNESSES: ATTEST:

A. M. Walter

A. M. Walter, Assistant Secretary

Belco Petroleum Corp.
A. J. Zelfer
A. B. Belfer (Assignor's signature) President
42 Broadway, New York 4, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this 9th, day of March 1955

WITNESSES:

Ellie Deshon, Houston, Texas
(Name and address)
Dorothy Layton, Houston, Texas
(Name and address)

David C. Bintliff
David C. Bintliff
(Assignee's signature)
812 Rusk Ave., Houston, Texas
(Address)

Assignment approved effective APR 1 - 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Manager, Land Office
(Title)

231947

RECORDED Feb 1 1950 at 8:30 A.M.
IN BOOK 87 on page 222
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lee Bailey

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 10 1991
Cathy L. Kawalski
BUREAU OF LAND MANAGEMENT

R I D E R

for assignment dated March 7, 1955
re: Wyoming 031992

Twp. & Rge.	Sec.	Description	Total Acreage	% ORR
29 N., 113 W.	22	NE¼	160.00	5½
		SE¼	160.00	3
	26	N½ N½	160.00	3¾
	27	N½ NE¼	80.00	3
			560.00	

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 10 1991
BUREAU OF LAND MANAGEMENT

223

R I D E R

Assignment dated - March 7, 1955

Re: Wyoming 031992

SUBJECT TO a proportionate part of a Production Payment in the original sum of $1,500,000.00 primary amount, plus a secondary amount equal to five percent (5%) per annum on the outstanding balances of the primary amount from time to time remaining unpaid, previously granted to David C. Bintliff, on February 25, 1954, payable out of fifty percent (50%) of seven eighths (7/8) of all oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands.

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

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

JAN 10 1991
Adelle L Kawalski
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF OIL AND GAS LEASES
WITHOUT WARRANTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, MRI Associates, Inc., an Oklahoma Corporation, 1 West 3rd Street, Suite 700, Tulsa, Oklahoma 74103, hereinafter referred to "Assignor," for and in consideration of one dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer and sell unto:

Manning Investments, Inc.
One West Third Street, Suite 700
Tulsa, Oklahoma 74103

Assignee, all of Assignor's right, title and interest in and to the oil and gas lease(s) covering the property described in Exhibit "A" attached hereto and incorporated by reference, together with all improvements thereon and hereditaments and appurtenances thereunto belonging.

Assignor further sells, assigns and transfers all personal property and equipment whether movable or as fixtures, used in the production, storage and sales of oil and gas from the lease(s) without warranty or guarantee, express or implied, and in "as is," "where is" condition.

By this instrument, Assignor intends to sell, assign and transfer all of Assignor's right, title and interest in such oil and gas lease(s) more fully described and set out in Exhibit "A" which may include one or more pages, attached hereto and incorporated by reference, including Assignor's interest in personal property, equipment and well(s) thereon. This being the same interest acquired from Federal Deposit Insurance Corporation, in Book 783, Page 83, of the official records of Graham County, Texas.

Assignor further does hereby assign, transfer and sell to Assignee all all of Assignor's right, title and interest, if any, in and to all operating agreements, purchase, exchange or processing contracts and agreements, oil, casinghead gas, and gas purchase contracts, and all other contracts, agreements and instruments which relate to any of the leases or properties described in Exhibit "A," including, but not limited to, all rights and causes of action associated with the contracts and interest assigned.

Assignor also does hereby assign, transfer and sell to Assignee all of Assignor's right, title and interest to any underproduction, if any, associated with the leases and properties described in Exhibit "A."

Effective for production purposes as of 7:00 A.M., Central Standard Time, December 31, 1990.

Executed this 31st day of December, 1990.

MRI ASSOCIATES, INC.
an Oklahoma Corporation

By _____
President

231973

RECORDED Feb. 6 19 91 2:20 PM
IN BOOK 87 O&G PAGE 225
FEES $6.00 Mary L. Lockhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mary Riley

776

EXHIBIT "A"

The assignor assigns all of its interest in the following:

Township 27 North, Range 112 West

Section 18: S/2 NE/4, insofar and only insofar as it covers the Frontier formation as found from 6,896' to 7,300' in the Green River Bend Unit 60-17 well located in the SE/4 SW/4 of Section 17-27N-112W, SUBLETTE CO, WY.

This includes the assignors interest in the lease and equipment relative to the Red Hill 1-18, operated by Enron Corporation.

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.
EV-025440

Lease Effective Date
(Anniversary Date)
03-01-50

New Serial No.

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 7: E2 Section 18: E2 Containing 640.00 acres, more or less, in Sublette County, Wyoming 231974 RECORDED Feb. 6 IN 91 3:00 PM IN BOOK 87 O+G PAGE 227 FEES $8.00 Mary L. Lankford COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By: Mary Riley	100%	100%	0%	0%	3%

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective OCT 01 1990

☐ Assignment approved for attached land description

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

/S/ PAMELA J. LEWIS
By _____
(Authorized Officer)

ACTING CHIEF, BRANCH OF FLUID MINERALS
(Title)

JAN 16 1991
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 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.

AD 0050283-000

227

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.

PLEASE RETURN TO:

ENRON OIL & GAS COMPANY
P. O. BOX 1188
HOUSTON, TX 77251-1188

ATTN: LAND ADMINISTRATION

#9

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 300,000 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 of 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.

4. 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 reserved 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, 1990 effective July 29, 1983.

Name of Assignor as shown on current lease: BELCO PETROLEUM CORPORATION

Assignor or Attorney-in-fact: R. J. Hermann (Signature)

Robert J. Hermann, Vice President-Tax (Please type or print)

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

Houston, TX 77251 (City) (State) (Zip Code)

Executed this 18th day of May, 1990 but effective July 29, 1983.

Assignee or Attorney-in-fact: Quincy T. Hinton, Jr. (Signature)

ENRON OIL & GAS (SUCCESSOR IN INTEREST THRU MERGER WITH BELCO DEVELOPMENT CORP.)

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.

[redacted] [redacted] [redacted]

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 and 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

230

Lot 95-

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

231983

STATE OF Wyoming
COUNTY OF Sublette

RECORDED Feb. 7 19 91 2:30 P M
IN BOOK 87 O&G PAGE 230
FEES $/C.C. Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nora 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 Jordan R. Smith, 6200 South Syracuse Way, Suite 445, Englewood, Colorado 80111, (hereinafter referred to as Assignor), and Presidio Exploration, Inc., 5613 DTC Parkway, Suite 800, Englewood, CO 80111-3035 (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:

_____
Secretary

By: _____
Bradley M. Colby
Title: Attorney-in-Fact

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 COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 29th day of January, 1993, by Bradley M. Colby.

My commission expires: 3.2.93.

Notary Public Gaylene McCreery
Address: 5613 DTC Parkway, Suite 800
Englewood, CO 80111-3035

EXHIBIT "A"

Federal Lease 10-1
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 1: Lots 3,4, S½ NW¼

Containing 160.18 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.

234

Lot 101

**CORRECTED AS TO EXHIBIT "A" AND RE-RECORDED

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

229949

RECORDED Aug. 21 1990 12:45 P M
IN BOOK 86 OIG PAGE 639
FEES $6.00 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.

231984

RECORDED Feb. 7 1991 2:26 P M
IN BOOK 87 OIG PAGE 234
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ruby

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:

PRESIDIO EXPLORATION, INC.

ATTEST:

By: Stephen A. Lieberman
STEPHEN A LIEBERMAN

_____
Secretary

Title: SENIOR 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.

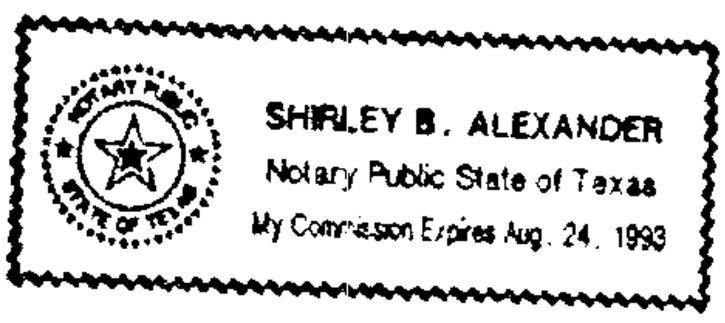


Marguerite L. Scott
Notary Public
Address: 6892 South Spotswood Street
Littleton, Colorado 80120

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
Address: 2525 Ridgmar Blvd.
Ft Worth, Tx 7616

CORRECTED

EXHIBIT "A"

Federal Lease 10-1
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
** Section 1: Lots 3,4, S½ NW¼

Containing 160.18 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.

**THIS ASSIGNMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ON EXHIBIT "A".....

Mid Continent Association W. Reassign.

601

CASPER PRESS
134 N. Center
Casper, Wyoming

ASSIGNMENT OF OIL AND GAS LEASE

232008

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. K. O'Connell

P. O. Box 2003, Casper, WY 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged does hereby sell, assign, transfer and set over unto Freeman Investments,

3415 S. Clayton Blvd., Englewood, CO 80110

(hereinafter called Assignee), Twenty Five Percent (25% of 100%) interest in and to the oil and gas lease dated November 1, 1990 from Robert V. Thompson and Bette M. Thompson, h/w

P. O. Box 220, Big Piney, Wyoming 83113, Lessor,

to Dolar Oil Properties, 9035 S. 700 East, Sandy, Utah 84070-2418, Lessee,

recorded in book 87 O&G, page 58, insofar as said lease covers the following described land in

Sublette County, State of Wyoming

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

Sec. 5: Lots 2, 3, S½NW¼, SW¼NE¼, SW¼, W½SE¼
6: S½NE¼, E½SE¼
8: NE¼NW¼

* This assignment is subject to a one percent of eight-eighths (1% of 8/8ths) overriding royalty interest reserved by Dolar Oil Properties.

STATE OF Wyoming }
COUNTY OF Sublette } ss.

This instrument was filed for record on the 11 day of Feb., 1991, at 1:00 o'clock P. M., and duly recorded in book 87 O&G Page 238 of the records of this office.

Mary A. Riley
Deputy Clerk Register of Deeds

When recorded Return to Mary A. Lankford

of Section ____, Township ____, Range ____, and containing 632.10 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

~~Reserving however, unto the Assignors herein an overriding royalty of~~

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least 45 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 24th day of January, 1991
without warranties of any kind.

_____ (Seal)

R. K. O'Connell (Seal)

_____ (Seal)

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 Wyoming
County of Natrona
} ss.

The foregoing instrument was acknowledged before me this 24th day of January 1991 by R. K. O'Connell

Witness my hand and official seal.
My Commission Expires:

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission expires July 2, 1994

Cindy L. King
Notary Public

State of .....
County of .....
} ss.

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of..... A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

.....
Notary Public.

My Commission expires.....

Mr. Joe Freeman
3415 So. Clayton Blvd.
Englewood, CO 80110

No.....

FROM

TO

Dated....., 19...

No. Acres.....

.....County.

Term.....

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

.....
County Clerk.

By.....
Deputy.

When recorded return to

.....

.....

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

239

240

Mid-Continent Association W. Reassign.

601

CASPER PRESS
134 N. Center
Casper, Wyoming

ASSIGNMENT OF OIL AND GAS LEASE

232009

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. K. O'Connell

P. O. Box 2003, Casper, WY 82602

(hereinafter called Assignor), for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Freeman Investments

3415 S. Clayton Blvd., Englewood, CO 80110

(hereinafter called Assignee), Twenty Five Percent (25% of 100%) interest in and to the oil and gas lease dated November 1, 1990, from Robert V. Thompson and Bette M. Thompson, h/w

P. O. Box 220, Big Piney, Wyoming 83113, Lessor,

to Dolar Oil Properties, 9035 S. 700 East, Sandy, Utah 84070-2418, Lessee,

recorded in book 87 O&G, page 55, insofar as said lease covers the following described land in Sublette County, State of Wyoming

Township 29 North, Range 114 West, 6th P.M.
Sec. 11: SE¼NE¼
12: NE¼, N½SE¼, NE¼SW¼, S½NW¼

* This assignment is subject to a one percent pf eight-eighths (1% of 8/8ths) overriding royalty reserved by Dolar Oil Properties.

~~of Section ..., Township ..., Range ...~~, and containing 400.00 acres more or less, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and homestead in the premises above described.

~~Reserving however, unto the Assignors herein an overriding royalty of~~

~~of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple estate in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.~~

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least 45 days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED. This 24th day of January, 1991
without warranties of any kind.

..... (Seal)
R. K. O'Connell (Seal)
..... (Seal)

STATE OF Wyoming
COUNTY OF Sublette } ss.

This instrument was filed for record on the 11 day of Feb., 1991, at 1:00 o'clock P M., and duly recorded in book 87 O&G Page 240 of the records of this office.

Mona A. Riley
County Clerk Register of Deeds.

When recorded Return to mayo & Stanford

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 Wyoming
County of Natrona
ss.

The foregoing instrument was acknowledged before me this 24th day of January 1991 by R. K. O'Connell

Witness my hand and official seal
My Commission Expires:

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1994

Cindy L. King
Notary Public

State of .....
County of .....
ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires.....

Mr. Joe Freeman
3415 So. Clayton Blvd.
Englewood, CO 80110

No.....

FROM

.....

TO

.....

Dated..... 19...

No. Acres .....

..... County.

Term .....

This instrument was filed for record on the .....

day of ..... 19....., at .....

.....o'clock ..... M., and duly recorded in Volume ..... Page.....

..... of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

-

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

241

BLANKET ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PRIMA OIL & GAS COMPANY**, 1801 Broadway, Suite 500, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of Ten and more Dollars ($10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over unto **PETER W. HUMMEL**, P. O. Box 10350, Reno, Nevada 89510; **DOLAR OIL PROPERTIES**, 9035 South 700 East, Suite 100A, Sandy, Utah 84070; **T. A. KRITIKOS**, 1141 Whitney Avnue, Grenta, Louisiana 70053; and **BE JO KRITIKOS**, 5449 Sutton Place, New Orleans, Louisiana 70131, hereinafter called Assignee, an undivided 12.5% interest, all of its right, title and interest in and to the Oil and Gas Leases described on Exhibit "A", attached hereto and made a part hereof, insofar and only insofar as said leases cover those rights from the surface of the ground to the Base of the Mesaverde Formation, together with the rights incident thereto.

This assignment is made without any warranties whatsoever, either express or implied. All of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

IN WITNESS WHEREOF, this instrument is executed this 21st day of January, 1991.

232014

RECORDED Feb. 12 IN 91 1:10 P M
IN BOOK 87 O&G PAGE 242
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

PRIMA OIL & GAS COMPANY

G. Walter Lunsford
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 21st day of January, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared G. Walter Lunsford, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Attorney-in-Fact of Prima Oil & Gas Company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Prima Oil & Gas Company for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

CYNTHIA A. RIEDEL NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES: July 28, 1993

NOTARY PUBLIC

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

EXHIBIT "A"

Attached to and made a part of that certain Blanket Assignment of Oil and Gas Leases dated January ____, 1991, by and between PRIMA OIL & GAS COMPANY, as Assignor and PETER W. HUMMEL; DOLAR OIL PROPERTIES; T. A. KRITIKOS; and BE JO KRITIKOS.

Lessor	Lessee	Lease Date	Description	Recording
1. Harriet E. Chrisman, et al	Dolar Oil Properties	4/29/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S/2SW/4 Section 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4 Township 30 North, Range 114 West, 6th P.M. Section 34: E/2SE/4 Section 35: S/2SW/4 Containing 628.58 acres, more or less	Book 83, Page 324
2. Stella C. Shaver, et vir	Dolar Oil Properties	6/27/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S/2SW/4 Section 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4 Township 30 North, Range 114 West, 6th P.M. Section 34: E/2SE/4 Section 35: S/2SW/4 Containing 628.58 acres, more or less	Book 83, Page 326
3. Frank E. Sears, Jr., et al	Dolar Oil Properties	6/27/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S/2SW/4 Section 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4	Book 83, Page 328

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				Township 30 North, Range 114 West, 6th P.M. Section 34: E/2SE/4 Section 35: S/2SW/4 Containing 628.58 acres, more or less	
4.	Pamela C. Johnson, et vir	Dolar Oil Properties	6/27/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S/2SW/4 Section 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4 Township 30 North, Range 114 West, 6th P.M. Section 34: E/2SE/4 Section 35: S/2SW/4 Containing 628.58 acres, more or less	Book 83, Page 196
5.	John N. Chrisman, et ux	Dolar Oil Properties	4/29/89	Township 29 North, Range 114 West, 6th P.M. Section 1: S/2SW/4 Section 2: Lot 3, SE/4NW/4, E/2SW/4, S/2SE/4 Section 11: N/2NE/4 Section 12: N/2NW/4 Township 30 North, Range 114 West, 6th P.M. Section 34: E/2SE/4 Section 35: S/2SW/4 Containing 628.58 acres, more or less	Book 84, Page 274

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232106

ASSIGNMENT AND BILL OF SALE

RECORDED Feb. 25 1991 9:00 AM
IN BOOK 87 of G PAGE 245
FEES 8.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Foley

For and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, John J. Sullivan ("Assignor") hereby bargains, sells, transfers, assigns and conveys to Tosca P. Sullivan, Trustee under that certain Trust Agreement dated February 6, 1976 ("Assignee") all of his right, title and interest in and to the leases described in Exhibit A attached hereto and incorporated herein by this reference, including but not limited to the following (the "Subject Interests"):

All working interests, overriding royalty interests and other interests of any kind in and to the Subject Interests, including all of Assignor's right, title and interest in lands covered by such leases whether or not such lands are described in Exhibit A;

All wells located on the lands described in Exhibit A or on such leases, and all equipment, fixtures, machinery or other real or personal property associated with such wells;

All oil, gas or other substances produced from or attributable to the Subject Interests, including any rights arising from or associated with such production; and

All farmout agreements, operating agreements, participation agreements, pooling or unitization agreements, option rights or other contract rights or interests in any way associated with or related to the Subject Interests, including the rights to enforce any covenant, representation, condition or warranty Assignor may enforce, to the full extent such rights are transferrable.

This Assignment and Bill of Sale is made without warranty of title, either express or implied, and all personal property and fixtures are conveyed and sold "as is, where is." Notwithstanding the absence of a warranty in this Assignment and Bill of Sale, Assignor transfers, conveys and assigns to Assignee any rights or interests Assignor may have to enforce any covenant,

representation, condition or warranty Assignor may enforce, to the full extent such rights or interests are transferrable.

The interests assigned herein are conveyed subject to their proportionate share of all landowner's and overriding royalty interests burdening such interests as of the effective date of this Assignment and Bill of Sale, and subject to all of the terms and provisions of the applicable leases and other contracts.

This Assignment and Bill of Sale shall inure to the benefit of Assignee, her successors and assigns, and shall be binding upon the parties hereto, their successors and assigns, forever.

Dated this 25 day of January, 1991, but effective for all purposes January 1, 1991.

Tosca P. Sullivan

John J. Sullivan, by Tosca P. Sullivan,
his attorney-in-fact

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 25 day of January, 1991, by Tosca P. Sullivan, Trustee of the Revocable Trust Agreement of John Joseph Sullivan dated February 6, 1976.

BILLYE CARLENE SLOCUM - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 3, 1993

Billye Carlene Slocum
Notary Public

My Commission expires: October 3, 1993

My Address is: 3331 Saratoga Rd.

Casper, Wy 82604

EXHIBIT A

Attached to and made a part of that certain Assignment and Bill of Sale dated January 25, 1991 from John J. Sullivan to Tosca P. Sullivan, Trustee

County: Sublette County

Lease Name	Legal Description	Ackerman Lease No.
W-15340	Township 27 North, Range 112 West, 6th P.M. Section 24: E/2	
W-2108	Township 27 North, Range 112 West, 6th P.M. Section 24: W/2W/2 Section 25: W/2	
W-3776	Township 27 North, Range 112 West, 6th P.M. Section 13: W/2W/2 Section 25: E/2	
W-2690	Township 27 North, Range 111 West, 6th P.M. Section 31: Lots 1 thru 7, NE/4, E/2NW/4, NE/4SW/4, N/2SE/4 Section 32: Lot 1	
EV-025548	Township 27 North, Range 112 West, 6th P.M. Section 26: All	50-1807-P-790034-01
State of Wyoming 67-4099	Township 27 North, Range 112 West, 6th P.M. Section 16: E/2	50-01805-Q-075216

AMENDMENT TO ASSIGNMENT OF PRODUCTION PAYMENT

STATE OF WYOMING)
)
COUNTIES OF SUBLETTE,)
LINCOLN AND SWEETWATER)

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by Assignment of Production Payment dated November 30, 1987, effective June 1, 1987 and recorded in Book 81 at page 135 of the records of Sublette County, in Book 788 at page 936 of the records of Sweetwater County, and in Book 259PR at page 383 of the records of Lincoln County, General Atlantic Energy Corporation (formerly ITR Petroleum Inc.) conveyed to Encore Exploration 1982-Dev., L.P. and Bird Canyon Development 1982, L.P. a production payment in the leases and wells described in Exhibit A hereto; and

WHEREAS, by Assignment dated December 23, 1987, effective June 1, 1987 and recorded in Book 81 at page 211 of the records of Sublette County, in Book 259 PR at page 520 of the records of Lincoln County and in Book 789 at page 1320 of the records of Sweetwater County, Wyoming, Encore Exploration 1982-Dev., L.P. and Bird Canyon Development 1982, L.P. assigned their respective interests in said production payment to Encore Exploration 1982-Dev., L.P., Liquidating Trust, and Bird Canyon Development 1982, L.P., Liquidating Trust; and

WHEREAS, Presidio Exploration, Inc. succeeded to the interest of General Atlantic Energy Corporation by merger effective December 7, 1988; and

WHEREAS, in Article 1.1.A. of the Assignment of Production Payment General Atlantic Energy Corporation assigned "50% of the oil, gas and other hyrdrocarbons in and under and which may be produced, saved and sold from, or which accrue or are attributable to Grantor's interest in and to the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof and any wells now or hereafter located thereon . . . . " (emphasis added); and

WHEREAS, the above quoted language is incorrect since it was the intent of the parties to the Assignment of Production Payment that the production payment be payable only out of production from the wells specifically identified on Exhibit "A" hereto and not from any wells which might be drilled upon said leases in the future; and

WHEREAS, it is the desire of the undersigned that the county records accurately reflect the intent of the original parties to the Assignment of Production Payment.

NOW THEREFORE, for value received, the undersigned do agree and stipulate that the words "or hereafter" be deleted from Article 1.1(A) of the Assignment of Production Payment.

Except as amended herein, the Assignment of Production Payment remains in full force and effect and is payable pursuant to the terms and conditions set forth therein.

Dated this 2ND day of December, 1989, but effective for all purposes as of June 1, 1987.

232109

RECORDED Feb. 25 19 91 10:00 AM
IN BOOK 87 O&G PAGE 248
FEES $ 9.00 Mary L. Lankford COUNTY CLERK
[redacted]LETTE COUNTY, PINEDALE, WYO[redacted]

5000238 - 450191
5000[redacted] 450857

ENCORE EXPLORATION 1982-DEV., L.P., Liquidating Trust, and BIRD CANYON DEVELOPMENT 1982, L.P., Liquidating Trust acting through The Encore Company, Inc. as Liquidating Trustee

By _____
Richard D. Segal, Chairman of The Encore Company, Inc.

PRESIDIO EXPLORATION, INC.

By _____
Title K. V. Tholstrom
Vice President & General Manager
Rocky Mountain Division

Timothy L. Garnett
Assistant Secretary

STATE OF New York)
) SS.
COUNTY OF Westchester)

Richard D. Segal, Chairman of The Encore Company, Inc., as Liquidating Trustee

The foregoing instrument was acknowledged before me this 2nd day of December, 1989 by Bob Johnson as Attorney-in-Fact for Encore Exploration 1982-Dev., L.P., Liquidating Trust, and Bird Canyon Development 1982, L.P., Liquidating Trust, on behalf of the limited partnerships.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public
Address RD #1 Box 60
Palmira NJ 08562

ASCENSINA D. TOOKMANIAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 4572920
Qualified in Rockland County
Term Expires June 91

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of November, 1989 by K. V. Tholstrom as Vice President & General Manager for Presidio Exploration, Inc. on behalf of the corporation.

Witness my hand and official seal.

My commission expires:
May 1, 1990

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

EXHIBIT "A"

LEASE	WELL PRESENTLY LOCATED ON LEASE(S)
United States of America Oil and Gas Lease W-66828 dated March 1, 1979, executed by the United States of America, as lessor, in favor of Lillie M. Yates, as lessee, insofar as such lease covers S/2, S/2N/2 of Section 29, Township 25 North, Range 111 West, 6th P.M., Lincoln County, Wyoming from the surface of the earth to the stratigraphic equivalent of 9,750 feet as found in the Yates-Federal 30-29 Well	Yates/Federal #30-29
United States of America Oil and Gas Lease W-67178 dated April 1, 1979, executed by the United States of America, as lessor, in favor of Phyllis Hanson, as lessee, insofar as such lease covers Lots 1, 2, 3, 4, S/2N/2 of Section 1, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming limited in depth from the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal 20-1 Well	Hanson-Federal #20-1
United States of America Oil and Gas Lease W-64985 dated October 1, 1978, executed by the United States of America, as lessor, in favor of L. A. Walstrom, Jr., as lessee, insofar as such lease covers SW/4 of Section 1; Lot 8, NE/4SW/4, S/2SW/4, SE/4 of Section 2; and N/2NW/4 of Section 12, Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming limited in depth from the surface to the stratigraphic equivalent of the total depth of the Walstrom 30-1 Well	Walstrom Federal #30-1
1. United States of America Oil and Gas Lease W-1316 dated October 1, 1966, executed by the United States of America, as lessor, in favor of Estelle Wolf, as lessee, insofar as such lease covers S/2NE/4, SW/4 of Section 28, Township 25 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming	
2. United States of America Oil and Gas Lease W-1317 dated October 1, 1966, executed by the United States of America, as lessor, in favor of Estelle Wolf, as lessee, insofar as such lease covers S/2NW/4, SE/4 of Section 28, Township 25 North, Range 111 West, 6th P.M., Sweetwater County, Wyoming	LMU II 30-28

[redacted]

Effective 11-86
Form ML-2
(revised 10-90)

RETURN TO:
Public Land[redacted]e
Herschler Bldg., 3 West
Cheyenne, WY 82002

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 77-0220, effective April 2, 19 77, described completely as follows: T.27 N.,R.114 W.,6th P.M.

Section 16: All

County Sublette Total Acres 640

ASSIGNOR, Melvin Smith

with address at 3450 Lake Shore Drive,Chicago,Il. 60657,

being the owner of 1 percent Overriding royalty (undivided leasehold/divided leasehold/overriding royalty) interest in this lease, described more particularly as:

232127

Above

RECORDED Feb. 25 19 91 2:40 PM
IN BOOK 87 O&G PAGE 251
FEES 0.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

for good and valuable consideration, hereby assigns to:

(1) Seymour S.Smith,Trustee,Sadie K.Smith/Trust No.87-1,Dtd.June 1,1987, assignee, with address at: 7 South Dearborn Street,Chicago,Il. 60603, ____ percent interest in the lease; 1 percent overriding royalty

(2) _____, assignee, with address at: _____, ____ percent interest in the lease; ____ percent overriding royalty

(3) _____, assignee, with address at: _____, ____ percent interest in the lease, ____ percent overriding royalty

(totaling ____ percent of full leasehold interest), insofar as it covers the following described land:

Same as above

containing _____ acres, more or less, and retaining ____ percent interest in this lease and reserving unto assignor overriding royalty interest of: _____, subject to: _____.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 11 day of December, 19 90

Melvin Smith
Assignor - ~~Lessee~~

WITNESS:

Myrna B. Carey

By: _____
Title:

Attest:

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Illinois)
) ss.
County of Cook)

On this 11th day of December, 19 90, before me personally appeared Melvin Smith, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 11th day of December, 1990.

Shirley A Jaconetty
Notary Public

My Commission expires: April 14,1992

OFFICIAL SEAL
Shirley A. Jaconetty
Notary Public, State of Illinois
My Commission Expires Apr. 13, 1992

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) ss.
County of _____)

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

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

Assignment approved by the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

[redacted] [redacted] [redacted]

LEASE SERIAL NO. 77-[redacted]

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, Item 10, page 4.

Assignee is an _X_ Individual-Trustee ___ Corporation

___ General Partnership Other (Describe)_____

___ Limited Partnership _____

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: Exxon Company,U.S.A.

Address: P.O.Box 4496

Houston,Tx. 77210-4496

Telephone: _____

[redacted], Trustee
Assignee's Signature

7 South Dearborn St.,Chicago,Il. 60603
Assignee's Address

December 11,1990
Date

Assignee's Signature

Assignee's Address

Date

Assignee's Signature

Signature of all assignees is required.

Assignee's Address

Date

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

To be completed by Assignee
Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

To be completed by Assignor
Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

ASSIGNMENT REQUIREMENTS

NOTE: Assignments are not valid until approved by the Commissioner of Public Lands as per State Oil and Gas Lease Terms and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1. This form must be completed and submitted for any assignment of State Oil and Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and overriding royalty interest. (Leasehold interest is considered synonymous with "working interest" and "operating interest".)

   a. Assignments of 100% leasehold interest in separate tracts, formations, or deposits in any part of the lease segregate that part from the original leasehold interest, and a separate (reissue) lease will be issued therefor with the assignee becoming the lessee responsible for all lease obligations thereon unless both assignor and assignee agree that separate obligations are created for each by the assignment and that they are responsible therefor, as evidenced by their signatures on Page 3 hereof. Such assignments do not preempt assignor's development rights in any unassigned formations, zones or deposits thereunder.

   b. Assignments of less than 100% leasehold interest undivided or divided, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease or this assignment. (All lessees are ultimately responsible for performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

2. This form may be used only for a maximum of three (3) assignees in the assignment of leasehold and overriding royalty interest for the same lease.

3. A signed original and one copy of each assignment, including "Assignee Certification and Agreement" page, must be filed with the Wyoming Commissioner of Public Lands. A $20.00 nonrefundable filing fee must accompany each assignment form. Copies should be directed to the Assignment Division, Department of Public Lands.

4. Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Commissioner. If a bond is necessary, it must be furnished before assignment approval, and in no case can drilling operations begin without the lessee of record first providing a bond.

5. If there is more than one party in interest to this assignment, then all such parties in interest must sign the "Assignee Certification and Agreement" page before assignment approval.

6. The appropriate description of the conveyed lands must be given.

7. Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil and Gas Leases do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease.

8. Lease copies pertaining to this assignment may be obtained from the assignor.

9. When there is more than one lessee of partial interest in the assigned lease, a designation on page 3 hereof naming one of them to act on behalf of the others for rental payment, royalty payment, and correspondence must be furnished prior to assignment approval.

10. Corporations and limited partnerships must be qualified with the Secretary of State's Office. General Partnership Papers must be on file with the Commissioner of Public Lands.

11. Assignments will not be considered for approval where assignor currently has a delinquent (late) royalty or rental payment obligation.

12. Assignments must be received by the Commissioner for approval within ninety (90) days of the date of execution.

[redacted] [redacted] [redacted]

[redacted]

Effective 11-86
Form ML-2
(revised 4-89)

[redacted]

RETURN TO: [redacted]
Public Lands Office
Herschler Bldg., 3 West
Cheyenne, WY 82002

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 77-0220, effective April 2, 19 77, described completely as follows:

T.27 N.,R.114 W.,6th P.M.
Section 16: All

County Sublette Total Acres 640

ASSIGNOR, Seymour S.Smith,Trustee,Ruth Odens Trust No.1,Dtd June 1,1972

with address at 7 South Dearborn Street,Chicago,Illinois 60603,

being the owner of 1 percent Overriding royalty (undivided leasehold/divided leasehold/overriding royalty) interest in this lease, described more particularly as:

Above

232128

RECORDED Feb.25 19 91 2:40 PM
IN BOOK 87 O&G PAGE 255
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

for good and valuable consideration, hereby assigns to:

(1) Seymour S.Smith,Trustee,Sadie K.Smith Trust No.87-1,Dtd June 1,1987, assignee, with address at: 7 South Dearborn St.,Chicago,Illinois 60603, 1 percent interest in the lease; 1 percent overriding royalty

(2) _____, assignee, with address at: _____, _____ percent interest in the lease; _____ percent overriding royalty

(3) _____, assignee, with address at: _____, _____ percent interest in the lease, _____ percent overriding royalty

(totaling _____ percent of full leasehold interest), insofar as it covers the following described land:

Same as above

containing _____ acres, more or less, and retaining _____ percent interest in this lease and reserving unto assignor overriding royalty interest of: None,

subject to: _____.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 4th day of June, 19 90

Assignor - ~~Lessee~~

WITNESS:

Dyrone E. Carey

~~By:~~ Trustee
Title:

~~Attest:~~

~~Secretary~~

ACKNOWLEDGEMENT (For use by Individual)

State of Illinois)
) ss.
County of Cook)

On this 4th day of June, 19 90, before me personally appeared Seymour S. Smith, 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 4th day of June, 19 90.

OFFICIAL SEAL
Shirley A. Jaconetty
Notary Public, State of Illinois
My Commission Expires Apr. 13, 1992

My Commission Expires: 4/13/92

Shirley A Jaconetty
Notary Public

ACKNOWLEDGEMENT (For use by Corporation)

State of _____)
) ss.
County of _____)

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

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

Assignment approved by the Commissioner of Public Lands: AUG 0 : 1990

(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. 77-0220

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an _X_ Individual -Trustee
___ General Partnership
___ Limited Partnership
___ Corporation

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: Exxon Company,U.S.A.

Address: P.O.Box 4496

Houston,Tx. 77210-4496

Telephone: (713)656-3636

Trustee
Assignee's Signature

Assignee's Signature

7 South Dearborn St.,Chicago,Il. 60603
Assignee's Address

Assignee's Address

June 4,1990
Date

Date

Assignee's Signature

Assignee's Address

Date

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

ASSIGNMENT REQUIREMENTS

NOTE: Assignments are not valid until approved by the Commissioner of Public Lands as per State Oil and Gas Lease Terms and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1. This form must be completed and submitted for any assignment of State Oil and Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and overriding royalty interest. (Leasehold interest is considered synonymous with "working interest" and "operating interest".)

   a. Assignments of 100% leasehold interest in separate tracts, formations, or deposits in any part of the lease segregate that part from the original leasehold interest, and a separate (reissue) lease will be issued therefor with the assignee becoming the lessee responsible for all lease obligations thereon unless both assignor and assignee agree that separate obligations are created for each by the assignment and that they are responsible therefor, as evidenced by their signatures on Page 3 hereof. Such assignments do not preempt assignor's development rights in any unassigned formations, zones or deposits thereunder.

   b. Assignments of less than 100% leasehold interest undivided or divided, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease or this assignment. (All lessees are ultimately responsible for performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

2. This form may be used only for a maximum of three (3) assignees in the assignment of leasehold and overriding royalty interest for the same lease.

3. A signed original and one copy of each assignment, including "Assignee Certification and Agreement" page, must be filed with the Wyoming Commissioner of Public Lands. A $20.00 nonrefundable filing fee must accompany each assignment form. Copies should be directed to the Assignment Division, Department of Public Lands.

4. Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Commissioner. If a bond is necessary, it must be furnished before assignment approval, and in no case can drilling operations begin without the lessee of record first providing a bond.

5. If there is more than one party in interest to this assignment, then all such parties in interest must sign the "Assignee Certification and Agreement" page before assignment approval.

6. The appropriate description of the conveyed lands must be given.

7. Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil and Gas Leases do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease.

8. Lease copies pertaining to this assignment may be obtained from the assignor.

9. When there is more than one lessee of partial interest in the assigned lease, a designation on page 3 hereof naming one of them to act on behalf of the others for rental payment, royalty payment, and correspondence must be furnished prior to assignment approval.

10. Corporations and limited partnerships must be qualified with the Secretary of State's Office. General Partnership Papers are required to be filed with the Commissioner of Public Lands.

11. Assignments will not be considered for approval where assignor currently has a delinquent (late) royalty or rental payment obligation.

12. Assignments must be received by the Commissioner for approval within ninety (90) days of the date of execution.

[redacted] [redacted] [redacted]

DUPLICATE ORIGINAL
SUBLETTE COUNTY

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT is made this 30th day of January, 1991, by and between JUSTIN E. ARATA, an individual, 224 West Ludwig Road, Ft. Wayne, IN 46825 ("Arata"), as Assignor; and ARATA ENERGY CORP., a Colorado corporation, 3400 W. 16th Street, Suite 6L, Greeley, CO 80631 ("AEC"), as Assignee.

1. ASSIGNMENT. For $10 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ARATA hereby transfers, conveys, grants, assigns and sets over unto AEC an undivided 2.25% overriding royalty interest in and to all oil, gas and other hydrocarbon substances produced, saved and sold from the lands covered by, and under the terms of, that certain oil and gas lease dated effective December 1, 1974, from the United States of America (Serial No. W-48190), as Lessor, covering the following lands in Sublette County, Wyoming:

Township 27 North, Range 110 West, 6th P.M.
Sec. 1: Lots 1, 2, 3, 4, S½N½
Sec. 2: Lots 1, 2, S½NE¼
Sec. 3: S½

2. TAXES. AEC shall bear its proportionate share of all severance, conservation, excise, ad valorem and other similar taxes levied against the interest herein assigned.

3. NO WARRANTIES. This assignment is made without warranties of any kind, express or implied.

4. DUPLICATE ORIGINALS. Duplicate originals of this instrument are executed for filing with the Bureau of Land Management and for recording in the real property records of Sublette County, Wyoming.

IN WITNESS WHEREOF, this instrument is executed as of the date above set forth, but shall be effective for all purposes as of 7:00 a.m., Mountain Time, on January 1, 1991.

232173

RECORDED Feb 28 19 91 3:30 P M
IN BOOK 87 O&G PAGE 259
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

Justin E. Arata
Justin E. Arata

STATE OF ~~FLORIDA~~ INDIANA)
) ss.
COUNTY OF ~~LEE~~ ALLEN)

The foregoing instrument was acknowledged before me this 30th day of January, 1991, by Justin E. Arata.

Witness my hand and official seal.

My commission expires:
8-28-92

Joanne Federman
Notary Public



RELEASE OF OIL & GAS LEASE(s)

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor(s) therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease(s) described in Exhibit "A", attached hereto and made a part hereof.

This instrument may be executed in multiple original counterparts, each of which shall be considered an original for all purposes.

Executed this the 12th day of October, 1990.

ATTEST:
CARL J. BAKER,
Assistant Secretary

COASTAL OIL & GAS CORPORATION

By: Carl J. Benvegnu
CARL J. BENVEGNU,
Sr. Vice President

ATTEST

AMERICAN COMETRA, INC.

By:

232201

RECORDED March 4 1991 1:00 P M
IN BOOK 87 O&G PAGE 260
FEES $24.00 Mary L. Can Kfor COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ATTEST By: Jean Riley

WOLVERINE EXPLORATION COMPANY

By:

ATTEST

FINA OIL & CHEMICAL COMPANY

By:

ATTEST

COREXCAL, INC.

By:

RELEASE OF OIL & GAS LEASE(s)

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor(s) therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease(s) described in Exhibit "A", attached hereto and made a part hereof.

This instrument may be executed in multiple original counterparts, each of which shall be considered an original for all purposes.

Executed this the 12th day of October, 1990.

ATTEST

COASTAL OIL & GAS CORPORATION

By: _____
CARL J. BENVEGNU,
Sr. Vice President

ATTEST

_____
Chris H. Cox
Corporate Secretary

AMERICAN COMETRA, INC.

By: _____
Carl W. Steinle
Vice President - Land & Legal

ATTEST

_____

WOLVERINE EXPLORATION COMPANY

By: _____

ATTEST

_____

FINA OIL & CHEMICAL COMPANY

By: _____

ATTEST

_____

COREXCAL, INC.

By: _____

RELEASE OF OIL & GAS LEASE(s)

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, d s hereby release, relinquish and surrender to the lessor(s) therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease(s) described in Exhibit "A", attached hereto and made a part hereof.

This instrument may be executed in multiple original counterparts, each of which shall be considered an original for all purposes.

Executed this the 12th day of October, 1990.

ATTEST

COASTAL OIL & GAS CORPORATION

By: _____
CARL J. BENVEGNU,
Sr. Vice President

ATTEST

AMERICAN COMETRA, INC.

By: _____

ATTEST

WOLVERINE EXPLORATION COMPANY

By: _____
Glenn A. Adams
Attorney-in-Fact

ATTEST

FINA OIL & CHEMICAL COMPANY

By: _____

ATTEST

COREXCAL, INC.

[redacted]

RELEASE OF OIL & GAS LEASE(s)

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor(s) therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease(s) described in Exhibit "A", attached hereto and made a part hereof.

This instrument may be executed in multiple original counterparts, each of which shall be considered an original for all purposes.

Executed this the 12th day of October, 1990.

ATTEST

_____

COASTAL OIL & GAS CORPORATION

By: _____
CARL J. BENVEGNU,
Sr. Vice President

ATTEST

_____

AMERICAN COMETRA, INC.

By: _____

ATTEST

_____

WOLVERINE EXPLORATION COMPANY

By: _____

ATTEST

_____

FINA OIL & CHEMICAL COMPANY

By: _____
RICHARD C. LINDLEY
ATTORNEY-IN-FACT

ATTEST

_____

COREXCAL, INC.

By: _____

RELEASE OF OIL & GAS LEASE(s)

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor(s) therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease(s) described in Exhibit "A", attached hereto and made a part hereof.

This instrument may be executed in multiple original counterparts, each of which shall be considered an original for all purposes.

Executed this the 12th day of October, 1990.

ATTEST

COASTAL OIL & GAS CORPORATION

By: _____
CARL J. BENVEGNU,
Sr. Vice President

ATTEST

AMERICAN COMETRA, INC.

By: _____

ATTEST

WOLVERINE EXPLORATION COMPANY

By: _____

ATTEST

FINA OIL & CHEMICAL COMPANY

By: _____

ATTEST

COREXCAL, LTD.

By: _____
JOHN R. GALESKI, EXECUTIVE VICE [redacted]T

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of October, 19 90, by Carl J. Benvegnu, Sr. Vice President of Coastal Oil & Gas Corporation, a Delaware corporation, on behalf of said corporation.

Mary Shearer
Notary Public, State of Texas

My Commission Expires:

MARY SHEARER
Notary Public, State of Texas
My Commission Expires 12-21-91

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____day of _____, 19_____, by _____, _____of American Cometra, Inc., a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____day of _____, 19_____, by _____, _____of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

;.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of October, 19 90, by Carl J. Benvegnu, Sr. Vice President of Coastal Oil & Gas Corporation, a Delaware corporation, on behalf of said corporation.

Notary Public, State of Texas

My Commission Expires:

STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 9th day of January, 1991, by Carl D. Steinle, Vice President, Land & Legal of American Cometra, Inc., a Delaware corporation, on behalf of said corporation.

Caron O. Grigsby
Notary Public

My Commission Expires:

8-3-93

CARON O. GRIGSBY
Notary Public State of Texas
My Commission Expires Aug 3, 1993

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 19_____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 2nd day of November, 19 90, by Glenn A. Adams, Attorney-in-Fact of Wolverine Exploration Company, a Delaware corporation, on behalf of said corporation.

Lela Lenning
Notary Public, State of Texas

My Commission Expires:

1-9-93

LELA LENNING
Notary Public State of Texas
My Commission Expires Jan. 9, 1993

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____day of _____, 19_____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____day of _____, 19_____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

TATE OF _____§
§
OUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____,

9_____, by _____, _____of

_____, a _____

corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

y Commission Expires:

_____

STATE OF Oklahoma §
§
COUNTY OF Oklahoma §

This instrument was acknowledged before me on the 30th day of November,

9 90, by Richard C. Lindley, Attorney-in-Fact of

Fina Oil & Chemical Company, a Delaware

orporation, on behalf of said corporation.

Ileania Luber
Notary Public

Commission Expires:

8-23-93

TATE OF _____§
§
OUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____,

9_____, by _____, _____of

_____, a _____

orporation, on behalf of said corporation.

_____
Notary Public

y Commission Expires:

_____

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____,
19_____, by _____, _____of
_____, a _____
corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

My Commission Expires:

_____

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____,
19_____, by _____, _____of
_____, a _____
corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

PROVINCE OF ALBERTA
~~STATE OF~~ _____§
CITY OF CALGARY §
~~COUNTY OF~~ _____§

This instrument was acknowledged before me on the 5TH day of NOVEMBER,
19 96, by JOHN R. KMIECIK, EXECUTIVE VICE PRESIDENT of
Corexcal, Inc., a DELAWARE
corporation, on behalf of said corporation.

- PETER BURE

Notary Public

My Commission Expires:

THOMAS PETER BURE
NOTARY PUBLIC
PROVINCE OF ALBERTA
13

PROSPECT: RILEY RIDGE 750147

COUNTY: SUBLETTE

STATE: WYOMING

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN
RELEASE OF OIL AND GAS LEASE(S) DATED THE
12th DAY OF October 19, 90

LEASE NO.	DATE	LESSOR	LESSEE	DESCRIPTION	RECORDED
64128-001	9-1-81	The First Wyoming Bank, Trustee under the Fear Family Trust, Dated December 5, 1963, recorded Book 22, Page 13, Sublette County, Wyoming	WILLIAMS EXPLORATION COMPANY	Township 29 North - Range 114 West at 6th P.M. Section 3: S/2SE/4 and containing 80 acres, more or less	Book 63, Page 129

370

Aurora National
BANK

EAST COLFAX AT IRONTON • AURORA, COLORADO 80040
POST OFFICE BOX 128 • (303) 364-7671

February 25, 1991

Sublette County Clerk and Recorder
Box 250
Pinedale, Wy 82941

Gentlemen: RE: MARTIN W. WILSON

We are releasing our interest in the Assignment of Oil and Gas Lease, copy enlclosed, pertaining to real property described as:

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

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

This was recorded May 12, 1989, Book 83 O&G, Page 13, Recording No. 224514.

Sincerely yours,

Terry Horski
Assistant Vice President

Subscribed and sworn to before me this 25th day of February, 1991 by Terry Horski as Assistant Vice President of Aurora National Bank.

Notary Public
My commission expires 3/2/91

232202

RECORDED March 4 1991 1:00 P M
IN BOOK 87 O&G PAGE 271
FEES $ 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

272

ASSIGNMENT OF OVERRIDING MINERAL AND ROYALTY INTEREST

I hereby assign all of my interest in the following property to:

John P. Younkin and Maureen M. Younkin

Trustees of the Younkin Family Trust Dated 5/20/86

1141 Castlegate Lane

Santa Ana, CA 92705

Social Security # 566-40-0702

See ownership exhibit for owner number 139937

DATED: March 4, 1991.

Maureen Maxwell Younkin
MAUREEN MAXWELL YOUNKIN

232235

RECORDED March 7 1991 3:15 PM
IN BOOK 87 OIG PAGE 272
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Nan Riley

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On March 4, 1991, before me the undersigned Notary Public, personally appeared MAUREEN MAXWELL YOUNKIN personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument, and acknowledged that she executed it.

WITNESS my hand and official seal.

Colleen S. Richmond

OFFICIAL SEAL
COLLEEN S. RICHMOND
NOTARY PUBLIC - STATE OF CALIFORNIA
ORANGE COUNTY
My Comm. Expires Mar. 4, 1994

PROGRAM P511750 MOCOA INFORMATION SYSTEM RUN DATE: 02/04/91
TIME: 19:02
PAGE: 1

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 139937

OWNER NAME: YOUNKIN MAUREEN M

D.O. NUMBER. 0669147
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME. TIP TOP NUGGET A-B TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
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
COUNTY, STATE: SUBLETTE , WY
FRACTION: 0.0016600 WI
INTEREST DEC: 0.0016600 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0669148
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP NUGGET A B TR 35 A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: SW/4 SW/4 NW/4 AND W/2 W/2 SW/4
CONTAINING 50.00 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 0.0009960 ORI
INTEREST DEC: 0.0009960 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0991598
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: M L JUSTHEIM WELL 65-18
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W 01495)
SECTION 18: W/2 SE/4 AND LOTS 5 THRU 18
COUNTY, STATE: SUBLETTE , WY
FRACTION: 0.0016600 WI
INTEREST DEC: 0.0016600 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0991763
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UT MUDDY A TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W 01495)
SECTION 2: LOTS 13 AND 20
COUNTY, STATE: SUBLETTE , WY
FRACTION: .0016605 ORI
INTEREST DEC: 0.0016605 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0991767
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UT DAKOTA A TR 35A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: W/2 LOT 8, W/2 SW/4 NW/4 AND W/2 W/2 SW/4
(AKA W/2 W/2 W/2)
CONTAINING 75.155 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 300/3011X1% ORI
INTEREST DEC: 0.0009963 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0991768
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UT DAKOTA A TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W 01495)
SECTION 2: LOTS 13 AND 20
COUNTY, STATE: SUBLETTE , WY
FRACTION: .0016600 ORI
INTEREST DEC: 0.0016600 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994375
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT B TR 35A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: LOT 7 AND SE/4 NW/4
CONTAINING 70.45 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 0.0009960 ORI
INTEREST DEC: 0.0009960 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994377
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT B TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 113 WEST, 6TH PM (W 01495)
SECTION 18: SW/4 SE/4 AND LOTS 5 THRU 18
COUNTY, STATE. SUBLETTE , WY
FRACTION: 0.0016600 WI
INTEREST DEC: 0.0016600 OWNERSHIP TYPE: ORI

OWNERSHIP EXHIBIT FOR
OWNER NUMBER 139937

D.O. NUMBER: 0994484
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 35 A
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH P.M.
SECTION 1: LOT 8, SW/4 NW/4, SW/4 AND SW/4 SE/4
CONTAINING 270.31 ACRES, MORE OR LESS
COUNTY, STATE: SUBLETTE , WY
FRACTION: 0.0009960 ORI
INTEREST DEC: 0.0009960 OWNERSHIP TYPE: ORI

D.O. NUMBER: 0994486
OPERATOR NAME: MOBIL OIL CORPORATION
PROPERTY NAME: TIP TOP UNIT A TR 37
LOCATION DESC: TOWNSHIP 28 NORTH, RANGE 114 WEST, 6TH PM (W-01495)
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
COUNTY, STATE: SUBLETTE , WY
FRACTION: 0.0016600 WI
INTEREST DEC: 0.0016600 OWNERSHIP TYPE: ORI

375

Sublette County,
Wyoming

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That DELBARCO, a Kansas general partnership, P.O. Box 781581, Wichita, Kansas 67278-1581, hereinafter called "Assignor," for good and valuable consideration the receipt and sufficiency thereof is hereby acknowledged, does hereby sell, assign, transfer, and set over unto DELBARCO, INC., a Kansas corporation, P.O. Box 781581, Wichita, Kansas 67278-1581, hereinafter called "Assignee," all of Assignor's right, title, and interest in and to those oil and gas leases, leasehold estates, rights, and properties described in and covering lands described in Schedule "A," attached hereto and incorporated herein, together with all rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith and all of Assignor's title and interest in, to, and under all permits, licenses, easements, rights-of-way, pooling orders, pooling agreements, unitization agreements, communitization agreements, operating agreements, gas purchase agreements, hydrocarbon sales agreements, and other contracts and agreements of whatever character covering or affecting the leasehold estates being assigned hereby; to have and hold all of said properties and rights unto said Assignee, its successors and assigns, forever.

Assignor further assigns and conveys to Assignee hereby all of Assignor's right, title, and interest in and to all oil and gas leases and properties owned by Assignor, legally or equitably, wheresoever situated, and whether or not specifically described in Schedule "A."

This Assignment of Oil and Gas Leases is made and accepted subject to the terms and provisions of all gas purchase agreements and contracts, unitization agreements, and other agreements and contracts of whatsoever character affecting the leasehold estates assigned herewith and any overriding royalties, mortgages, liens, charges, encumbrances, and burdens of record.

Assignor hereby consents to Assignee's initiation at any time of the good faith negotiation procedures prescribed by FERC Order 451 and Title 18 C.F.R. Section 270.201 and agrees to take any action requested by Assignee as necessary for Assignee's

232240

RECORDED March 11 1991 10:00 AM
IN BOOK 87 OF G PAGE 276.
FEES 19.25 Amy L. Lenk for COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mari Riley

1-2-91

exercise of such good faith negotiation procedures regarding any gas purchase contract covering any of the leasehold estates assigned hereby. Nothing in this Assignment of Oil and Gas Leases is or shall be construed as an exercise of rights under FERC Order 451. Assignor and Assignee expressly state and agree that the right of any purchaser pursuant to an "existing contract" as defined in Title 18 C.F.R. Section 270.201(a)(ii)(A) to renegotiate the terms of sale of any gas assigned hereby is unaffected by this Assignment.

The effective date of this Assignment shall be December 1, 1990.

DELBARCO, a Kansas general partnership

By _____
W. Frank Barton, Partner

By _____
Thomas R. Devlin, Partner

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 2nd day of January 1991, by W. Frank Barton, a Partner of DELBARCO, a Kansas general partnership, on behalf of the partnership.

_____
Notary Public

My Appointment Expires:

JANET M. JOYCE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 6/20/92

277

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this 2nd day of January 1991, by Thomas R. Devlin, a Partner of DELBARCO, a Kansas general partnership, on behalf of the partnership.

Margo S. Dwerlkotte
Notary Public

My Appointment Expires:

MARGO S. DWERLKOTTE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 7-26-92

SCHEDULE "A"

Sublette County,
Wyoming

1. Lease dated 09-01-83 from Bureau of Land Management, Lessor, to G. and W. Oil Leasing, Lessee, covering the W/2 of Section 13; the NE/4 and the W/2 and the N/2 of the SE/4 and the SW/4 of the SE/4 of Section 15; the W/2 of Section 22; and the N/2 of the N/2 of Section 24, all in Township 28 North, Range 103 West

2. Lease dated 03-01-84 from Bureau of Land Management, Lessor, to Stan F. Waliszek, Lessee, covering the S/2 of Section 14; the E/2 of Section 22; all of Sections 21, 23, 25, and 26, all in Township 28 North, Range 103 West, 6th P.M.

3. Lease dated 03-01-84 from Bureau of Land Management, Lessor, to O.K.C. Partnership, Lessee, covering the SE/4 of Section 15; the E/2 of Section 19; the E/2 and the NW/4 of Section 20; the E/2 and the NW/4 and the E/2 of the SW/4 and the NW/4 of the SW/4 of Section 21; the E/2 and the E/2 of the NW/4 and the NW/4 of the NW/4 and the SW/4 of Section 26; the NE/4 of the SW/4 of Section 27; the W/2 of the NE/4 and the SE/4 of the NE/4 and the W/2 and the SE/4 of Section 29; the E/2 of Section 30; all of Sections 14, 22, 23, 28, 32, 33, 34, and 35, all in Township 27 North, Range 103 West

4. Lease dated 04-01-84 from Bureau of Land Management, Lessor, to Frederick S. Johnson, Lessee, covering the N/2 of Section 14; the S/2 of Section 24, all in Township 28 North, Range 103 West

5. Lease dated 11-01-84 from Bureau of land Management, Lessor, to Glenn M. Poche, Lessee, covering the SW/4 of the NW/4 of Section 26; the N/2 and the W/2 of the SW/4 and SE/4 of the SW/4 and the SE/4 of Section 27, all in Township 27 North, Range 103 West

6. Lease dated 09-01-86 from Bureau of Land Management, Lessor, to Barrett Energy Company, Lessee, covering the S/2 of Section 1; the S/2 of Section 2; the E/2 of Section 13, all in Township 28 North, Range 103 West

7. Lease dated 04-02-87 from State of Wyoming, Lessor, to David M. Lockhart, Lessee, covering all of Section 16; the NE/4 of Section 28, all in Township 28 North, Range 103 West

8. Lease dated 04-02-87 from State of Wyoming, Lessor, to David M. Lockhart, Lessee, covering Lots 2 and 3 of Section 3; Lot 1 and the S/2 of the NE/4 and the SE/4 of the NW/4 of Section 4, Township 27 North, Range 103 West

9. Lease dated 01-01-90 from Bureau of Land Management, Lessor, to Douglas E. Nelson, Lessee, covering the N/2 and the SW/4 of Section 15, Township 27 North, Range 103 West

10. Lease dated 12-01-88 from Bureau of land Management, Lessor, to Douglas E. Nelson, Lessee, covering Lots 1 through 4 and the S/2 of the NW/4 and the N/2 of the S/2 and the SW/4 of the SW/4 of Section 2; Lot 1 and Lot 4 and the S/2 of the N/2 and the S/2 of Section 3; all of Section 10; the N/2 and the SW/4 of Section 11, all in Township 27 North, Range 103 West

Producers 88 - Paid Up

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of February, 19 91, by and between

FRANCES M. JOHNSON, a single woman,

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that lessor, for and in consideration of ten or 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 30 North; Range 114 West, 6th P.M.
Section 3: $NE\frac{1}{4}SE\frac{1}{4}$
Section 14: $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 15: $NE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 22: $NE\frac{1}{4}NE\frac{1}{4}$

232301

RECORDED March 18 19 91 9:35 A.M.
IN BOOK 87 O&G PAGE 281
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 680.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declarationshall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purposes [illegible] the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

X Frances M Johnson

Frances M. Johnson

S.S.# 520-24-9408

Robert V. Thompson POA

STATE OF Wyoming)

) ss.

COUNTY OF Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Frances M. Johnson by Robert V. Thompson - Power of Att. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th day of January, 1991.

My commission expires:

February 14, 1995

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

Kathleen A. King
Notary Public

STATE OF _____)

) ss.

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, 198 _____.

My commission expires:

_____

Notary Public

STATE OF _____)

) ss.

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 198 _____.

My commission expires:

_____

Notary Public

Producers 88 - Paid Up

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of February, 19 91, by and between

Robert V. Thompson and Bette M. Thompson, husband and wife;
P. O. Box 200
Big Piney, Wyoming

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that lessor, for and in consideration of ten or 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 30 North; Range 114 West, 6th P.M.
Section 3: $NE\frac{1}{4}SE\frac{1}{4}$
Section 14: $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 15: $NE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 22: $NE\frac{1}{4}NE\frac{1}{4}$

232302

RECORDED March 18 1991 9:35 AM
IN BOOK 87 oiG PAGE 283
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lankford

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 680.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
   3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purposes [illegible], 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; the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Robert V. Thompson

Robert V. Thompson

S.S.# 520-16-3068

x Bette M. Thompson

Bette M. Thompson

S.S.# 520-64-2104

STATE OF WYOMING)
)
COUNTY OF Sublette) ss.

BEFORE ME, the undersigned authority, on this day personally appeared Robert V. Thompson & Bette M. Thompson, known to me to be the person S whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th day of March, 1991.

My commission expires:

January 10, 1995

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

Kathleen A. King
Notary Public

STATE OF _____)
)
COUNTY OF _____) ss.

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, 198 _____

My commission expires:

_____

_____
Notary Public

STATE OF _____)
)
COUNTY OF _____) ss.

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that ____he____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 198 _____.

My commission expires:

_____

_____
Notary Public

[redacted] [redacted] [redacted]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Dorothea B. Newcomb
225 Mt. Herman Road, #6
Scotts Valley, CA 95066

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That for in consideration of One Dollar ($1.00) and other good and valuable considerations, in hand paid, receipt whereof is hereby acknowledged, JACQUELINE J. ROSENBERG, a single woman, who acquired title as JACQUELINE J. WILSON, party of the first part, has sold, assigned and transferred, and does hereby sell, assign and transfer unto DOROTHEA B. NEWCOMB of 225 Mt. Herman Road, #6, Scotts Valley, California, party of the second part, the following described real estate situate in the County of Sublette and State of Wyoming, to-wit:

> An undivided 33/100 interest in and to all of the oil and gas in and under and that may be produced from the following-described lands, to-wit:
>
> S1/2SE1/4, Section 4; NE1/4, Section 9; N1/2N1/2, SW1/4NE1/4, SE1/4NW1/4, Section 10, Township 29 North, Range 113 West, and SE1/4, Section 24, Township 30 North, Range 114, all west of the Sixth Principal Meridian, Wyoming.

TO HAVE AND TO HOLD unto the said DOROTHEA B. NEWCOMB and her heirs and assigns forever.

IN WITNESS WHEREOF JACQUELINE J. ROSENBERG has affixed her signature by hand this 18 day of March, 1991.

Jacqueline J. Rosenberg
JACQUELINE J. ROSENBERG

232367

RECORDED March 22 1991 3:20 P.M.
IN BOOK 87 O&G PAGE 285
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mimi Riley

State of California

County of Santa Clara

On this the 18th day of March 1991, before me,

Mary Beth Dedrick the undersigned Notary

Public, personally appeared JACQUELINE J. ROSENBERG

____ personally known to me

__✓__ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed it. WITNESS my hand and official seal.

OFFICIAL SEAL
MARY BETH DEDRICK
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Jan. 5, 1993

Mary Beth Dedrick

QUITCLAIM DEED
AND
RELEASE

KNOW ALL MEN BY THESE PRESENTS: That,

McCULLISS RESOURCES CO., INC. of 621 17th St., Suite 1320, Denver, CO 80293 and GEORGE G. VAUGHT, Jr. of P.O. Box 13557, Denver, CO 80293 ("Grantors"), for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby, grant, convey, assign, transfer, quitclaim and release unto KENNETH FARMER, a/k/a Kenneth K. Farmer, a/k/a Kenneth Keith Farmer of P.O. Box 3402, Casper, WY 82602-3402, ("Grantee") all of Grantors' right, title, and interest (if any) in and to the property described in the attached and incorporated Exhibit "A" and any interests in property appurtenant thereto, including, without limitation, all right, title and interest in and to any leasehold estate, well, production, proceeds of production, equipment and any contract or agreement of whatsoever nature or description pertaining to said property or any interest therein.

TO HAVE AND TO HOLD the same unto Grantee, his heirs, estate representative and assigns, forever.

IN WITNESS WHEREOF, this Quitclaim Deed and Release is executed this 14th day of March, 1991.

McCULLISS RESOURCES CO., INC.

By: Paul L. McCulliss
Paul L. McCulliss, President

Attest: Connie Connelly
Secretary

George G. Vaught, Jr.

COLORADO
STATE OF ~~WYOMING~~)
DENVER)ss.
COUNTY OF ~~SUBLETTE~~)

On this 14th day of March, 1991, before me personally appeared PAUL L. McCULLISS who, being by me duly sworn, did say that he is the president of McCulliss Resources Co., Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said PAUL L. McCULLISS acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Julie A. Behrens
Notary Public

My Commission Expires:

6/5/93

232372

RECORDED March 25 IN 91 8:15A M
IN BOOK 87 O&G PAGE 287
FEES $8.50 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

287

STATE OF ~~WYOMING~~ COLORADO)
)ss.
COUNTY OF ~~NATRONA~~ DENVER)

The foregoing instrument was acknowledged before me by GEORGE G. VAUGHT, JR. this 14th day of March, 1991.

Witness my hand and official seal.

JULIE A. BEHRENS NOTARY PUBLIC STATE OF COLORADO

Julie A Behrens
Notary Public

My Commission Expires:

6/5/93

EXHIBIT "A"

Attached to and made part of that certain Quitclaim Deed and Release executed this 14 day of March, 1991 by George A. Vaught, Jr., and McCullis Resources, Inc.

Lease Number or Lessor	Description and Interest
Federal Oil & Gas Lease W-71276 Hawthorn Oil Co. Federal 21-19	Township 29 North, Range 112 West, 6th P.M. Section 18: Lots 3, 4, E½SW¼, W½SE¼ Section 19: Lot 1, NE¼NW¼, N½NE¼ Containing 278.44 acres, more or less Sublette County, Wyoming 25% of 100% working interest
Federal Oil & Gas Lease WYW-122225	Township 29 North, Range 112 West, 6th P M. Section 18: E½SE¼ Containing 80.00 acres, more or less Sublette County, Wyoming 25% of 100% working interest
Federal Oil & Gas Lease WYW-114053	Township 37 North, Range 110 West, 6th P.M. Section 22: NE¼SW¼, N½SE¼, SE¼SE¼ Section 25: E½, SW¼, E½NW¼, SW¼NW¼ Section 26: SE¼NE¼ Section 34: NE¼SE¼, SE¼SE¼ Section 35: N½NE¼ Containing 960.00 acres, more or less Sublette County, Wyoming 100% working interest

290

Effective 11-86
Form ML-2

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 & GAS LEASE SERIAL NUMBER 0-847, effective June 16, 19 36, described as follows:

County Sublette Total Acres 640.00

232456

RECORDED April 2 1987 1:30 PM
IN BOOK 87 of G PAGE 290
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

ASSIGNOR, Belco Petroleum Corporation

with address at P. O. Box 1188, Houston, TX 77251-1188

being the owner of 100 percent ~~(undivided leasehold interest in)~~ undivided leasehold interest in this lease, described more particularly as:

Township 27 North, Range 113 West
Section 16: All, below 1500' above top of Frontier formation.

for good and valuable consideration, hereby assigns to:

(1) Enron Oil & Gas Company (Successor in interest thru merger with Belco Development Corporation), assignee, with address at: P. O. Box 1188, Houston, TX 77251-1188, 100 percent of assignor's right, title and interest in the lease;

(2) _____, assignee, with address at: _____, _____ percent of assignor's right, title and interest in the lease;

(3) _____, assignee, with address at: _____, _____ percent of assignor's right, title, and interest in the lease,

(totaling _____ percent of full leasehold interest), insofar as it covers the following described land:

containing 640.00 acres, more or less, and reserving unto assignor (None)

This assignment is subject to any overriding royalty previously reserved or conveyed. Assignor and assignee expressly agree that assignments and reservations of overriding royalties or production payments which create a cost-free interest that, when added to any cost-free interests previously reserved or conveyed, exceed five percent (5%) of the gross production, then at least one-half (½) of such interest exceeding five percent (5%) will be paid to the State of Wyoming by the assignor. It is also expressly agreed that any overriding royalty exceeding in the aggregate five percent (5%) may be cancelled by the Land Board if it finds such overriding creates a burden on lease operations or development.

[redacted] [redacted] 0050[redacted]

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease, substitute lease, or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 21st day of May, 1990.

BELCO PETROLEUM CORPORATION
Assignor - Lessee

WITNESS:

By: Robert J. Hermann
Robert J. Hermann
Vice President, Tax
Attest:

Secretary

Assignment Effective Date: 07-29-83

ACKNOWLEDGEMENT (For use by Individual)

State of Texas)
) ss.
County of Harris)

On this ____ day of ____, 1990, before me personally appeared Robert J. Hermann, Vice President-Tax, 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 21st day of May, 1990.

Carri Stevens
Notary Public

My Commission expires: 2-9-92

ACKNOWLEDGEMENT (For use by Corporation)

State of Texas)
) ss.
County of Harris)

On this 21st day of May, 1990, before me personally appeared Quincy T. Hinton, Jr., Attorney-in-Fact, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Enron Oil & Gas Company and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Quincy T. Hinton, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 21st day of May, 1990.

Carri Stevens
Notary Public

My Commission expires: 2-9-92

Assignment approved by the Commissioner of Public Lands: AUG 07 1990

(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.)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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

THAT CROSS TIMBERS PARTNERS, L.P. (formerly named Cross Timbers Partners), a Texas limited partnership ("Assignor"), with an address of 810 Houston Street, Suite 2000, Fort Worth, Texas 76102, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, grant, convey, transfer, assign, set over and deliver to Cross Timbers Oil Company, L.P., a Delaware limited partnership ("Assignee"), with an address of 810 Houston Street, Suite 2000, Fort Worth, Texas 76102, all of Assignor's right, title and interest in and to the following:

1. All estates, interests, rights and privileges described in Exhibit "A" attached hereto and made a part hereof by this reference, in, to and under the mineral interests, royalty interests, leases, pooling and other orders, pooling declarations, licenses, permits and other agreements described in Exhibit "A" attached hereto, and 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;

2. All personal property, fixtures, equipment and improvements appurtenant thereto or used or obtained in connection therewith or with the production, treating, transportation, sale or disposal of the hydrocarbons or water produced therefrom or attributable thereto; and

3. All other rights, titles and interests assigned or conveyed to Assignor by the instrument or instruments described in Exhibit "B" attached hereto and made a part hereof by this reference.

The rights, titles and interests hereby assigned and conveyed are hereinbelow referred to as "Said Property."

TO HAVE AND TO HOLD Said Property unto Assignee and its successors and assigns forever.

Assignor warrants and agrees to defend the title to Said Property against the lawful claims and demands of all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise, provided that 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 Said Property against Assignor's predecessors in title thereto.

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county or counties in which Said Property is located.

Separate assignments of certain items of Said Property may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Such assignments shall be deemed to contain all of the exceptions, warranties, rights, titles, powers

232489

RECORDED Dec 24 1991 11:00 A.M.
IN BOOK 87 016 PAGE 292
FEES Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

and privileges set forth herein as fully as though they were set forth in such assignments. The interests conveyed by such separate assignments are the same as, and not in addition to, said items of Said Property conveyed herein.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Where a description in Exhibit "A" covers an interest located in more than one county, such description may be included in a like instrument recorded in each county but such inclusion of the same description in more than one instrument does not have any cumulative effect as to the interests covered by such description.

Executed on February 15th, 1991.

ATTEST:

By: Virginia Anderson
Virginia Anderson,
Secretary of Cross
Timbers Production
Company

CROSS TIMBERS PARTNERS, L.P.

By: Cross Timbers Production Company, its general partner

By: Vaughn O. Vennerberg, II
Vaughn O. Vennerberg, II
Vice President - Land

"ASSIGNOR"

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 15th day of February, 1991, by Vaughn O. Vennerberg, II, as Vice President - Land of Cross Timbers Production Company, general partner of Cross Timbers Partners, L.P., on behalf of Cross Timbers Partners, L.P.

Kim Fields Rhoads
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

KIM FIELDS RHOADS
Notary Public in and for the State of Texas
My Commission Expires 11-13-91

0291\mlpi\crosstim\sublette.asg

Address of Assignor:

Cross Timbers Partners, L.P.
810 Houston Street, Suite 2000
Fort Worth, Texas 76102

Address of Assignee:

Cross Timbers Oil Company, L.P.
810 Houston Street, Suite 2000
Fort Worth, Texas 76102

PREFACE TO EXHIBIT "A"
TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE
FROM CROSS TIMBERS PARTNERS, L.P.,
TO CROSS TIMBERS OIL COMPANY, L.P.

The recitations in the specific descriptions that certain of the interests are subject to specifically described agreements or other instruments shall not operate to subject any such interest to any such agreement or other instrument except to the extent that such agreement or other instrument is valid and presently subsisting with respect to and binding on such interest; nor shall the reference to any such agreement or other instrument be deemed to constitute a recognition by the parties that any such agreement or other instrument is valid except to the extent that such agreement or other instrument is presently in force and effect.

This conveyance is subject to valid and presently subsisting easements and rights of way, either of record or on the ground, affecting Said Property.

All recording references contained in this Exhibit "A" refer to the official records of the county or parish clerk or recorder of the county or parish in which the particular property is situated.

The showing in this Exhibit "A" of certain Acquisitions, partnership names or percentages and System Lease & Reference No. is for internal reference purposes and shall have no other significance.

Where properties in the same county or parish are described on more than one page and the first page for such county or parish contains the column headings, "Lessor Name", "Original Lessee Name", "Lease Date", "Book" and "Page Entry No", such column headings shall apply to the other pages for such county or parish.

The showing of "Cross Timbers Group" under the column for "Lessor Name" means that Assignor is the fee owner of the mineral or royalty interest described; and in such cases references to the "Lease Date", "Book" and "Page Entry No." are to a source mineral or royalty conveyance or reservation. "Cross Timbers Group" means "Assignor."

Where Exhibit "A" sets out descriptions of undivided interests in land, reference is made to the assignments or conveyances into Assignor for the nature of the interests. Specifically and not by way of limitation, reference is made to those mineral or royalty deeds effective January 1, 1990, from Harris Trust and Savings Bank, Trustee, to Hickory Timbers Limited Partnership and mineral or royalty deeds affecting the same properties from Hickory Timbers Limited Partnership to Assignor which describe the same land as in Exhibit "A" attached hereto for a more complete description of the nature of Assignor's interest in such land.

EXHIBIT A

SUBLETTE COUNTY, WYOMING

SYSTEM LEASE & REFERENCE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LEASE DATE	BOOK	PAGE ENTRY NO	COUNTY
7032						
24-7775-00	USA W-92217	GORDON S. WISE	12/01/48			SUBLETTE COUNTY, WYOMING
	LEGAL DESCRIPTION					
7033	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE NE/4 OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING, FROM THE SURFACE DOWN TO 3,359 FEET.					
24-7776-00	USA W-92216	E. CECIL MCGAVIN	7/01/48			SUBLETTE COUNTY, WYOMING
	LEGAL DESCRIPTION					
7034	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE SW/4 NE/4, SE/4 NW/4, NE/4 SW/4, NW/4 SE/4 AND S/2 SE/4 OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 112 WEST, FROM THE SURFACE DOWN TO 3,359 FEET.					
24-7777-00	WILLIAM J. MCGINNIS AND MAMIE MCGINNIS, HUSBAND AND WIFE	BELCO PETROLEUM CORP.	3/12/63	36	119	SUBLETTE COUNTY, WYOMING
	LEGAL DESCRIPTION					
	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE NE/4 SE/4 OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 112 WEST, SUBLETTE COUNTY, WYOMING, FROM THE SURFACE DOWN TO 3,359 FEET.					

962

EXHIBIT "B"
TO ASSIGNMENT, BILL OF SALE AND CONVEYANCE
FROM CROSS TIMBERS PARTNERS, L.P.,
TO CROSS TIMBERS OIL COMPANY, L.P.

Sublette County, Wyoming

Assignment, Bill of Sale and Conveyance from North Timbers Limited Partnership to Cross Timbers Partners dated effective December 31, 1987 recorded at Volume 81, Page 170, Records of Sublette County, Wyoming.

Assignment, Bill of Sale and Conveyance from East Timbers Limited Partnership to Cross Timbers Partners dated effective December 31, 1987 recorded at Volume 81, Page 170, Records of Sublette County, Wyoming.

Assignment, Bill of Sale and Conveyance from West Timbers Limited Partnership to Cross Timbers Partners dated effective December 31, 1987 recorded at Volume 81, Page 170, Records of Sublette County, Wyoming.

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE # Ev. 025949

KNOW ALL MEN BY THESE PRESENT, That EDWINA STILL

of 6980 E. Girard, #407, Denver, CO 80224,
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:

EDWINA STILL TRUST, dated April 2, 1991

Being in all total of an undivided 1/4 of 1% overriding royalty on all of the oil, gas, and other hydrocarbon substances that may be produced, saved, and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

Township 27 North, Range 114 West, 6th P.M.

Section 12: E½; E½SW¼; SE¼NW¼
Section 13: W½; W½E½

Containing 920 acres, more or less.

WITNESS my hand this 11th day of April, 1991.

WITNESS:

Robert Kramer

ASSIGNOR:

Edwina Still

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 11th day of April, 1991, by Edwina Still.

WITNESS my hand and official seal.

My Commission Expires: 6-8-1994

Constance C. Buella
Notary Public

NOTARY PUBLIC
CONSTANCE C. BUELLA

232599

RECORDED Apr. 15 1991 2:40 P M
IN BOOK 87 016 PAGE 298
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lou

QUIT CLAIM DEED

Dale D. Smith
1771 South Niagara Way
Denver, Colorado 80224

does hereby quitclaim, assign and convey to

Dale D. Smith and Ann M. Smith, as Joint Tenants
1771 South Niagara Way
Denver, Colorado 80224

all of his right, title and interest in and to the following described land located in Sublette County, Wyoming:

Township 32 North, Range 114 West
Section 17: NE/4SW/4
Section 20: N/2SE/4

Dated April 5, 1991.

Dale D. Smith

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

The foregoing instrument was acknowledged before me on April 5, 1991, by Dale D. Smith.

Witness my hand and official seal.

My Commission Expires 7-13-91.

Kathryn A. Dietrich
Notary Public
Residing at 410 17th St. #1240
Denver, Co 80202

The actual consideration for this deed is less than $10.00.

NOTARY PUBLIC
KATHRYN A. DIETRICH
STATE OF COLORADO

After recording please return to

William B. Collister
410 - 17th Street, Suite 1240
Denver, Colorado 80202-4402

Indicate recording fee $_____

232668

RECORDED April 18 1991 3:15 P M
IN BOOK 87 Otg PAGE 299
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

20,128

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Wold Oil & Gas Company (Assignor), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, does hereby sell, assign, transfer and convey unto Wold University Endowment Fund ----------, of 139 West 2nd St., Suite 200, Casper, Wyoming 82601 ---------- (Assignee), an overriding royalty of .5 ---------- percent (½ of 1% of 8/8------) of the amount or value of all oil, gas, gas condensate, and all other liquid or liquifiable hydrocarbon substances and all other valuable gases, materials, matters, minerals, solutions, substances and vapors, whether similar or dissimilar, associated and produced therewith (the "product") produced, saved, or marketed from the lands described below and located in Sublette County, Wyoming, under and pursuant to the certain Oil and Gas Lease from the United States of America -------- to Peter I.Wold ----------, effective July 1, 1982, as lease/contract No. W-80186, to wit:

T. 28N., R. 113W., 6th P.M.
Sec. 2: SENW, SWSW, E½SW
Sec. 3: S½SE
Sec. 10: E½ --- containing 560.00 acres m/l

The value upon which the overriding royalty is to be paid is the price ultimately paid for the product to the Lessee without deduction for any costs the Lessee may incur for development, operating, production, processing, or transportation costs on the product, save and except that Assignee shall bear its proper share of the expense of ad valorem and severance taxes. Said overriding royalty shall be computed and paid at the same time as royalties on production are payable to the Lessor under said lease, and in no event shall said overriding royalty be based on a value or amount less than that upon which the royalty payable to the Lessor under said lease is based.

The overriding royalty, in kind or cash at Assignee's election, shall be payable to Assignee on all sums and amounts of money, bonuses, premiums, and all other benefits in cash, kind or otherwise derived, received or realized by, or to inure to the benefit of Lessee (including advance payments under take-or-pay contracts) from the exchange, sale, swap or use of any one or more of said products derived from the above-described lands.

IN WITNESS WHEREOF, this assignment is executed and delivered this 15th day of April, 19 91, but shall be effective as of April 1, 19 91.

ATTEST: WITNESS:

John P Wold

ASSIGNOR: WOLD OIL & GAS COMPANY

Peter I. Wold

Peter I. Wold, Partner

232670

RECORDED April 18 1991 3:30 P M
IN BOOK 87 OF G PAGE 300
FEES $ Fee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF Wyoming)
)
COUNTY OF Natrona)

On this 15th day of April, 19 91, before me, a Notary Public in and for said county, personally appeared Peter I. Wold, general partner of Wold Oil & Gas Company ----------, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said partnership.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

My Commission Expires:

[illegible] 1992

Notary Public

Judith L. Highfill Notary Public
County of Natrona
State of Wyoming
My Commission Expires Nov [illegible]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), is from S & S ENERGY, INC., a Texas corporation ("Assignor") whose address is 330 North Belt East, Suite 210, Houston, Texas 77060, to FMC CORPORATION, a Delaware corporation, whose address is P.O. Box 872, Green River, Wyoming 82935, (collectively herein called "Assignee").

For and in consideration of $100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, transfers, sets over, assigns, conveys and delivers all of its Interests (as defined below) to Assignee. As used herein, "Interests" shall mean: (a) the undivided operating interests and net revenue interests described in Exhibit A attached hereto in and to the estates created by the leases described in Exhibit A (herein called the "Leases"), insofar as the Leases cover and relate to the land described in Exhibit A together with the right to be operator under applicable operating agreements (herein called the "Land"), subject only to the restrictions, exceptions, conditions, limitations, interests and other matters set forth in the specific descriptions of the Leases in Exhibit A; (b) identical undivided interests in and to all the property and rights incident thereto, including, to the extent transferable, all unitization agreements, operating agreements, all product purchase and sale contracts, leases, permits, salt water disposal permits and agreements, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto; (c) identical undivided interests in and to all of the personal property, fixtures and improvements now or as of the Effective

232695

RECORDED April 22 1991 3:30 P M
IN BOOK E7 C+D PAGE 301
FEES $ 5.00 Mary L. Garaid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Time (as defined below) located on or 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 with the production, treatment, sale of hydrocarbons or disposal of water produced therefrom or attributable thereto; (d) all of Assignors other rights and interests in and to the Land and the equipment, storage facilities, processing plants, power stations, inventory and supplies and field offices located on or used in connection with the Leases on the Effective Time; (as defined below) and (e) all other rights, interests, powers, privileges and benefits that Assignor may hold as to the land.

TO HAVE AND TO HOLD the Interests unto Assignee and their respective heirs, personal representatives, administrators, successors and assigns forever.

It is understood and agreed that this Assignment is made and accepted subject to all of the terms and provisions of that certain unrecorded Agreement for Purchase and Sale of Oil and Gas Properties (the "Agreement") by and among, inter alios, Petro-Lewis Corporation, et al., and Graham Royalty, Ltd., et al. dated March 27, 1987 and Assignee shall impose on their respective assigns and require their assigns to impose on their successive assigns, the obligation to make any assignments of an interest in the Interests, or any portion thereof, similarly subject to the Agreement.

Assignor, for itself and its successors and assigns, represents, warrants and agrees to and with Assignee, its respective heirs, personal representatives, administrators, successors and assigns, that the Interests are free and clear of all liens, encumbrances, burdens and defects of title arising by, through or under Assignor, but not otherwise, and Assignor, its

successors and assigns, shall warrant and forever defend the title of Assignee and its respective heirs, personal representatives, administrators, successors and assigns to the Interests against all persons claiming or to claim an interest therein by, through or under Assignor, but not otherwise. THIS ASSIGNMENT IS FURTHER MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED "AS IS" WITHOUT WARRANTIES OF MARKETABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

Assignor hereby indemnifies, protects and holds harmless Assignee and will defend Assignee against any and all claims or lawsuits which are or may be asserted against Assignee by any government, government agency, person or other entity relating to the properties assigned and facilities pertaining thereto insofar as such claim or lawsuit arises f om any act or omission of Assignor or Assignor's agents or contractors during the period of time that Assignor held the properties assigned up to the date of the execution and delivery of this Assignment. This indemnification includes, but is not limited to, the payment of Assignee's attorney's fees and fees of experts reasonably required by Assignee in responding to any investigation that may be undertaken preliminary to asserting any claim and any loss or harm suffered by Assignee on account of any claim or lawsuit involving any civil, criminal or administrative or other proceeding of any type, formal or informal, which is related to the properties and the interests here assigned and arising in whole or in part under any federal, state or local statute or regulation or other rule whose purpose is the protection of the public health, welfare or environment, including, without limitation, protection of forms of life, land, water, ground water or air. Assignor's indemnification as to loss suffered by Assignee shall be limited in amount to $100,000.

Similarly, Assignee indemnifies Assignor against all such claims and lawsuits arising or related to any act or omission of Assignee, its agents or contractors occurring from and after the date that title to the properties passes from Assignor to Assignee. Assignee's indemnification as to loss suffered by Assignor shall be limited in amount to $100,000.

The provisions hereof shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

In the event two or more Oil and Gas Properties cover the same land (e.g., an oil and gas leasehold interest included within the Oil and Gas Properties may cover the same land as a mineral, royalty or overriding royalty interest included within the Oil and Gas Properties), no merger of title shall occur, and each of the Oil and Gas Properties covering the same land is conveyed and shall be owned by Assignee as a separate and distinct property.

Separate assignments may be executed by Assignor to Assignees affecting interests in Oil and Gas Properties which are conveyed by this instrument. Those assignments shall be deemed to contain all of the warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed herein. Assignor agrees to execute and deliver to Assignee any such separate assignments or other instruments as may be requested by Assignee in order to perfect the assignment and transfer of the record title or operating rights in the leases shown on Exhibit A in order to effectively carry out the intent and purposes of this assignment.

By this Assignment the parties intend that Assignor conveys to Assignee; and Assignor hereby does so convey to Assignee all of its operating rights, working interests, and record title (including the right to operate) in the leases identified on Exhibit A subject to the terms and restrictions hereof.

Assignor shall at Assignee's request transfer to Assignee all of its files, or copies thereof, relating to Federal Lease Serial Number Evanston 025545 so as to enable Assignee to properly apportion expenses and revenue relating to operations on the lands covered by such lease as set forth on Exhibit A.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representatives, administrators, successors and assigns.

References in this Agreement and in the attached Exhibit "A" to contracts, agreements or instruments shall not be deemed to ratify or create any rights in favor of any third party.

IN WITNESS WHEREOF, this instrument is signed and executed in multiple counterparts on the date indicated in the acknowledgment hereof but, notwithstanding anything else to the contrary contained herein, it is hereby stipulated and agreed that this Assignment shall be effective as of 7:00 o'clock A.M., local time, April 1, 1991 (the "Effective Time").

ASSIGNOR:

S & S ENERGY, INC.

ATTEST

Susan B. Rector
Secretary

By: Stephen W. Rector
Stephen W. Rector
President

ASSIGNEE:

ATTEST:

FMC CORPORATION

David Del Carlo

J. F. Daley

STATE OF Texas)

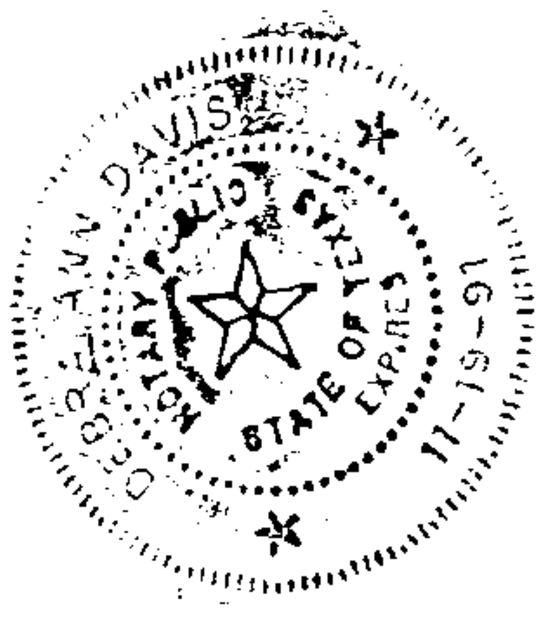
) ss.

COUNTY OF Harris)

(COLORADO, NEW MEXICO AND WYOMING)

The foregoing instrument was acknowledged before me this 19th day of April, 1991, by Stephen W. Rector as the President of S & S ENERGY, INC., a Texas corporation, on behalf of the corporation.

Witness my hand and official seal.



Debra Ann Davis
Notary

My commission expires 11/19, 1991.

STATE OF Wyoming)

) ss.

COUNTY OF Sweetwater)

(COLORADO, NEW MEXICO AND WYOMING)

The foregoing instrument was acknowledged before me this 19th day of April, 1991, by K. D. Dailey as the Executive V.P. of FMC CORPORATION, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary

My commission expires Sept. 24, 1991.

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated March _____, 1991, effective March 1, 1991, by S & S Energy, Inc., and FMC Corporation.

PROPERTY NAME: State 41-36, State 33-36
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lessor	Lessee	Lease date	Book/Page/Entry
State of Wyoming Serial Number 66-15523	Nat Novick	10/2/66	48/143

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

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

Subject to the following:

CONTRACT NUMBER:

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

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

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

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

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

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

7. Any and all other contracts, agreements, burdens and encumbrances concerning or affecting the above-described leases and lands which are of record as of March 31, 1991, but excluding any matters arising by, through or under Assignor.

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

State 41-36 Well

Operating Interest 84.887310%*

Net Revenue Interest 64.089920%*

State 33-36 Well

Operating Interest 42.443660%*

Net Revenue Interest 34.697685%*

* As of the Effective Date, these interests are subject to nonconsent provisions under the applicable operating agreement.

EXHIBIT "A"
(CONTINUED)

PROPERTY NAME: Federal 33-24
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lessor	Lessee	Lease date	Book/Page/Entry
The United States of America Serial Number W-15340	Ruth Fox Sears	10/1/68	47/505

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

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

Subject to the following:

CONTRACT NUMBER:

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

2. A proportionate share of overriding royalties totaling 5.0%;

3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., as Operator, and Dalco Oil Company, et al, as Non-Operator;

4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

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

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

7. Any and all other contracts, agreements, burdens and encumbrances concerning or affecting the above-described leases and lands which are of record as of March 31, 1991, but excluding any matters arising by, through or under Assignor.

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

From the surface to the stratigraphic equivalent of the depth of 4900 feet as identified in the MMC - No. 1 Government Mobil test located in the SW/4 SW/4 Sec. 19, T27N, R111W.

Operating Interest 48.507040%

Net Revenue Interest 40.018370%

Below the stratigraphic equivalent of 4900 feet as identified in the Government No. 1 Mobil well.

Operating Interest 24.253500%

Net Revenue Interest 20.009150%

EXHIBIT "A"
(CONTINUED)

PROPERTY NAME: Federal 22-31
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lessor	Lessee	Lease date	Book/Page/Entry
The United States of America Serial Number W-2690	Mrs. Margaret E. Allen	10/21/66	47/477

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

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

Subject to the following:

CONTRACT NUMBER:

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

2. A proportionate share of overriding royalties totaling 5.0%;

3. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

4. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;

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

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

7. Any and all other contracts, agreements, burdens and encumbrances concerning or affecting the above-described leases and lands which are of record as of March 31, 1991, but excluding any matters arising by, through or under Assignor.

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

Operating Interest 24.253500%

Net Revenue Interest 20.009150%

EXHIBIT "A"
(CONTINUED)

PROPERTY NAME: Federal 33-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lessor	Lessee	Lease date	Book/Page/Entry
United States of America Serial Number W-3776	Josephine E. Frye	2/1/67	41/445

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

T. 27 N., R. 112 W., 6th P.M.
Section 13: W/2 W/2;
Section 25: E/2

Subject to the following:

CONTRACT NUMBER:

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

2. A proportionate share of overriding royalties totaling 5.0%;

3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;

4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

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

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

7. Any and all other contracts, agreements, burdens and encumbrances concerning or affecting the above-described leases and lands which are of record as of March 31, 1991, but excluding any matters arising by, through or under Assignor.

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

Operating Interest 24.253500%

Net Revenue Interest 20.009150%

EXHIBIT "A"
(CONTINUED)

PROPERTY NAME: Federal 22-25
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lessor	Lessee	Lease date	Book/Page/Entry
The United States of America Serial Number W-2108	Jas O. Breene Jr.	11/1/66	47/373

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

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

Subject to the following:

CONTRACT NUMBER:

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

2. A proportionate share of overriding royalties totaling 11.25% before payout and 5.0% after farmout payout;

3. Operating Agreement dated January 4, 1972, among Westrans Petroleum, Inc., et al;

4. Gas Purchase Agreement dated August 1, 1972, among Westrans Petroleum, Inc., et al, as Sellers, and FMC Corporation, as Buyer;

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

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

7. Any and all other contracts, agreements, burdens and encumbrances concerning or affecting the above-described leases and lands which are of record as of March 31, 1991, but excluding any matters arising by, through or under Assignor.

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

Operating Interest 24.253520%

Net Revenue Interest 20.009150%

[redacted] [redacted] [redacted]

EXHIBIT "A"
(CONTINUED)

PROPERTY NAME: Federal 16-26
FIELD: Bird Canyon
COUNTY: Sublette STATE: Wyoming

Lessor	Lessee	Lease date	Book/Page/Entry
The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48	

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

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

Subject to the following:

CONTRACT NUMBER:

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

2. A proportionate share of overriding royalties totaling 17.0% before payout and 4.5% after payout;

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

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

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

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

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

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

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

10. A depth limitation from the top of the Baxter Formation down to the stratigraphic equivalent of 9407 feet.

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

12. Any and all other contracts, agreements, burdens and encumbrances concerning or affecting the above-described leases and lands which are of record as of March 31, 1991, but excluding any matters arising by, through or under Assignor.

EXHIBIT "A"
(CONTINUED)

Lessor	Lessee	Lease date	Book/Page/Entry
The United States of America Serial Number Evanston-025548	K. Dean Butler	1/1/48	

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

T. 27 N., R. 112 W., 6th P.M.
Section 26: W/2, SE/4

Subject to the following:

CONTRACT NUMBER:

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

2. A proportionate share of overriding royalties totaling 4.5%;

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

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

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

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

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

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

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

10. A depth limitation from the top of the Baxter Formation down to the stratigraphic equivalent of 9407 feet.

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

12. Any and all other contracts, agreements, burdens and encumbrances concerning or affecting the above-described leases and lands which are of record as of March 31, 1991, but excluding any matters arising by, through or under Assignor.

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

AS TO NE/4

	BPO	APO
Operating Interest	48.506800%	24.253400%
Net Revenue Interest	34.197294%	20.130322%

[redacted] [redacted] [redacted]

EXHIBIT "A"
(CONTINUED)

AS TO W/2, SE/4

	BPO	APO
Operating Interest	24.253400%	24.253400%
Net Revenue Interest	20.130322%	20.130322%

ORR-66
Sublette County, Wyoming

CORRECTION ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE(S)

I. THE ASSIGNOR (whether one or more), the undersigned,

Comdisco Resources, Inc.
1777 S. Harrison Street, P1
Denver, CO 80210

in consideration of $10.00 and other valuable consideration, the receipt of which is acknowledged, does sell, assign, transfer and convey to ASSIGNEE without covenants of warranty, express or implied, ALL of ASSIGNOR's working interest and overriding royalty interest in the described Oil and Gas Lease(s) (with all rights incident to said interest and personal property appurtenant thereto or obtained in connection therewith) insofar as said lease(s) affects the described land.

II. ASSIGNEE

NBB Oil & Gas Partners (U.S.A.)
c/o Duncan Energy Company
1777 S. Harrison Street, P1
Denver, CO 80210

III. LEASE(S)

Lessor	Lessee	Date Recorded	Land Description

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IV. This conveyance is specifically made subject to all previously reserved and/or conveyed overriding royalties; and all terms, provisions, covenants and royalties set forth in the leases attached hereto.

Dated this 1st day of April, 1991, but effective as of February 1, 1990.

ATTEST:
Cecilia
Secretary

COMDISCO RESOURCES, INC.

By Hiram W. Lewis III
Hiram W. Lewis, III
Vice President

232711

RECORDED April 24 1991 9:15 A M
IN BOOK 87 O&G PAGE 316
FEES $ 9.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of April, 1991, by Hiram W. Lewis, III, Vice President of Comdisco Resources, Inc.

WITNESS my hand and official seal.

My Commission Expires: 6-19-92

Notary Public

Attached to and made a part of that Correction Assignment of Interest in Oil & Gas Lease(s) dated April 1, 1991, between Comdisco Resources, Inc., Assignor, and NBB Oil & Gas Partners (U.S.A.), Assignee.

Exhibit "A"
Sublette County, Wyoming

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	M32BA	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
STEVENS	OK	001S	005W	33	SW	1453	ORR74	80.0000	.0000	3.1040
***								80.0000	.0000	3.1040
SUBLETTE	WY	28N	115W	26	NE	251	ORR66	160.0000	.0000	5.4320

Attached to and made a part of that Correction Assignment of Interest in Oil & Gas Lease(s) dated April 1, 1991, between Comdisco Resources, Inc., Assignor, and NBB Oil & Gas Partners (U.S.A.), Assignee.

Exhibit "A"
Sublette County, Wyoming

County	State	Twns	Range	Sec	QSec	ID	File	Gross Lease Acres	Net Mineral Acres	Net Royalty Acres
SUBLETTE	WY	28N	115W	26	NW	252	ORR66	160.0000	.0000	5.4320
SUBLETTE	WY	28N	115W	26	SE	254	ORR66	160.0000	.0000	5.4320
SUBLETTE	WY	28N	115W	26	SW	253	ORR66	160.0000	.0000	5.4320
SUBLETTE	WY	28N	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	681	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

AFFIDAVIT

STATE OF WYOMING §
§ ss.
COUNTY OF SUBLETTE §

R. H. LEFFINGWELL, being duly sworn, deposes and says that:

1. He is Agent & Attorney-in-Fact for Enron Oil & Gas Company.

2. He is familiar with the document listed below which affect property or lands located in Township 27 North, Range 113 West, Section 36; All, Sublette County, Wyoming. The lease involved is State of Wyoming #0-11141.

   (a) State of Wyoming Oil & Gas Interest Assignment between Belco Petroleum Corporation as Assignor and Enron Oil & Gas Company (Successor in interest through merger with Belco Development Corp.), approved effective February 15, 1991 by Commissioner of Public Lands.

   This document is attached as an Exhibit to this Affidavit.

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 the Sublette County Recorder Office, State of Wyoming.

Subscribed and sworn to before me this 19th day of April, 1991.

ENRON OIL & GAS COMPANY

R. H. Leffingwell
Agent & Attorney-in-Fact
"Affiant"

232722

RECORDED April 25 1991 4:00 PM
IN BOOK 87 O&G PAGE 319
FEES $10.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF TEXAS §
§ ss.
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 19th day of April, 1991 by R. H. Leffingwell.

By: mary Riley

WITNESS my hand and official seal

2-8-92
My Commission Expires

Carrie Stevens
Notary Public

affidavit/2

CARRIE STEVENS NOTARY PUBLIC STATE OF TEXAS MY COMMISSION EXPIRES FEBRUARY 8, 1992

320

Effective 11-86
Form ML-2
(revised 4-89)

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 0-11141, effective May 16, 19 51, described completely as follows:

Section 36, Township 27 North, Range 113 West

County Sublette Total Acres 640

ASSIGNOR, Belco Petroleum Corporation

with address at P. O. Box 1188
Houston, TX 77251-1188,

being the owner of * percent undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 27 North, Range 113W - Section 36

* 100% - Leasehold Interest as to the entire lease
Tr. 1: * 100% - NWNE, NW, NWSW, NESW, W2SWNE, all depths
Tr. 2: * 80% - SE, S2SW, E2NE, E2SWNE, from surface to base of Mesaverde Formation
Tr. 3: * 100% - SE, S2SW, E2NE, E2SWNE, below base of Mesaverde Formation

for good and valuable consideration, hereby assigns to:

(1) Enron Oil & Gas Company (Successor in interest through merger with Belco Development Corp.), assignee, with address at:
P. O. Box 1188, Houston, TX 77251-1188, * percent interest in the lease; 0 percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent interest in the lease; _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent interest in the lease, _____ percent overriding royalty

(totaling ** percent of full leasehold interest), insofar as it covers the following described land:

Township 27 North, Range 113 West, Section 36

Tr. 1: ** 100% - NWNE, NW, NWSW, NESW, W2SWNE, all depths
Tr. 2: ** 80% - SE, S2SW, E2NE, E2SWNE, from surface to base of Mesaverde Formation
Tr. 3: ** 100% - SE, S2SW, E2NE, E2SWNE, below base of Mesaverde Formation
** 100% - Leasehold Interest as to the entire lease

containing 640 acres, more or less, and retaining 0 percent interest in this lease and reserving unto assignor overriding royalty interest of: 0,
subject to: 0% previous overriding royalty
_____.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

TO [redacted] TO HOLD unto assignee, [redacted] essors and assigns, subject [redacted] 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 26th day of September, 1990

Belco Petroleum Corporation
Assignor - Lessee

WITNESS:

_____

By: R J Hermann
Robert J. Hermann
Vice President - Tax

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 Texas }
County of Harris } ss.

On this 26th day of September, 19 90, before me personally appeared Robert J. Hermann, to me personally known, who, being by me duly sworn, did say that he is the Vice President - Tax of Belco Petroleum Corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Belco Petroleum Corporation acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 26th day of September, 1990.

Connie Hewes
Notary Public

My Commission expires: 2-9-92

Assignment approved by the Commissioner of Public Lands: FEB 1 6 1991

(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. 0-11141

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
X 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: Enron Oil & Gas Company

Address: P. O. Box 1158
Houston, TX 77251-1188

Telephone: 713/853-7439

Assignee's Signature
R. H. Leffingwell, Agent & Attorney-in-Fact

Assignee's Address
P. O. Box 1158, Houston, TX 77251-1188

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: _____ Retained Portion: _____

Company: _____ Company: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

Accepted By: _____ Accepted By: _____

AFFIDAVIT

STATE OF WYOMING §
§ ss.
COUNTY OF SUBLETTE §

R. H. LEFFINGWELL, being duly sworn, deposes and says that:

1. He is Director of Land Administration 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 111 West, Section 31; Lots 1, 2, 3, 4, E/2 W/2, W/2SE, Sublette County, Wyoming. The lease involved is a Federal Lease W-62791.

   (a) Transfer of Operating Rights (Sublease) in a lease for oil and gas or Geothermal Resources dated July 10, 1990, approved effective August 1, 1990, from Energetics 1988 Limited Partnership to Enron Oil & Gas Company conveying .6261227% of 8/8ths operating rights in the referenced lease limited only to those depths between 100 feet below the stratigraphic equivalent of the base of the Bear River formation to the stratigraphic equivalent of 11,200', being the total depth drilled in the Figure Four Canyon #6-31 well located in the SWNE of Sec. 31, 28 North, 111 West, Sublette County, Wyoming.

   This document is attached as an Exhibit 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 Sublette County Recorder Office, State of Wyoming.

Subscribed and sworn to before me this 15th day of April, 1991.

ENRON OIL & GAS COMPANY

R. H. Leffingwell
Director of Land Administration
"Affiant"

232723

RECORDED April 25 19 91 4:00 PM
IN BOOK 87 OIG PAGE 323
FEES $8.00 May L. Corbett COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By. Mary Riley

STATE OF TEXAS §
§ ss.
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 17th day of April, 1991 by R. H. Leffingwell.

WITNESS my hand and official seal

My Commission Expires

Notary Public

CHERYL BRASHEAR
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 15, 1995

affidavit

0050334-000 Basic

324

Form 3000-3a
(June 1985)

BUREAU OF LAND MANAGEMENT

90 JUL 18 AM 9:30

RECEIVED
CHEYENNE, WYOMING

Oasis Prospect
0050384-000

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-62791

CERTIFIED

to be [illegible] copy of the record title

Type or print plainly in ink and sign in ink.

SEP 2 1990

BUREAU OF LAND MANAGEMENT

PART A: TRANSFER

1. Transferee (Sublessee)* Enron Oil & Gas Company
   Street P.O. Box 1188
   City, State, ZIP Code Houston, Texas 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 28 North, Range 111 West Section 31: Lots 1, 2, 3, 4, E½W½, W½SE¼ Containing 659.12 acres, more or less Sublette County, Wyoming	.894461% of 8/8ths	.6261227% of 8/8ths	.2683383% of 8/8ths	-0-	7.0%

Limited only to those depths between 100 feet below the stratigraphic equivalent of the base of the Bear River formation to the stratigraphic equivalent of 11,200', being the total depth drilled in the Figure Four Canyon #6-31 well located in the SW¼NE¼ of Section 31, Township 23 North, Range 111 West, Sublette County, Wyoming.

This assignment is subject to that certain Farmout Agreement dated July 28, 1988, as amended, by and between General Atlantic Energy Corporation and Enron Oil & Gas Company and to that certain Ratification of Farmout Agreement dated August 1, 1988, between Enron Oil & Gas Company and Energetics 1988 Limited Partnership.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective AUG 1 1990

By Beverly J. Pateet
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 04 1990
(Date)

0050384-000

ORIGINAL

[redacted] [redacted] [redacted]

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

CERTIFIED

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

SEP 21 1990

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 10th day of July, 19 90
but effective November 15, 1988.

Name of Transferor Energetics 1988 Limited Partnership
Please type or print

Transferor _____ (Signature)
or
Attorney-in-fact _____ (Signature)

6200 S. Syracuse Way, Suite 445
(Transferor's Address)

Englewood, Colorado 80111
(City) (State) (Zip Code)

Executed this 12th day of July, 19 90

ENRON OIL & GAS COMPANY

Transferee _____ (Signature)
or
Agent and 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.

Producers 88 - Paid Up

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 10th day of April, 19 91, by and between

Inez P. Finnegan, also known as Inez Finnegan, a widow, by Kathleen Bardin King, Attorney-In-Fact

P.O.Box 459

Big Piney, Wyoming 83113

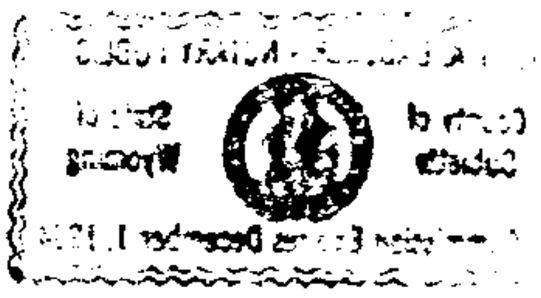
hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 2035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that lessor, for and in consideration of ten or 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 30 North; Range 114 West, 6th P.M.
Section 15: $SW\frac{1}{4}$;
Section 21: $E\frac{1}{2}NE\frac{1}{4}$;
Section 22: $SE\frac{1}{4}NE\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$;
Section 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

232750

RECORDED Apr 26 1991 3:46 PM
IN BOOK 87 OG PAGE 326
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley



together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five(5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
   3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

[redacted] [redacted] [redacted]

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Kathleen Bardin King

Kathleen Bardin King
Attorney-In-Fact for
~~Inez P. Finnegan, also known as~~
Inez Finnegan, a widow.

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Kathleen Bardin King, Attorney-In-Fact for Inez P. Finnegan, aka Inez Finnegan known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that She executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22 ND day of APRIL, 1990

JUDY A. BABCOCK - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires December 1, 1994

Judy A. Babcock
Notary Public

My commission expires
December 1, 1994

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, 198 ____

My commission expires.

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that ____he____ executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 198 ____.

My commission expires

_____
Notary Public

Producers 88 - Paid Up

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 29th day of April, 19 91, by and between

CLIFFORD R. DANIELS, a widower,
Post Office Box 614
Big Piney, WYO. 83113

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that lessor, for and in consideration of ten or 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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 and being described as follows, to-wit:

Township 30 North; Range 114 West, 6th P.M.
Section 15: $SW\frac{1}{4}$;
Section 21: $E\frac{1}{2}NE\frac{1}{4}$;
Section 22: $SE\frac{1}{4}NE\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$;
Section 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

232851

RECORDED May 9 1991 2:10 P M
IN BOOK 87 O&G PAGE 328
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 960.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five(5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith, and operations shall be considered to be continuously prosecuted if no more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
   3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such formation or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for the drilling thereof have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease. Such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the operation and, particularly, all 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 this lease is committed to any such plan or agreement, Lessor shall execute any supplemental lease or agreement as may be deemed necessary by Lessee to effectuate operation 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 this lease and the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x Clifford R. Daniels

Clifford R. Daniels

S.S.# 524-10-3398

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

BEFORE ME, the undersigned authority, on this day personally appeared Clifford R. Daniels, a widower, 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 1ST day of MAY 1991

My commission expires

December 1, 1994

Judy A. Babcock

Notary Public

JUDY A. BABCOCK - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires December 1, 1994

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ 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 _____ day of _____, 198 _____

My commission expires

_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 198 _____

My commission expires:

_____

Notary Public

ASSIGNMENT OF LEASEHOLD INTERESTS

THIS ASSIGNMENT, dated April 9, 1991 is from DOLAR OIL PROPERTIES, a Sole Proprietorship, 9035 South 700 East, Suite 100A, Sandy, Utah 84070, ("Assignor") to R. K. O'CONNELL, Post Office Box 2003, Casper, Wyoming, 82602, ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, sells and assigns to Assignee all right, title and interest in, to, under and by virtue of the following oil and gas lease more particularly described on the Exhibit "A" attached hereto and made a part hereof.

Assignor covenants that the Interests are free and clear of encumbrances arising by, through or under Assignor, except as indicated herein, but not otherwise, and Assignee shall have the right of full substitution and subordinate in and to any and all rights and actions of covenants or warranty that Assignor may have against any and all preceding owners and vendors of the Interests. Assignor herein hereby expressly excepts, reserves and retains title to an undivided one percent of eight-eighths (1% of 8/8ths) of all oil, gas and casinghead gas produced, saved and marketed from the lands described on the attached exhibit "A" under the provisions of the aforesaid leases, or any extensions or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

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.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED to be effective for all purposes as of date above.

DOLAR OIL PROPERTIES

By: _____
Mark S. Dolar, Sole Proprietor

232886

RECORDED May 13 IN 91 240 BK
IN BOOK 87 O&G PAGE 330
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

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

The foregoing instrument was acknowledged before me this 12th day of April, 1991, by Mark S. Dolar, Sole Proprietor of Dolar Oil Properties, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

NOTARY PUBLIC STATE OF UTAH
My Commission Expires June 16, 1994
LUCY ANN LEEK
1611 E. Spyglass Cir.
Sandy, Utah
84092

Lucy Ann Leek
Notary Public

EXHIBIT "A"

Lease Schedule attached to and made a part of that certain Assignment of Leasehold Interests dated April 9, 1991, from Dolar Oil Properties, Assignor, to R. K. O'Connell, Assignee.

Tract I

LESSOR: Robert V. Thompson and Bette M. Thompson, Husband and wife;
LESSEE: DOLAR OIL PROPERTIES
LEASE DATED: February 10, 1991
RECORDING DATA: Book 870 O&G; Page 283
DESCRIPTION:

Township 30 North, Range 114 West, 6th P.M.

Section 3: NE1/4SE1/4
Section 14: SW1/4NE1/4, NW1/4NW1/4, S1/2NW1/4, SW1/4 W1/2SE1/4
Section 15: NE1/4NE1/4, SE1/4
Section 22: NE1/4NE1/4

Containing 680.00 acres, more or less

TRACT II

LESSOR: Frances M. Johnson, a single woman
LESSEE: Dolar Oil Properties
LEASE DATED: February 10, 1991
RECORDING DATA: Book 87 O&G; Page 281
DESCRIPTION:

Township 30 North, Range 114 West, 6th P.M.

Section 3: NE1/4SE1/4
Section 14: SW1/4NE1/4, NW1/4NW1/4, S1/2NW1/4, SW1/4 W1/2SE1/4
Section 15: NE1/4NE1/4, SE1/4
Section 22: NE1/4NE1/4

Containing 680.00 acres, more or less.

Sublette County, Wyoming

FORM T3

332

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 10th day of February, 19 91, a certain oil and gas lease was made, executed, and delivered by Robert V. Thompson, Power of Attorney for FRANCES M. JOHNSON, a single woman,

as Lessor, to DOLAR OIL PROPERTIES

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

Township 30 North; Range 114 West, 6th P.M.
Section 3: $NE\frac{1}{4}SE\frac{1}{4}$
Section 14: $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}$ $NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$
Section 15: $NE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$
Section 22: $NE\frac{1}{4}NE\frac{1}{4}$

232902

Containing 680.00 acres, more or less.

RECORDED May 15 1991 10:15 A.M.
IN BOOK 87 O&G PAGE 332
FEES $ Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Petty

said lease being recorded in Book 87 O&G at Page 281 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 6TH day of May, 19 91.

x Robert V. Thompson
Robert V. Thompson

x Bette M. Thompson
Bette M. Thompson

P. O. Box 220, Big Piney, WYO. 83113

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of WYOMING
County of SUBLETTE ss.

On this 6TH day of May in the year of 19 91, before me, a Notary Public within and for said County and State, personally appeared Robert V. Thompson and Bette M. Thompson, husband and wife, P. O. Box 220, Big Piney, WYO. 83113, known to me to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed.

JUDY A. BABCOCK - NOTARY PUBLIC
County of Sublette
State of Wyoming
My Commission Expires December 1, 1994

December 1, 1994
My Commission Expires:

Judy A. Babcock
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 10th day of April, 19 91, a certain oil and gas lease was made, executed, and delivered by Inez P. Finnegan, also known as Inez Finnegan, a widow, by Kathleen Bardin King, Attorney-In-Fact, P. O. Box 459, Big Piney, Wyoming 83113

as Lessor, to DOLAR OIL PROPERTIES

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

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

Containing 960.00 acres, more or less.

232903

RECORDED May 15, 19 91 10:54AM
IN BOOK 87 O&G 1" PAGE 333
FEES $4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marie Riley

said lease being recorded in Book 87 O&G at Page 326 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This ____ day of May, 19 91.

x May Brown Jones

May Brown Jones

205 Don Lee Drive, St. George, Utah 84770

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of UTAH
County of Washington ss.

On this 7TH day of May in the year of 1991, before me, a Notary Public within and for said County and State, personally appeared May Brown Jones known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

Pat Staheli
Notary Public

My Commission Expires:

CORPORATE FORM OF ACKNOWLEDGEMENT

PAT STAHELI
NOTARY PUBLIC - STATE of UTAH
c/o Heritage Savings & Loan Assn.
88 E. TABERNACLE - ST. GEORGE, UT 84770
COMM. EXP. 3-6-94

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
Notary Public

My Commission Expires:

FORM T3

334

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 10th day of April, 19 91, a certain oil and gas lease was made, executed, and delivered by Inez P. Finnegan, also known as Inez Finnegan, a widow, by Kathleen Bardin King, Attorney-In-Fact, P. O. Box 459, Big Piney, Wyoming 83113

as Lessor, to DOLAR OIL PROPERTIES

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

Township 30 North; Range 114 West, 6th P.M.
Section 15: $SW\frac{1}{4}$;
Section 21: $E\frac{1}{2}NE\frac{1}{4}$;
Section 22: $SE\frac{1}{4}NE\frac{1}{4}$; $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$;
Section 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres, more or less.

said lease being recorded in Book 87 O&G at Page 326 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 8th day of May, 1991.

232914

x Beulah Louise Riggan

Beulah Louise Riggan

P. O. Box 1826

Jackson, Wyoming 83001

RECORDED May 16, 1991 2:30 PM
IN BOOK 87 O&G PAGE 334
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Marilyn

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of WYOMING

County of TETON ss.

On this 8th day of May in the year of 1991, before me, a Notary Public within and for said County and State, personally appeared Beulah Louise Riggan

known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

R. MICHAEL MULLIKIN - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires February 12, 1995

Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of

County of ss.

On this day of A.D. 19, before me, a notary public in and for said county and state, appeared to me personally known, who being by me duly sworn, did say that he is the of said and that the seal affixed to said corporation, by authority of its board of directors, and said acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

[redacted] [redacted] [redacted]

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 10th day of April, 19 91, a certain oil and gas lease was made, executed, and delivered by Inez P. Finnegan, also known as Inez Finnegan, a widow, by Kathleen Bardin King, Attorney-In-Fact, P. O. Box 459, Big Piney, Wyoming 83113

as Lessor, to DOLAR OIL PROPERTIES

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

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

Containing 960.00 acres, more or less.

said lease being recorded in Book 87 O&G at Page 326 of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

232915

EXECUTED This 7th day of May, 19 91.

RECORDED May 16 19 91 2:30 PM
IN BOOK 87 O&G PAGE 335
FEES $ee Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kay

x Kathleen Bardin King
Kathleen Bardin King

1651 Milleg Heights, Big Piney, Wyo. 83113

INDIVIDUAL FORM OF ACKNOWLEDGEMENT

State of WYOMING
County of SUBLETTE ss.

On this 7TH day of May in the year of 19 91, before me, a Notary Public within and for said County and State, personally appeared Kathleen Bardin King known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed.

JUDY A. BABCOCK - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires December 1, 1994

December 1, 1994
My Commission Expires:

Judy A. Babcock
Notary Public

CORPORATE FORM OF ACKNOWLEDGEMENT

State of _____
County of _____ ss.

On this _____ day of _____ A.D. 19___, before me, a notary public in and for said county and state, appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of said _____ and that the seal affixed to said corporation, by authority of its board of directors, and said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

_____
My Commission Expires:

_____
Notary Public

QUITCLAIM MINERAL AND/OR ROYALTY DEED

KNOW ALL MEN BY THESE PRESENTS: That KAREN BREGG, aka KAREN SCHLAUDT BREGG, and DENNIS BREGG, wife and husband, with address of: 5504 Goucher Lane, Monona, Wisconsin 53716; JAMES SCHLAUDT and NANCY SCHLAUDT, husband and wife, with address of: 6119 Meadowlark Drive NE, Rockford, Michigan 49341; and STEVEN SCHLAUDT and PATTI SCHLAUDT, husband and wife, with address of: 159 Orlando Ave., Holland, Michigan 49423, GRANTORS, for the consideration of Ten Dollars and other good and valuable considerations, in hand paid, receipt of which is hereby acknowledged, CONVEY AND QUITCLAIM to LEO A. RILEY, TRUSTEE OF THE CATRON TRUST CREATED ON APRIL 18, 1991, GRANTEE, with address of: 141 So. Center St., #200, Casper, Wyoming, 82601, all of their right, title and interest in and to the oil, gas and other minerals and/or royalties in, under and on the following described real property situate in the County of Sublette, State of Wyoming, to-wit:

TOWNSHIP 37 NORTH, RANGE 114 WEST OF THE 6TH P. M.
Section 23: E½

together with all appurtenances thereto and the undersign release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

232929 Witness our hands this 19th day of April, 1991.

RECORDED May 20 1991 8:15 A.M.
BOOK 67 OR 4 PAGE 336
FEES 4.00 Maryland/DR COUNTY CLERK
SUBLETTE COUNTY CLERK
by Kathryn Hoskins

KAREN BREGG, aka KAREN SCHLAUDT BREGG

DENNIS BREGG

JAMES SCHLAUDT

NANCY SCHLAUDT

STEVEN SCHLAUDT

PATTI SCHLAUDT

** The signature of Dennis Bregg is provided for purposes of compliance with Wyoming law. Dennis Bregg claims no interest, marital or otherwise, in the above-described property rights pursuant to Wisconsin Marital Property Law.

STATE OF WISCONSIN)
COUNTY OF DANE) SS

The foregoing instrument was acknowledged before me by KAREN BREGG, aka KAREN SCHLAUDT BREGG, and DENNIS BREGG, wife and husband, this 19th day of April, 1991.

Witness my hand and official seal.

NOTARY PUBLIC

STATE OF MICHIGAN)
COUNTY OF KENT) SS

The foregoing instrument was acknowledged before me by JAMES SCHLAUDT and NANCY SCHLAUDT, husband and wife, this 20th day of April, 1991.

Witness my hand and official seal.

My Commission Expires [redacted] 2004

NOTARY PUBLIC

STATE OF MICHIGAN)
COUNTY OF KENT) SS

The foregoing instrument was acknowledged before me by STEVEN SCHLAUDT and PATTI SCHLAUDT, husband and wife, this 20th day of April, 1991.

Witness my hand and official seal.

NOTARY PUBLIC

[redacted]

232948

RECORDED [redacted] IN BOOK 87 [redacted] PAGE 337
FEES $8.00 Mary L. Lankford/COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheney, Deputy

Released Book 15, Page 556.

ASSIGNMENT OF BONUSES, RENTALS AND ROYALTIES

-OIL, GAS AND MINERALS-

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS HIGH MOUNTAIN RANCHES, INC., a Wyoming corporation, successor in interest to Antelope Run Ranch, Inc., a Wyoming corporation, of the County of Fairfield, State of Connecticut, hereinafter called the "Owner", have executed a Note to the METROPOLITAN LIFE INSURANCE COMPANY, of One Madison Avenue, New York, New York, hereinafter called the "Company", in the amount of $315,000.00, dated September 25, 1989, secured by a Supplemental First Mortgage dated MAY 13, 1991, covering the following described premises located in Sublette County, Wyoming:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

AND, WHEREAS, said premises are now leased for oil, gas and mineral development, or are about to be so leased, and the Owner desires to assign to the Company all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s), with the right at its option to demand and receive the same at any time and apply same on said Note and Mortgage and for taxes, insurance and repairs.

NOW, THEREFORE, in consideration of the premises and the sum of $1.00, receipt of which is hereby acknowledged, the Owner assigns to the Company all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s) and under all future oil, gas and mineral leases made during the term of the mortgage with the right at its option to demand and receive the same at any time, and apply the same on said Note and Mortgage and for taxes, insurance and repairs.

PROVIDED, HOWEVER, that all bonuses, delay rentals and royalties and other benefits accruing are to be paid to the Owner until demand therefor is made of the legal holder(s) of such lease(s), evidenced by written notice that said delay rentals and royalties are to be paid to the Company at a place to be designated in said notice.

The word "Mortgage" as used in this assignment shall be construed to include Deed of Trust. The word "Owner" shall be construed to mean the person, or persons, who execute this assignment as owner, whether one or more, and also the heirs, devisees, personal representatives, successors and assigns of the Owner. The word "Company" shall be construed to include the successors and assigns of the Company.

This assignment is to remain in force during the term of said Note and Mortgage, and any renewal or extension thereof, and is to terminate and become null and void upon the release of said mortgage.

IN WITNESS WHEREOF, the Owner has signed this instrument this 13 day of May, 1991.

HIGH MOUNTAIN RANCHES, INC.,
a Wyoming corporation

Leon C. Hirsch, President

STATE OF CT)
) SS
COUNTY OF Fairfield)

On this 13 day of May, 1991, before me, the undersigned, a Notary Public for the State of Connecticut, personally appeared Leon C. Hirsch known to me to be the President of High Mountain Ranches, Inc., a Corporation, who executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)

Notary Public in and for the
State of Connecticut
Residing at Norwalk
My commission expires 3/31/95

EXHIBIT "A"

A tract of land located in the S/2SW/4 of Section 24, Township 33 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the Northeast corner of the S/2SW/4 of said Section 24, thence S.00°03'55"E., along the east line of the S/2SW/4, a distance of 849.77 feet, to a point on the centerline of Sublette County Road No. 23-117; thence, N.71°38'55"W., along the centerline of said road, a distance of 2453.89 feet; thence, N.58°18'55"W., continuing along the centerline of said road, a distance of 209.11 feet, to a point on the north line of the S/2SW/4; thence, S.89°15'12"E., along the north line of the S/2SW/4, a distance of 2506.29 feet, to the northeast corner of the S/2SW/4, the point of beginning.

Producers 88 - Revised
Wyoming P...

OIL AND GAS LEASE 340

THIS AGREEMENT made and entered into this 17th day of April 19 91 by and between

MAE E. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, AKA JAS F. MICKELSON, AKA JAMES FRANCIS MICKELSON, DECEASED; GORDON M. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, AKA JAS F. MICKELSON, AKA JAMES FRANCIS MICKELSON, DECEASED; DONALD R. WASSENBERG, AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, AKA JAS F. MICKELSON, AKA JAMES FRANCIS MICKELSON, DECEASED; AND MICKELSON LAND COMPANY, A WYOMING CORPORATION

of Box 190, Big Piney, Wyoming 83113 hereinafter called lessor (whether one or more), and

Exxon Corporation, P. O. Box 2305, Houston, Texas 77252 hereinafter called lessee

WITNESSETH: That lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate, distillate, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, tele-phone and electric lines, tanks, powers, ponds, roadways, plants, equipment and structures thereon to produce, save and take care of said 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 lands, alone or conjointly with neighboring lands, 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, and being described as follows, to-wit:

Township 32 North, Range 113W, 6th P.M.
Sec. 7: Lot 1 (15.15 ac), Lot 2 (15.85 ac), Lot 3 (16.65 ac), Lot 7 (40.55 ac) S/2NE, SENW, N/2SE
Sec. 8: Lot 3 (14.05 ac), Lot 4 (14.55 ac), SWNW, S/2SW, W/2SE
Sec. 17: NW
Sec. 18: Lot 1 (40.76 ac), Lot 2 (40.72)

Township 32 North, Range 114W, 6th P.M.
Sec. 12: Lot 4 (16.50 ac), S/2SW, SWSE
Sec. 13: N/2N/2, SENE, SWNW

232957
RECORDED May 21 19 91 1:30 PM
IN BOOK 67 Ct St PAGE 340
FEES $5.00 M.L. Lanfer COUNTY CLERK
SUBLETTE COUNTY CLERK
by Bethany A. Mickel

XXXXX XXXXX XXXXX

It being the purpose and intent of lessor to lease and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1134.78 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas, and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil, ~~one-eighth~~ 15% 2.M. M.M.'s of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas (including casinghead gas or other gaseous substance) produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% M.M. of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% M.M. of the amount realized by lessee from such sale; (c) if the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate unless lessee or someone in his behalf, on or before such date, shall pay or tender to lessor or lessor's credit in the FIRST NATIONAL M.M. B.M. Bank at PINEDALE, WYOMING

which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of one thousand one hundred thirty-four and 78/100---------- DOLLARS $ 1,134.78, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor at his last known address as shown by lessee's records on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid, and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or render, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, ratably according to the surface acreage of each, 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.

~~Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from that particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or affect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.~~

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres plus a tolerance of 10% for gas or gas-condensate and shall not exceed 160 acres plus a tolerance of 10% for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land or a portion thereof is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations [illegible] pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the [redacted] duration is fixed unless a later effective date is specified in the [redacted] or, in lieu of the royalties elsewhere herein specified, except royalties [illegible] shall receive on [redacted] in an area so pooled only such portion of the royalties which [redacted] ace of such pooling would be payable hereunder to lessor [redacted] from the land [illegible]

[redacted] drilling operations the completion of a well or of a dry hole [redacted] the lands covered by this lease whether or not such well is lo[redacted] such drilling of a well the co[redacted] said well were located on or such drilling operations were c[redacted] any time the pooled unit is not producing and no drilling ope[redacted] conducted royalty purpose[redacted] said lands Lessee may terminate any pooling effected purs[redacted] operations are [redacted] thereof by execu[redacted] and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner

Lessee may at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones formations or depths underlying all or any part of such acreage and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage zones formations or depths covered by such release In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis

Lessee shall have the right to use free of cost oil gas and water produced on said land for its operations thereon except water from wells 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 No part of the surface of the leased premises shall without the written consent of lessee be let granted or licensed by lessor to any other party for the location construction or maintenance of structures tanks pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located Lessee shall pay for damages to growing crops caused by its operations on said lands

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor s warranty shall be limited to the interest so stated Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor any mortgage taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease

All express provisions and implied covenants of this lease shall be subject to all applicable laws governmental orders rules and regulations This lease shall not be terminated in whole or in part, nor lessee held liable in damages because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities lack of market act of God, strike civil disturbance fire explosion, flood or any other cause reasonably beyond the control of lessee

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns Reference herein to lessor and lessee shall include reference to their respective successors and assigns Should any one or more of the parties named above as lessors not execute this lease it shall nevertheless be binding upon the party or parties executing the same

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written

Mae E. Mickelson

Mae E. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased 520-42-9630

Donald R Wassenberg

Donald R. Wassenberg, as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased

Gordon M. Mickelson

Gordon M. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased

MICKELSON LAND COMPANY

By: Gordon M Mickelson

Gordon M. Mickelson, President

STATE OF WYOMING } SS. (Individual - Wyoming)

COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by Mae E. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased this 25 day of April, 1991

WITNESS my hand and official seal.

My [redacted]

STEVEN MACKEY Notary Public County of Sublette State of Wyoming My Commission Expires June 22, 1992

Notary Public

STATE OF WYOMING } SS. (Individual - Wyoming)

COUNTY OF [redacted] Laramie

The foregoing instrument was acknowledged before me by Donald R. Wassenberg, as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased this 25 day of April, 1991

WITNESS my hand and official seal.

LES PRICE - NOTARY PUBLIC My commission expires: 8-18-91 County of Laramie State of Wyoming My Commission Expires August 18, 1991

Notary Public

STATE OF WYOMING } SS (Individual - Wyoming)

COUNTY OF SUBLETTE

The foregoing instrument was acknowledged before me by Gordon M. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased this 25 day of April, 1991

WITNESS my hand and official seal.

My commission expires

STEVEN MACKEY Notary Public County of Sublette State of Wyoming My Commission Expires June 22, 1992

Notary Public

STATE OF _____ } SS. (Certificate of Recording)

COUNTY OF _____

This instrument was filed for record on the this _____ day of _____ 19____ at ____ o'clock ____M

and recorded in Book _____ at Page _____ of the records of this office.

By _____

County Clerk and Recorder

Deputy

AFTER RECORDING RETURN TO _____

341

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This instrument was acknowledged before me on this 25th day of April, 1991, by Gordon M. Mickelson, President of Mickelson Land Company, a Wyoming corporation, on behalf of said corporation.

Notary Public in and for the State of Wyoming

STEVEN MACKEY Notary Public
County of Sublette State of Wyoming
My Commission Expires June 22, 1992

Return to:

JERRI S. HAMMOND
EXXON COMPANY, U.S.A.
233 BENMAR, ROOM 1956
HOUSTON, TEXAS 77001

Producers 88 - Rev [redacted]
Wyoming (Pl) (U) [redacted]

OIL AND [redacted] LEASE

[redacted]

THIS AGREEMENT, made and entered into this 17th day of April 19 91 by and between MAE E. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, AKA JAS F. MICKELSON, AKA JAMES FRANCIS MICKELSON, DECEASED; GORDON M. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, AKA JAS F. MICKELSON, AKA JAMES FRANCIS MICKELSON, DECEASED; DONALD R. WASSENBERG, AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, AKA JAS F. MICKELSON, AKA JAMES FRANCIS MICKELSON, DECEASED; AND MICKELSON LAND COMPANY, A WYOMING CORPORATION

of Box 190, Big Piney, Wyoming 83113 hereinafter called lessor (whether one or more), and
Exxon Corporation, P. O. Box 2305, Houston, Texas 77252 hereinafter called lessee,

DOLLARS $ 10.00 WITNESSETH: that lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both (including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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 lands, 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, and being described as follows, to-wit:

Township 33 North, Range 113 West, 6th P.M.
Sec. 32: S/2N/2, S/2
Sec. 33: S/2N/2, S/2
Sec. 34: W/2

232958

RECORDED Dec 21 19 91 1:40 P M
IN BOOK 67 (435 PAGE 343
FEES $ 6.00
SUBLETTE COUNTY CLERK
by Brandy L. Walker

XXXXX XXXXX XXXX it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1280.00 acres.

three (3) yrs. from m.m.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

B&J M.M.P.

The royalties to be paid by lessee are: (a) on oil, ~~except as to that~~ of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale. 15% M.M.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf, on or before such date, shall pay or tender to lessor, or lessor's credit in the First National M.M. (A.M.) Bank at Pinedale, Wyoming, which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of one thousand two hundred eighty and no/100---------- DOLLARS is 1,280.00, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00, provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, ratably according to the surface acreage of each, 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.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth the plan of operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement, in any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement, whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land shall, for the purpose of computing royalties, 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 any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement [illegible] after lessee is notified of such approval.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessee hereof) when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres plus a tolerance of 10%) for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation or allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface

343

acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any interest herein or other than that leased pursuant hereto. The completion of a well or of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well of the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. A Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Mae E. Mickelson

Mae E. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased

520-42-9680

Gordon M. Mickelson

Gordon M. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased

MICKELSON LAND COMPANY

By: Gordon M. Mickelson

Gordon M. Mickelson, President

Donald R. Wassenberg

Donald R. Wassenberg, as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased

---

STATE OF WYOMING } SS.
COUNTY OF SUBLETTE

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Mae E. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased this 25th day of April, 1991.

WITNESS my hand and official seal.

My commission expires: June 22 1992

County of Sublette, State of Wyoming

Notary Public

STATE OF WYOMING } SS.
COUNTY OF Laramie

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Donald R. Wassenberg, as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased this 25 day of April, 1991.

WITNESS my hand and official seal.

My commission expires: 8-18-91

County of Laramie, State of Wyoming

My Commission Expires August 18, 1991

LES PRICE - NOTARY PUBLIC

Notary Public

STATE OF WYOMING } SS.
COUNTY OF SUBLETTE

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Gordon M. Mickelson, individually and as independent co-executor of the estate of James F. Mickelson, AKA Jas F. Mickelson, AKA James Francis Mickelson, deceased this 25th day of April, 1991.

WITNESS my hand and official seal.

STEVEN MACKEY

My commission expires: June 22 1992

Notary Public, State of Wyoming, Sublette County

Notary Public

STATE OF _____ } SS.
COUNTY OF _____

(Certificate of Recording)

This instrument was filed for record on the this _____ day of _____, 19____ at _____ o'clock ___M and recorded in Book _____ at Page _____ of the records of this office.

[redacted] County Clerk and Recorder

By [redacted] Deputy

THE STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

This instrument was acknowledged before me on this 25 day of April, 1991, by Gordon M. Mickelson, President of Mickelson Land Company, a Wyoming corporation, on behalf of said corporation.

Notary Public in and for the State of Wyoming

STEVEN MACKEY
County of
Sublette
My Commission Expires
Notary Public
State of
Wyoming
June 22 1992

Return to:
JERRI S. HAMMOND
EXXON COMPANY, U.S.A.
233 BENMAR, ROOM 936
HOUSTON, TEXAS 77060

RELEASE OF MORTGAGE LIENS

WHEREAS, MGF Oil Corporation ("MGF"), a Delaware corporation, MGF Production Company, a Texas corporation ("MPC") and other former and present subsidiaries of MGF executed and delivered one or more of the mortgage or security instruments described and recorded as set forth on the Exhibit entitled "Mortgage List" attached hereto (collectively, the "Mortgages") to secure the indebtedness recited therein;

WHEREAS, all grantors or mortgagors other than MGF identified in the instruments described on Exhibit A hereto were either first or second tier subsidiaries of MGF;

WHEREAS, NFC Petroleum Corporation was merged into NFC Corporation on May 5, 1989;

WHEREAS, NFC Corporation was merged into MGF on May 5, 1989;

WHEREAS, all grantors or mortgagors other than MGF, MPC, NFC Petroleum Corporation and NFC Corporation identified in the Mortgages were either liquidated, with all assets being distributed to MGF or were merged into MGF with MGF being the surviving corporation;

WHEREAS, the Mortgages create liens and security interests on the properties which may be described on Exhibit A attached hereto, among other properties;

WHEREAS, Norwest Bank Minnesota, National Association ("Norwest") is the owner and holder of a portion of the indebtedness secured by the Mortgages, being that certain Promissory Note dated May 9, 1989 executed by MGF and MPC payable to the order of Norwest in the original principal amount of $10,000,000.00 (the "NW Note");

WHEREAS, Security Pacific Bank Washington, N.A. ("Security Pacific") is the owner and holder of a portion of the indebtedness secured by the Mortgages, being that certain Promissory Note dated May 9, 1989 executed by MGF and MPC payable to the order of Security Pacific in the original principal amount of $10,000,000.00 (the "SP Note");

WHEREAS, San Jacinto Savings Association, a Texas savings association ("SJS"), is the owner and holder of a portion of the indebtedness secured by the Mortgages, being that certain Promissory Note dated May 9, 1989 executed by MGF and MPC payable to the order of Southmark Corporation ("Southmark") in the original principal amount of $15,000,000.00 (the "SJ Note");

WHEREAS, Southmark transferred and assigned the SJ Note and the liens and security interests securing the SJ Note to SJS, but

232959

RECORDED May 21 91 1:50 PM
IN BOOK 67 Ex 4 PAGE 346
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Bethany L. Walker

record title to the liens and security interests securing the SJ Note may remain in Southmark;

WHEREAS, MGF and MPC have tendered to Norwest, Security Pacific and SJS payment in full of all amounts owing under the NW Note, the SP Note and the SJ Note;

WHEREAS, the NW Note, the SP Note and the SJ Note constitute all indebtedness secured by the Mortgages;

WHEREAS, Southmark is a debtor-in-possession with respect to that certain matter styled In Re Southmark Corporation, No. 89-36324-SAF-11, pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division;

WHEREAS, the Bankruptcy Court referred to above has approved certain agreements and transactions that contemplate this Release;

NOW, THEREFORE, each of Norwest, Security Pacific, SJS and Southmark, in consideration of ten and no/100 Dollars, the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has this day and does by these presents release, discharge and quitclaim unto MGF and MPC their successors and assigns all right, title, interest and estate of Norwest, Security Pacific, SJS and Southmark in and to the property covered by the Mortgages, or otherwise and does hereby declare the same fully released and discharged from any and all liens and security interests created by virtue of the Mortgages, or otherwise.

Norwest, Security Pacific, SJS and Southmark each covenants and agrees to execute such other and further releases as may be necessary to evidence the termination of all interest of Norwest, Security Pacific, SJS and Southmark, respectively, in the properties covered by the Mortgages and any other properties securing the NW Note, the SP Note or the SJ Note.

EXECUTED in multiple counterparts this 26th day of March, 1990.

SAN JACINTO SAVINGS ASSOCIATION

By _____
Name Robert D. Harry
Title Vice President

Attest:

By _____
Name Clark E. Enright
Title Sr. Vice President

(seal)

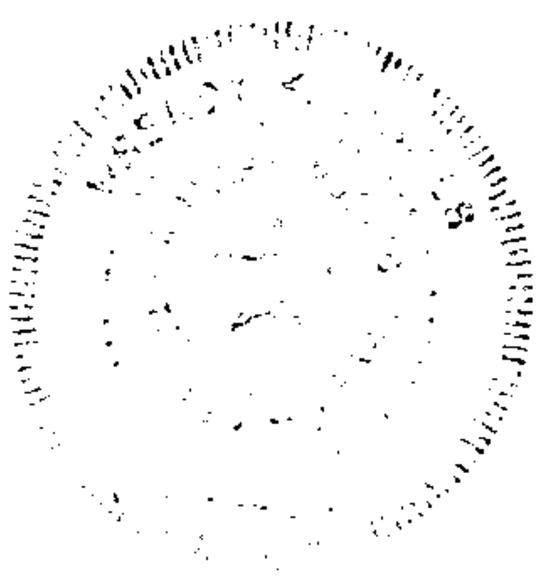
STATE OF TEXAS §
§ ss.
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 26, 1990 by Robert D. Harry, Vice President of San Jacinto Savings Association, a Texas savings association, on behalf of said association.

Wendy K. Gaskin
Notary Public in and for
the State of Texas

My Commission Expires:

5-9-92



SOUTHMARK CORPORATION

By _____
Chuck Edwards,
Vice President

(seal)

Attest:

By _____
Sonja Ryberg,
Assistant Secretary

STATE OF TEXAS §
§ ss.
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 28th, 1990 by Chuck Edwards, Vice President of Southmark Corporation, a Georgia corporation, on behalf of said corporation.

_____
Notary Public in and for
the State of Texas

My Commission Expires:

VERNITA J. JOHNSON
Notary Public, State of Texas
My Comm. Expires 3-25-93

(seal)

NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION

By _____
Name _____
Title _____

Attest:

By _____
Name _____
Title _____

STATE OF MINNESOTA §
§ ss.
COUNTY OF _____ §

This instrument was acknowledged before me on March 27th, 1990 by _____, _____ of Norwest Bank Minnesota, National Association, a national banking association, on behalf of said association.

My Commission Expires:

June 3, 1995

_____
Notary Public in and for
the State of Minnesota

CAROL M. DUSHECK
NOTARY PUBLIC
RAMSEY COUNTY
MY COMMISSION EXPIRES 12-3-95

SECURITY PACIFIC BANK
WASHINGTON, N.A.

By Matt Rudolf
Name
Title V.P.

Attest:

By
Name
Title AVP

STATE OF WASHINGTON §
§ ss.
COUNTY OF King §

This instrument was acknowledged before me on March 26, 1990 by Matt Rudolf, VP of Security Pacific Bank, N.A., a national banking association, on behalf of said association.

Donna M. Heinlein
Notary Public in and for
the State of Washington

My Commission Expires:

12/1/92

f:\wstrain\nwpartre.mgf

EXHIBIT
TO
RELEASE OF MORTGAGE LIENS

MORTGAGE LIST

SUBLETTE COUNTY, WYOMING

	Date	Recording Data Book/Page
1.	August 12, 1983	40/223

Exhibit "A"

[redacted]: WYOMING

[redacted]Y: SUBLETTE

PERTY*: Long Island Unit

SE #	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK/PAGE	DESCRIPTION
M 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.

353

00698

* The reference to Property is for identification purposes only and is not to be interpreted as limiting or restricting the terest assigned or the lands or depths covered.

SC 33-24

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)

May 2, 1991

Enron Oil & Gas Company
c/o Debra A. March
1801 California Street, Suite 3400
Denver, Colorado 80202

Gentlemen:

Enclosed is one copy of the approved communitization agreement involving 75.80 acres of Federal land in lease WYE-021741 and 80.00 acres of patented land, South Hogsback/South LaBarge field, Lincoln and Sublette Counties, 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 Bear River (Muddy) and Frontier Formations underlying Lots 3 and 4, Section 4, T.26N., R.113W., and the S1/2SW1/4, Section 33, T.27N., R.113W., 6th P.M. The agreement was approved on May 2, 1991, is effective October 1, 1989, and has been designated communitization agreement No. WYW122581.

With approval of this communitization agreement, it is necessary that the described reports (Exhibit No. 1) be filed with the Minerals Management Service (MMS).

Please furnish all interested principals with whatever evidence of this approval you deem appropriate.

Sincerely,

Robert N. Chase

Robert H. Chase
Chief, Oil and Gas
Mineral Resources

Enclosures

232987

RECORDED May 22 19 91 11:00 A M
IN BOOK 87 O&G PAGE 354
FEES $50.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

REPORTS TO BE FILED WITH MINERALS MANAGEMENT SERVICE (MMS)

MMS-3160 - Monthly Report of Operations

Form MMS-3160, "Montnly Report of Operations" must be submitted eacn montn to Minerals Management Service (MMS) for each communitization agreement beginning with the month in which driiling operations commence.

MMS-2014 - Report of Sales and Royalty Remittance

Form MMS-2014, "Report of Sales and Royalty Remittance" must be submitted eacn month to Minerals Management Service (MMS) for eacn communitization agreement beginning with the month production begins, including production during testing and completion operations.

MMS-4025 - Payor Information

If there is production (producing wells) associated with the attacned approval, the approval requires the submission of a "Payor Information" Form MMS-4025 to Minerals Management Service (MMS) within 30 days (30 CFR 210.51). Please notify the designated payor or payors (purchasers, working interest owners, or others) as soon as possiole regarding this requirement. Any production royalties that are due must be reported and paid within 90 days of the Bureau of Land Management's approval date or the payors will be assessed interest for late payment under the Federal Oil and Gas Royalty Management Act of 1982 (See 30 CFR 218.54). If you need assistance or clarification, please contact the Minerals Management Service at 1-800-525-9167 or 303-231-3504.

Exhibit No. 1

Opr

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 26 North, Range 113 West, 6th P.M.
Section 4: Lots 3 and 4
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 33: S/2SW/4
Sublette County, Wyoming

as to natural gas and associated liquid hydrocarbons producible from the Bear River (Muddy) and Frontier formations. This approval will become invalid if 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: MAY - 2 1991 Robert H. Chase

Effective: OCT - 1 1989

Authorized Officer
Robert H. Chase
Chief, Oil and Gas
Bureau of Land Management
Rock Springs, Wyoming

Contract No.: Com. Agr. WYW122581

Received
Dept. of Interior
Bureau of
Land Management
Rock Springs,
Wyoming

[redacted] [redacted] [redacted]

Communitization Agreement

Contract No. WYW122581

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 26 North, Range 113 West, 6th P.M.
Section 4: Lots 3 and 4
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 33: S/2SW/4
Sublette County, Wyoming

containing 155.80 acres, and this agreement shall include only the Bear River (Muddy) and Frontier formations 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 July 5, 1990, 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

By: D. Weaver

Title: Agent and Attorney-in-Fact

DATE: July 5, 1990

William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Nancy L. Hood

Paul Phillip Austgen

Harry Polikoff, Trustee under the
Last Will and Testament of Marjorie
L. Polikoff

Thomas E. Bratter, Trustee under
the Last Will and Testament of
Marjorie L. Polikoff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of July, 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

William Q. Heintze
William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Nancy L. Hood

Paul Phillip Austgen

Harry Polikoff, Trustee under the Last Will and Testament of Marjorie L. Polikoff

Thomas E. Bratter, Trustee under the Last Will and Testament of Marjorie L. Polikoff

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William Jay Heintze

Georgia Jill Dair

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Georgia Jill Dair

Nancy L. Hood

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3-27-93

Debbie Spears
Notary Public

William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Nancy L. Hood

Paul Phillip Austgen

Harry Polikoff, Trustee under the Last Will and Testament of Marjorie L. Polikoff

Thomas E. Bratter, Trustee under the Last Will and Testament of Marjorie L. Polikoff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of July, 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

STATE OF New Jersey)
) ss.
COUNTY OF Bergen)

The foregoing instrument was acknowledged before me this 23rd day of January, 1990, by William Q. Heintze, Trustee of the William Q. Heintze Trust.

WITNESS my hand and official seal.

My Commission Expires:

BARBARA BUNKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 13, 1993

Barbara Bunkowski
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Jay Heintze.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Georgia Jill Dair.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Q. Heintze, Trustee of the William Q. Heintze Trust.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 5th day of _____, 1990, by William Jay Heintze.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Georgia Jill Dair.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Q. Heintze, Trustee of the William Q. Heintze Trust.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Jay Heintze.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF New York)
) ss.
COUNTY OF Rockland)

The foregoing instrument was acknowledged before me this 16th day of July, 1990, by Georgia Jill Dair.

WITNESS my hand and official seal.

My Commission Expires:

PHYLLIS DARRIN
Notary Public, State of New York
No. 4857337
Qualified in Rockland County
Commission Expires 4/30/92

_____

Georgia Jill Dair
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Nancy L. Hood.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Paul Phillip Austgen.

WITNESS my hand and official seal.

My Commission Expires

_____ _____
Notary Public

STATE OF ~~NEW YORK~~)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 23 day of ~~August~~, 1990, by Harry Polikoff as Trustee under the Last Will and Testament of Marjorie L. Polikoff.

WITNESS my hand and official seal.

My Commission Expires:

ISRAEL BEN-ZION
Notary Public, State of New York
No 4748052
Qualified in Bronx County
Cert. Filed in New York County
Com. Expires Nov. 30, 19~~9~~0

_____
Notary Public

369

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this [redacted] day of August, 1990, by Thomas E. Bratter as Trustee under the Last Will and Testament of Marjorie L. Polikoff.

WITNESS my hand and official seal.

My Commission Expires:

ISRAEL BEN-ZION
Notary Public State of New York
No.4748062
Qualified in Bronx County
Cert. Filed in New York County
Comm. Expires Nov. 30, 19[redacted]

Notary Public

7508D

EXHIBIT "A"

Plat of communitized area covering S/2SW/4 Sec. 33 T27N-R113W

and

Lots 3 & 4 (N/2 NW/4 Sec. 4 T26N-R113W

SouthLaBarge-South Hogsback Area Lincoln & Sublette Counties, Wyoming

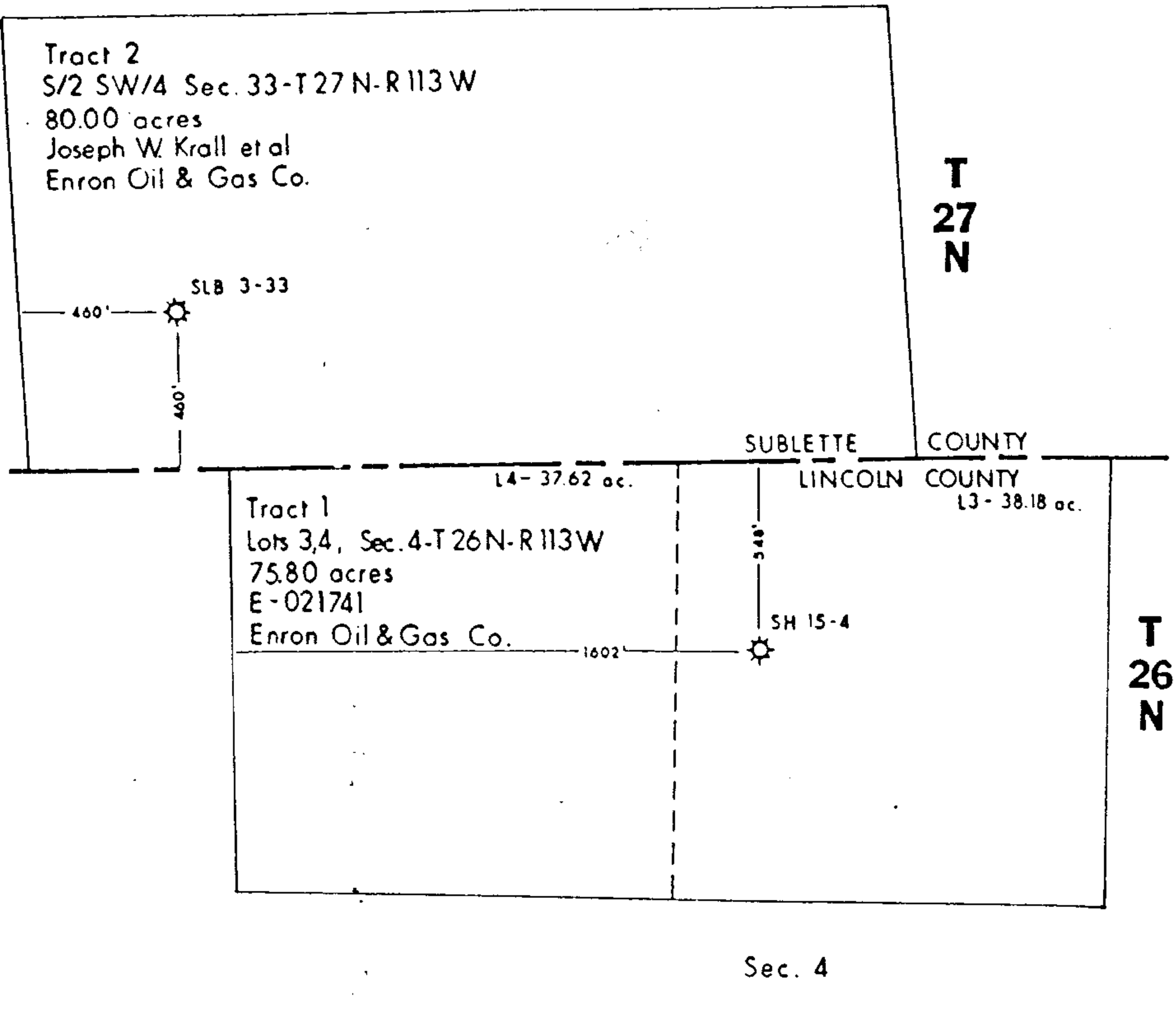


EXHIBIT "B"

To Communitization Agreement dated July 5, 1990
embracing Lots 3 and 4 of Section 4,
Township 26 North, Range 113 West,
S/2SW/4 of Section 33, Township 27 North,
Range 113 West, 6th P.M., Lincoln and Sublette
Counties, Wyoming

Operator of Communitized Area: Enron Oil & Gas Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	E-021741	
Lease Date:	September 1, 1946	
Lease Term:	5 years	
Lessor:	United States of America	
Present Lessee:	Enron Oil & Gas Company	
Description of Lands Committed:	Township 26 North, Range 113 West Section 4: Lots 3 and 4 Lincoln County, Wyoming	
Number of Acres:	75.80	
Royalty Rate:	12.5%	
Name and Percent of ORRI Owners:	William Q. Heintze Trust	1.000%
	William Jay Heintze	.500%
	Georgia Jill Dair	.500%
	Enron Oil & Gas Company	.500%
	Nancy L. Hood	.625%
	Paul Phillip Austgen, Trustee of Laura Elaine Austgen Trust	.3125%
	Paul Phillip Austgen, Trustee of Stephanie Paulette Austgen Trust	.3125%
	Harry Polikoff and Thomas E. Bratter, Trustees under the Last Will and Testament of Marjorie L. Polikoff	1.250%
Name and Percent of WI Owners:	Enron Oil & Gas Company	100.000%

Tract No. 2

Lessor(s):	Mineral Interest	Lease Date	Lease Term
Nancy Jo Twitchell Knadler, et vir.	12.5%	3-22-89	3 yrs.
Joseph W. Krall	25.0%	3-23-89	3 yrs.
Ted E. Miller	8.333333%	3-29-89	3 yrs.
Frank T. Miller	8.333333%	3-29-89	3 yrs.
Marilyn James, et vir.	8.333334%	3-31-89	3 yrs.
Sally Orr	12.5%	3-23-89	3 yrs.
Susan K. Donaldson, et vir.	12.5%	3-23-89	3 yrs.
Judy Betka	12.5%	3-23-89	3 yrs.

Tract No. 2
(continued)

Present Lessee:	Enron Oil & Gas Company
Description of Lands Committed:	Township 27 North, Range 113 West Section 33: S/2SW/4 Sublette County, Wyoming
Number of Acres:	80.00
Royalty Rate:	12.5%
Name and Percent of ORRI Owners:	None
Name and Percent of WI Owners:	Enron Oil & Gas Company 100%

R E C A P I T U L A T I O N

Tract No.	Number of Acres Committed	Percent of Interest
1	75.80	48.652118%
2	80.00	51.347882%
	155.80	100.000000%

7508D

BEFORE THE OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF A HEARING BROUGHT ON THE COMMISSION'S OWN MOTION TO REVIEW A PREVIOUS ORDER OF THE COMMISSION IDENTIFIED AS CAUSE NO. 1, ORDER NO. 21, DOCKET NO. 211-88 AND 252-88, FILED BY ENRON OIL & GAS COMPANY, ESTABLISHING VARIOUS SIZED DRILLING AND SPACING UNITS FOR THE FRONTIER AND BEAR RIVER (MUDDY) FORMATIONS, SOUTH HOGSBACK/SOUTH LABARGE FIELD AREAS, LINCOLN AND SUBLETTE COUNTIES, WYOMING	CAUSE NO. 1 ORDER NO. 22 DOCKET NO. 196-89

APPEARANCES:

THOMAS REESE, ATTORNEY REPRESENTING ENRON OIL AND GAS COMPANY

Others in attendance were the following:

ENRON OIL AND GAS COMPANY -	Toni Macko Andrew Morris David Hindman Daniel Bishop
TEXACO, INC. -	Roger Hadley
STATE OF WYOMING -	Richard D. Marvel

SECONDED AMENDED 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 11:58 A.M. on the 25th day of July 1989, 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, brought on the Commission's own motion to review a previous order of the Commission identified as Cause No. 1, Order No. 21, Docket No. 252-88, governing various sized drilling and spacing units for the production of gas and associated hydrocarbons from the Frontier and Bear River (Muddy) Formations in the South Hogsback and South LaBarge Field Areas, Lincoln and Sublette Counties, Wyoming.

After hearing testimony from four individuals, 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 is the owner of certain interests and operating rights in and to various oil and gas leases covering portions of the following

described lands in the South Hogsback/South LaBarge Field Areas, Lincoln and Sublette Counties, Wyoming, to wit:

Township 26 North, Range 113 West, 6th P.M.
Section 4
Section 8
Section 9
Section 16

Township 27 North, Range 113 West, 6th P.M.
Section 28
Section 33

2. In 1983 and 1984, Enron drilled fourteen 80-acre infill wells in this general area. In most cases, they found new reserves or production that was not being produced previously by existing wells.

3. Current infill wells tend to confirm previous conclusions based on the 1983-1984 infill program.

4. A summary of all nineteen 80-acre infill wells completed to date show that 1) fifty-eight zones tested in the area where the average well has produced twenty-five to thirty years; 2) sixteen zones have tested at or near original pressure, and 3) average pressure found to date, after nearly thirty years of production, is still 70.7% of the original pressure.

5. Highly variable pressure data indicates new reserves and some depletion, as well as highly variable drainage patterns from zone to zone. More prolific zones may ultimately, with one hundred year lives, drain as much as 320 acres. However, most zones will drain less than 100 acres, with some draining less than 40 acres.

6. Less than 30% pressure depletion is not efficient drainage.

7. Assuming pure acceleration, economic analysis in both a prolific (well lives fifty to one hundred-fifty years) and poor area clearly shows severe economic waste, as much as $1mm/infill, will occur without 80 acre spacing.

8. Less prolific areas where economics were marginal on pure acceleration will encounter more zones with original pressure; i.e., new reserves.

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 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.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that drilling and spacing units be and hereby are continued for the Frontier and Bear River (Muddy) Formations underlying Sections 28 and 33, Township 27 North, Range 113 West, and Sections 4, 8, 9, and 16, Township 26 North, Range 113 West, South Hogsback/South LaBarge Field Areas, Lincoln and Sublette Counties, Wyoming:

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

Unit No. 1-Section 28: S½NW¼
Unit No. 2-Section 28: SW¼NE¼, NW¼SE¼
Unit No. 3-Section 28: SW¼SE¼, SE¼SW¼
Unit No. 4-Section 33: S½NW¼
Unit No. 5-Section 33: N½SW¼
Unit No. 6-Section 28: N½SW¼, SW¼SW¼
Unit No. 7-Section 33: N½NW¼, NW¼NE¼
Unit No. 8-Section 33: S½NE¼, N½SE¼
Unit No. 9-Section 33: S½SE¼, Township 27 North, Range 113 West, Sublette County
Section 4: Lots 1 and 2, Township 26 North, Range 113 West, Lincoln County
Unit No. 10-Section 33: S½SW¼, Township 27 North, Range 113 West, Sublette County
Section 4: Lots 3 and 4, Township 26 North, Range 113 West, Lincoln County

Township 26 North, Range 113 West, 6th P.M.

Unit No. 11-Section 4: Lots 7, 8, 9, 10
Unit No. 12-Section 4: SE¼
Unit No. 13-Section 9: NE¼
Unit No. 14-Section 9: SE¼
Unit No. 15-Section 16: NE¼
Unit No. 16-Section 16: SE¼
Unit No. 17-Section 16: SW¼
Unit No. 18-Section 16: NW¼
Unit No. 19-Section 4: SW¼, Lots 5, 6, 11, 12
Unit No. 20-Section 8: E½
Unit No. 21-Section 9: W½

FURTHER IT IS ORDERED that wells shall be located no closer than 460' to the drilling and spacing unit boundary, and no closer than 1,120' to the nearest well drilling to or producing from the Frontier and/or Bear River (Muddy) Formations.

FURTHER IT IS ORDERED that there shall be only one well drilling to or producing from the Frontier and/or Bear River (Muddy) Formations on Unit Nos. 1, 2, 3, 4, and 5.

FURTHER IT IS ORDERED that there shall be only two wells drilling to or producing from the Frontier and/or Bear River (Muddy) Formations on Unit Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18.

FURTHER IT IS ORDERED that there shall be only four wells drilling to or producing from the Frontier and/or Bear River (Muddy) Formations on Unit Nos. 19, 20, and 21.

FURTHER IT IS ORDERED that this order shall be permanent provided that Enron provide the Commission, on an annual basis, starting in December 1990, a report on the progress of their infill program.

DATED this 24th day of October 1989.

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/ Eddie Moore
Mr. Eddie Moore,
Commissioner

/S/ Richard D. Marvel
Mr. Richard D. Marvel - Examiner

/S/ Gene R. George
Mr. Gene R. George,
Commissioner

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-34033

Lease Effective Date
(Anniversary Date)
May 1, 1972

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street ELMER L. HERBALY
   City, State, ZIP Code 1515 ARAPAHOE STREET, #1350
   DENVER, COLORADO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 29: NE/4NE/4 Containing 40 acres, more or less Sublette County, Wyoming THIS ASSIGNMENT IS EFFECTIVE BETWEEN ASSIGNOR AND ASSIGNEE AS OF APRIL 1, 1991.	.3114%	.3114%	-0-	-0-	2%

233011

RECORDED May 24 1991 10:20 A.M.
IN BOOK 87 oiG PAGE 328
FEES 8.00 Mag L. Lenhart
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 _____

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

By

(Authorized Officer) (Title) (Date)

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

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 April, 19 91

Name of Assignor as current lease ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Assignor Mark Kiser
(Signature)

Mark Kiser, President
(Signature)

401 South Wilcox
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Assignee Elmer L. Herbaly
(Signature)
or
Attorney-in-fact Elmer L Herbaly
(Signature)

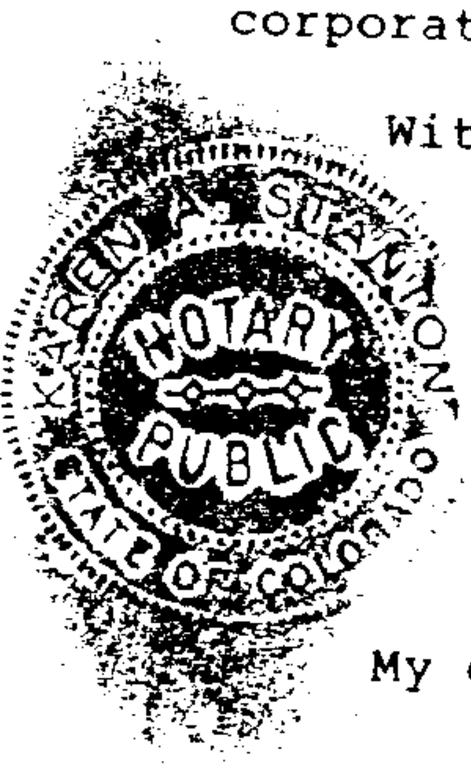
Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988 671 016 85011

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Karen A. Stanton
Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-35398

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: ELMER L. HERBALY
   City, State, ZIP Code: 1515 ARAPAHOE STREET, #1350
   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)* XX Oil and Gas Lease, or ☐ Geothermal Lease

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

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

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.

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 8: SW/4SE/4 Section 17: NE/4 Containing 200 acres, more or less, in Sublette County, Wyoming, but limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 well in the NW/4 of Sec. 5, T27N-R111W, 6th P.M.	.23352%	.23352%	-0-	-0-	8%

233012

RECORDED May 24 1991 10:00 A.M.
IN BOOK 87 016 PAGE 381
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ely

THIS TRANSFER IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

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 1st day of April, 19 91

Name of Transferor: MOUNTAIN OILFINDERS, INC.
(Please type or print)

Transferor or Authorized Agent: (Signature)
Kiser, President
(Signature)

n Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Transferee: ELMER L. HERBALY
(Signature)

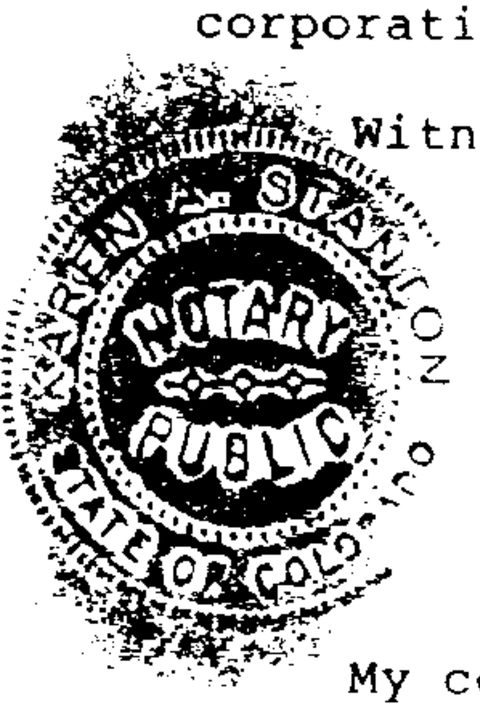
Attorney-in-fact: Elmer L Herbaly
(Signature)

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.

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Karen A. Stanton
Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO. 80202

384

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-51347

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

ELMER L. HERBALY
1515 ARAPAHOE STREET, #1350
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
TRACT ONE: Township 27 North, Range 111 West, 6th P.M. Section 5: NW/4 Containing 160 acres, more or less, in Sublette County, Wyoming Limited in depth from the surface of the earth to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 well in the NW/4 of Section 5, T27N-R111W, 6th P.M.	.3892%	.3892%	-0-	-0-	7.5%

233013

RECORDED May 24 @ 9:10 AM
IN BOOK 87 O&G PAGE 384
FEES 8.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lou Daley

(continued)

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

a	b	c	d	e	f
TRACT TWO: Township 27 North, Range 111 West, 6th P.M. Section 5: SW/4 Section 6: S/2NE/4, SE/4 Section 7: NE/4 Section 8: NW/4, N/2SW/4 Containing 800 acres, more or less, in Sublette County, Wyoming Limited in depth from the surface of the earth to the base of the stratigraphic equivalent of a depth of 11,391 feet as penetrated by the Federal #10-5 well in the NW/4 of Section 5, T27N-R111W, 6th P.M. THIS TRANSFER IS EFFECTIVE BETWEEN ASSIGNOR AND ASSIGNEE AS OF APRIL 1, 1991.	.23352%	.23352%	-0-	-0-	7.5%

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 1st day of April, 19 91

Name of Transferor: MOUNTAIN OIL FINDERS, INC.
Please type or print

Transferor
or
Attorney-in-fact: Jack Kiser, President
(Signature)

401 South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Transferee: ELMER L. HERBALY
(Signature)

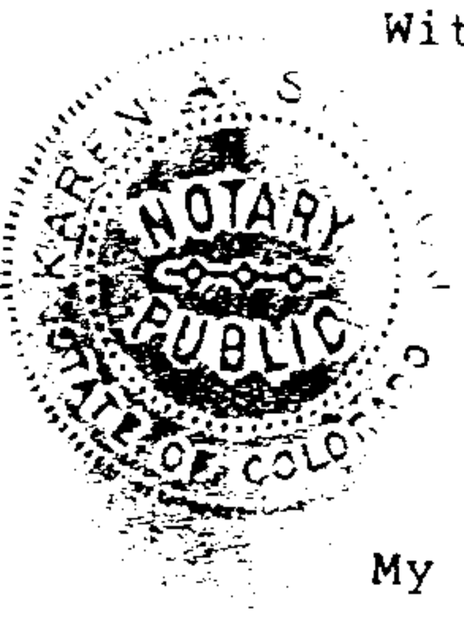
or
Attorney-in-fact: Elmer L Herbaly
(Signature)

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.

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

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-53094

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* ELMER L. HERBALY
   Street 1515 ARAPAHOE STREET, #1350
   City, State, ZIP Code DENVER, COLORADO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TRACT ONE: Township 27 North, Range 111 West, 6th P.M. Section 33: Lots 1,2, NE/4SW/4 Containing 101.35 acres, more or less, in Sublette County, Wyoming, but limited in depth from the surface of the earth to the stratigraphic equivalent of 10,035 feet as encountered in the Federal 30-33 well located in the SW/4 of Sec. 33, T27N-R111W, Sublette County, Wyoming	4.32%	4.32%	-0-	-0-	9.189%

233014

RECORDED May 24 19 91 10:05 A.M.
IN BOOK 87 OIG PAGE 387
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Eby

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

a	b	c	d	e	f
TRACT TWO:					
Township 27 North, Range 111 West, 6th P.M.	2.592%	2.592%	-0-	-0-	5.13608%
Section 33: Lots 3,4, N/2SE/4					
Containing 143.57 acres, more or less, in Sublette County, Wyoming, but limited in depth from the surface of the earth to the stratgraphic equivalent of 10,035 feet as encountered in the Federal 30-33 well located in the SW/4 of Sec. 33, T27N-R111W, Sublette County, Wyoming					

[redacted]

THIS ASSIGNMENT IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991

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 1st day of April, 19 91

Name of Transferor: ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor or Attorney-in-fact: Clark Kiser, President
(Signature)

401 South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Transferee: ELMER L. HERBALY
(Signature)

or Attorney-in-fact: Elmer L Herbaly
(Signature)

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

[redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Karen A. Stanter
Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

390

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-54137

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

ELMER L. HERBALY
1515 ARAPAHOE STREET, #1350
DENVER, COLORADO 80202

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
TRACT ONE: Township 27 North, Range 111 West, 6th P.M. Section 17: SE/4 Section 20: NE/4 Containing 320 acres, more or less, in Sublette County, Wyoming, but limited in depth from the surface of the ground to the stratigraphic equivalent of the depth drilled in the Federal #40-20 well located in the SE/4SE/4 of Sec. 20, T27N-R111W, Sublette County, Wyoming	.198%	.198%	-0-	-0-	7%

233015

RECORDED Mar 24 @ 9:66 A.M.
IN BOOK 87 O&G PAGE 390
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Riley

(continued)

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

a	b	c	d	e	f
TRACT TWO: Township 27 North, Range 111 West, 6th P.M. Section 33: NW/4SW/4 Containing 40 acres more or less, in Sublette County, Wyoming, but limited in depth from the surface of the earth to the stratigraphic equivalent of the depth of 10,044 feet as drilled in the Federal 30-33well, located in the SW/4 of Sec. 33, T27N-R111W, Sublette County, Wyoming	4.32%	4.32%	-0-	-0-	7.878%

THIS TRANSFER IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991.

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 o. 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 1st day of April, 19 91

Name of Transferor: ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor: _____
(Signature)

Attorney-in-fact: C. Clark Kiser, President
(Signature)

401 South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Transferee: ELMER L. HERBALY
(Signature)

or

Attorney-in-fact: Elmer L Herbaly
(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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St. #1350
Denver, CO 80202

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-59776

Lease Effective Date
(Anniversary Date)
September 1, 1977

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ELMER L. HERBALY
   Street 1515 ARAPAHOE STREET, #1350
   City, State, ZIP Code DENVER, COLORADO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 20: NE/4SW/4 Containing 40 acres, more or less Sublette County, Wyoming	.22%	.22%	-0-	-0-	7%

THIS ASSIGNMENT IS EFFECTIVE BETWEEN ASSIGNOR AND ASSIGNEE AS OF APRIL 1, 1991.

233016

RECORDED May 24 1991 10:00 A.M.
IN BOOK 87 016 PAGE 393
FEES 3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jan 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 _____ (Date)

By

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 24th day of April, 19 91

Name of Assignee of lease ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Assignor or Authorized Agent: Elser, President
(Signature)

401 South Wilcox
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Assignee or Attorney-in-fact: ELMER L. HERBALY
(Signature)

Elmer L Herbaly
(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 548-159/60126

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

396

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-62508

Lease Effective Date
(Anniversary Date)
November 1, 1978

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ELMER L. HERBALY
   Street 1515 ARAPAHOE STREET, #1350
   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 not be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 29: W/2, W/2NE/4, SE/4NE/4, SE/4 Containing 600 acres more or less Sublette County, Wyoming	.3892%	.3892%	-0-	-0-	7%

THIS ASSIGNMENT IS EFFECTIVE BETWEEN ASSIGNOR AND ASSIGNEE AS OF APRIL 1, 1991.

233017

RECORDED May 24 1991 10:00 A.M
IN BOOK 87 O&G PAGE 396
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Lilly

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 _____ (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.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located, (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act

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

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

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

Executed this 1st day of April, 19 91

Name of Assignor as shown on the lease ROCKY MOUNTAIN OILFINDERS, INC.
(Please type or print)

Assignor or Assignor's Attorney-in-fact Robert K. Riser, President
(Signature)

401 South Wilcox
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Assignee or Attorney-in-fact Elmer L. Herbaly
(Signature)

Elmer L Herbaly
(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 0-211-116 (5011)

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

W-63490

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

ELMER L. HERBALY
1515 ARAPAHOE STREET, #1350
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 27 North, Range 111 West, 6th P.M. Section 32: NW/4, E/2SW/4, NW/4SW/4 Containing 269.65 acres, more or less, Sublette County, Wyoming, but limited in depth from the surface to a depth of 9,786 feet below the surface.	.33%	.33%	-0-	-0-	13.5%

THIS TRANSFER IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991.

233018

RECORDED May 24 1991 10:00 A.M.
IN BOOK 87 O&G PAGE 399
FEES $ Mary L. Lawson COUNTY CLERK
SUBLETTE COUNTY CLERK
by: mau Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

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 1st day of April, 19 91

Name of Transferor: ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor or Attorney-in-fact: (Signature)
R. K. Kiser, President
(Signature)

81 South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 1991

Transferee: ELMER L. HERPALY
(Signature)

or Attorney-in-fact: Elmer L. Herpaly
(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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

402

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-63821

Lease Effective Date
(Anniversary Date)
July 1, 1978

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

ELMER L. HERBALY
1515 ARAPAHOE STREET, #1350
DENVER, COLORADO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 32: Lots 3,4, N/2SE/4, NE/4 Containing 299.86 acres, more or less Sublette County, Wyoming	.3892%	.3892%	-0-	-0-	7%

THIS ASSIGNMENT IS EFFECTIVE BETWEEN ASSIGNOR AND ASSIGNEE AS OF APRIL 1, 1991.

233019

RECORDED May 24 TO 9:10 o'c A.M
IN BOOK 87 O&G PAGE 402
FEES Rec Mary 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 effective _____

☐ Assignment approved for attached land description

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

By _____
(Authorized Officer)

(Title)

(Date)

(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.

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 4th day of April, 19 91

Name of Assignor as shown on current lease ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact Clark Kiser, President
(Signature)

401 South Wilcox
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

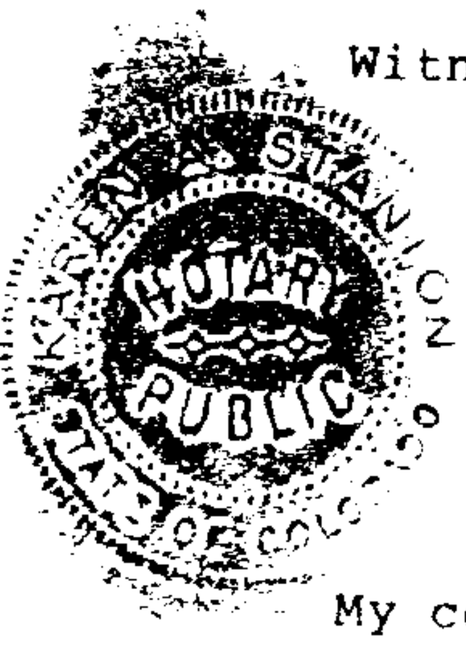
Assignee Elmer L. Herbaly
(Signature)
or
Attorney-in-fact Elmer L. Herbaly
(Signature)

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.

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

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-64985

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street: ELMER L. HERBALY
   City, State, ZIP Code: 1515 ARAPAHOE STREET, #1350
   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 (a)	Percent of Interest Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests Reserved (e)	Previously reserved or conveyed (f)
Township 27 North, Range 112 West, 6th P.M. Section 1: SW/4 Section 2: Lot 8, NE/4SW/4, S/2SW/4, SE/4 Section 12: N/2NW/4 Containing 558.35 acres more or less, in Sublette County, Wyoming, but limited in depth from the surface of the earth to the stratigraphic equivalent of the total depth drilled in the Walstrom Federal 30-1 well, located in the SW/4 of Sec. 1, T27N-R112W, Sublette County, Wyoming	2.16%	2.16%	-0-	-0-	4.75%

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

THIS TRANSFER IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991.

233020

RECORDED May 24 1991 10:00 A.M.
IN BOOK 87 at 6 PAGE 405
FEES See Mary L. Lunford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Fran Riley

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

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 1st day of April, 19 91

Name of Transferor ROCKY MOUNTAIN OILFINDERS, INC.
(Please type or print)

Transferor or Attorney-in-fact (Signature)

ser, President

(Signature)

South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

ELMER L. HERBALY

Transferee or Attorney-in-fact (Signature)

Elmer L Herbaly
(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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

408

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-64986

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

ELMER L. HERBALY
1515 ARAPAHOE STREET, #1350
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 27 North, Range 112 West, 6th P.M. Section 14: NE/4 Containing 160 acres, more or less, in Sublette County, Wyoming, but limited in depth from the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-14 well located in the NE/4 of Sec. 14, T27N-R112W, 6th P.M.	4.32%	4.32%	-0-	-0-	12.689%

233021

RECORDED May 24 1991 10:00AM
IN BOOK 87 816 PAGE 402
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: mary Riley

THIS TRANSFER IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

[redacted] [redacted] [redacted]

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 1st day of April, 19 91

Name of Transferor: MOUNTAIN OILFINDERS, INC.
(Please type or print)

Transferor or Attorney-in-fact: Mark Kiser, President
(Signature)

601 South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Transferee or Attorney-in-fact: ELMER L. HERBALY
(Signature)

Elmer L. Herbaly
(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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

W-64986

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

ELMER L. HERBALY
1515 ARAPAHOE STREET, #1350
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:

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.

Land Description (a)	Percent of Interest Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests Reserved (e)	Previously reserved or conveyed (f)
Township 27 North, Range 112 West, 6th P.M. Section 11: S/2 Section 14: NW/4 Containing 480 acres, more or less, in Sublette County, Wyoming, but limited in depth from the surface of the earth down to the stratigraphic equivalent of 8,980 feet as encountered in the Federal 20-14 well located in the SW/4NE/4 of Section 14, T27N-R112W, Sublette County, Wyoming THIS TRANSFER IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991.	.54% ORRI	.54% ORRI	-0-	-0-	N/A

233022

RECORDED May 24 1991 10:00 A.M.
IN BOOK 87 of R PAGE 411
FEES 8.00 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 _____

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

411

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 certifi 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 alie.. 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 30th day of April, 19 91

Name of Transferor: ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor or Attorney-in-fact: (Signature)
Clark Kiser, President
(Signature)

401 South Wilcox
(Transferor's Address)
Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Transferee: ELMER L. HERBALY
(Signature)

or Attorney-in-fact: Elmer L Herbaly
(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.

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.

Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

414

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-67178

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

ELMER L. HERBALY
1515 ARAPAHOE STREET, #1350
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 27 North, Range 112 West, 6th P.M. Section 1: Lots 1,2, S/2N/2 Containing 320.4 acres, more or less, in Sublette County, Wyoming, but limited in depth from the surface of the earth to the stratigraphic equivalent of 10,300 feet as encountered in the Hanson Federal 20-1 well located in the NE/4 of Sec. 1, T27N-R112W, Sublette County, Wyoming.	2.16%	2.16%	-0-	-0-	6%

THIS TRANSFER IS EFFECTIVE BETWEEN TRANSFEROR AND TRANSFEREE AS OF APRIL 1, 1991.

233023

RECORDED May 24 1991 8:00 A.M.
IN BOOK 87 O&G PAGE 414
FEES 8.00 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 _____

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2 Transferee certifies as follows: (a) Transferee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located. (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act

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

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

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

Executed this 30th day of April, 19 91

Name of Transferor: MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor or Attorney-in-fact: (Signature)
R. E. Riser, President
(Signature)

401 South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Transferee: ELMER L. HERBALY

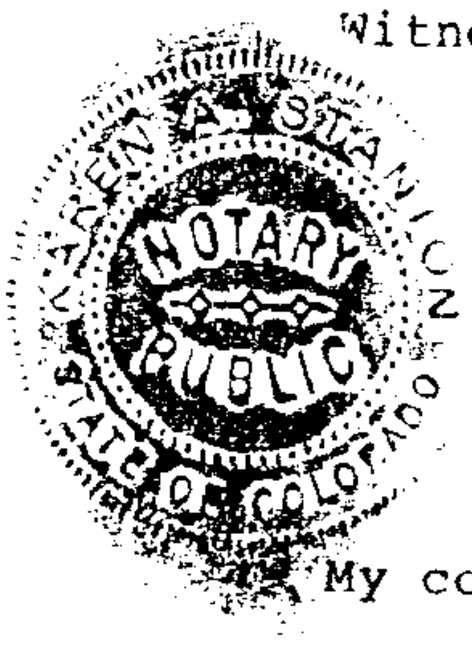
or Attorney-in-fact: (Signature)
Elmer L. Herbaly
(Signature)

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

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Dawn A. Stanton
Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

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-67808

Lease Effective Date
(Anniversary Date)
June 1, 1979

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1 Assignee* ELMER L. HERBALY
Street 1515 ARAPAHOE STREET, #1350
City, State, ZIP Code DENVER, COLORADO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West, 6th P.M. Section 6: N/2NE/4 Section 7: SE/4 Containing 240 acres, more or less Sublette County, Wyoming THIS ASSIGNMENT IS EFFECTIVE BETWEEN ASSIGNOR AND ASSIGNEE AS OF APRIL 1, 1991.	.3892%	.3892%	-0-	-0-	9.5%

233024

RECORDED May 24 19 91 10:00 A.M.
IN BOOK 87 O&G PAGE 417
FEES Doc Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____

☐ Assignment approved for attached land description

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

(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.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located, (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease, (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts, (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 16th day of April, 1991

Name of Assignor as shown on current lease: ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Assignor or Assignor's Attorney-in-Fact: Mark Kiser, President
(Signature)

401 South Wilcox
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 1991

Assignee or Assignee's Attorney-in-Fact: Elmer L. Herbaly
(Signature)

Elmer L Herbaly

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

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Laura A. Stanton
Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:

Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

420

Form 3100-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-68117

Lease Effective Date
(Anniversary Date)
July 1, 1979

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ELMER L. HERBALY
   Street 1515 ARAPAHOE STREET, #1350
   City, State, ZIP Code DENVER, COLORADO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
All the lands described below are in Sublette County, Wyoming TRACT ONE: Township 27 North, Range 111 West, 6th P.M. Section 20: NW/4, NW/4SW/4, S/2SW/4, SE/4 Containing 440 acres, more or less TRACT TWO: Township 27 North, Range 111 West, 6th P.M. Section 8: S/2SW/4 Section 17: W/2 Containing 400 acres, more or less THIS ASSIGNMENT IS EFFECTIVE BETWEEN ASSIGNOR AND ASSIGNEE AS OF APRIL 1, 1991.	.22% .3892%	.22% .3892%	-0- -0-	-0- -0-	7% 7%

233025

RECORDED May 24 19 91 10:00 A.M.
IN BOOK 87 O&G PAGE 420.
FEES $8.00 Mary 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 effective _____

By _____
(Signature)

☐ 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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2 Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located, (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease, (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts, (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1st day of April, 19 91

Name of Assignor as shown on the current lease ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Assignor or Assignor's Attorney-in-fact Clark Kiser, President
(Signature)

401 South Wilcox
(Assignor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 16th day of May, 19 91

Assignee or Assignee's Attorney-in-fact Elmer L. Herbaly
(Signature)

Elmer L Herbaly
(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—[illegible]

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 1st day of April, 1991, by L. Clark Kiser, as President of Rocky Mountain Oilfinders, Inc., a Colorado corporation, on behalf of the corporation.

Witness my hand and notarial seal.



Notary Public

Residing at: P.O. Box 51
Castle Rock, CO 80104

My commission expires: September 11, 1992

When recorded please return to:
Elmer L. Herbaly
1515 Arapahoe St., #1350
Denver, CO 80202

[redacted]

233027

RECORDED May 24 1991
IN BOOK 87 OF G PAGE [redacted]
FEES 22.50 Mary L Lunsford COUNTY CLERK
SUBLETTE COUNTY CLERK
by Mary Lay

RECEIVED
FEB 04 1991
OIL & GA
REVENU
ACCTG

RELEASE OF OIL AND GAS LEASE

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease dated March 1, 1976 from USA W-53852 as Lessor, to Rainbow Resources as Lessee, covering the following described land to-wit:

W-53852

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M.

Section 26 NW/4 NW/4

containing 40.0 acres, situated in the County of Sublette, State of Wyoming, said Oil and Gas Lease having an Assignment Affecting Record Title recorded in Book 84, Page 500 of the Records of Sublette County, Wyoming.

This instrument may be executed in multiple originals counterparts each of which shall be considered an original for all purposes.

Executed this 17th day of January, 1991.

ATTEST:

CARL J. BENVEGNU, ASSISTANT SECRETARY

COASTAL OIL & GAS CORPORATION

BY _____
CARL J. BENVEGNU, Sr. Vice President

FINA OIL & CHEMICAL COMPANY

BY _____
Richard C. Lindley
Attorney-in-Fact

ATTEST:

AMERICAN COMETRA, INC.

BY _____

ATTEST:

PACIFIC ENTERPRISES OIL

BY _____

ATTEST:

TXO PRODUCTION CORPORATION

BY _____

ATTEST:

WOLVERINE EXPLORATION COMPANY

BY _____

ATTEST:

COREXCAL, INC.

BY _____

WY 3859-CCC

64126-001

RELEASE OF OIL AND GAS LEASE

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease dated March 1, 1976 from USA W-53852 as Lessor, to Rainbow Resources as Lessee, covering the following described land to-wit:

W-53852

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M.

Section 26 NW/4 NW/4

containing 40.0 acres, situated in the County of Sublette, State of Wyoming, said Oil and Gas Lease having an Assignment Affecting Record Title recorded in Book 84, Page 500 of the Records of Sublette County, Wyoming.

This instrument may be executed in multiple originals counterparts each of which shall be considered an original for all purposes.

Executed this 17th day of January, 1991.

ATTEST:

COASTAL OIL & GAS CORPORATION

_____

BY _____

CARL F. BAKER, ASSISTANT SECRETARY

CARL J. BENVEGNU, Sr. Vice President

ATTEST:

FINA OIL & CHEMICAL COMPANY

_____

BY _____

ATTEST: Chris H. Cox

Chris H. Cox
Assistant Secretary

AMERICAN COMETRA, INC.

BY _____

Carl W. Steinle
Vice President - Land & Legal

PACIFIC ENTERPRISES OIL

_____

BY _____

ATTEST:

TXO PRODUCTION CORPORATION

_____

BY _____

ATTEST:

WOLVERINE EXPLORATION COMPANY

_____

BY _____

ATTEST:

COREXCAL, INC.

_____

BY _____

[redacted] [redacted] [redacted]

64126-001

RELEASE OF OIL AND GAS LEASE

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease dated March 1, 1976 from USA W-53852 as Lessor, to Rainbow Resources as Lessee, covering the following described land to-wit:

W-53852

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M.

Section 26 NW/4 NW/4

containing 40.0 acres, situated in the County of Sublette, State of Wyoming, said Oil and Gas Lease having an Assignment Affecting Record Title recorded in Book 84, Page 500 of the Records of Sublette County, Wyoming.

This instrument may be executed in multiple originals counterparts each of which shall be considered an original for all purposes.

Executed this 17th day of January, 1991.

ATTEST:

_____
CARL F. BAKER, ASSISTANT SECRETARY

COASTAL OIL & GAS CORPORATION

BY_____
CARL J. BENVEGNU, Sr. Vice President

ATTEST:

_____

FINA OIL & CHEMICAL COMPANY

BY_____

ATTEST:

_____

AMERICAN COMETRA, INC.

BY_____

ATTEST:

_____

PACIFIC ENTERPRISES OIL COMPANY (USA)

BY_____
Jere G. Hayes, Vice-President

E. Fulbright, Assistant Secretary

TXO PRODUCTION CORPORATION

BY_____

ATTEST:

_____

WOLVERINE EXPLORATION COMPANY

BY_____

ATTEST:

_____

COREXCAL, INC.

BY_____

425

64126-001

RELEASE OF OIL AND GAS LEASE

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease dated March 1, 1976 from USA W-53852 as Lessor, to Rainbow Resources as Lessee, covering the following described land to-wit:

W-53852

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M.

Section 26 NW/4 NW/4

containing 40.0 acres, situated in the County of Sublette, State of Wyoming, said Oil and Gas Lease having an Assignment Affecting Record Title recorded in Book 84, Page 500 of the Records of Sublette County, Wyoming.

This instrument may be executed in multiple originals counterparts each of which shall be considered an original for all purposes.

Executed this 17th day of January, 1991.

ATTEST:

CARL F. BAKER, ASSISTANT SECRETARY

COASTAL OIL & GAS CORPORATION

BY
CARL J. BENVEGNU, Sr. Vice President

ATTEST:

FINA OIL & CHEMICAL COMPANY

BY

ATTEST:

AMERICAN COMETRA, INC.

BY

ATTEST:

PACIFIC ENTERPRISES OIL

BY

ATTEST:

TXO PRODUCTION CORPORATION

BY

~~ATTEST:~~

WOLVERINE EXPLORATION COMPANY

BY
Glenn A. Adams, Attorney-in-Fact

ATTEST:

COREXCAL, INC.

BY

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

64126-001

RELEASE OF OIL AND GAS LEASE

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

THAT, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish and surrender to the lessor therein named, its heirs or assigns, all of their right, title and interest in and to that certain Oil and Gas Lease dated March 1, 1976 from USA W-53852 as Lessor, to Rainbow Resources as Lessee, covering the following described land to-wit:

W-53852

TOWNSHIP 29 NORTH, RANGE 114 WEST, 6TH P.M.

Section 26 NW/4 NW/4

containing 40.0 acres, situated in the County of Sublette, State of Wyoming, said Oil and Gas Lease having an Assignment Affecting Record Title recorded in Book 84, Page 500 of the Records of Sublette County, Wyoming.

This instrument may be executed in multiple originals counterparts each of which shall be considered an original for all purposes.

Executed this 17th day of January, 1991.

ATTEST:

_____

CARL F. BAKER, ASSISTANT SECRETARY

COASTAL OIL & GAS CORPORATION

BY_____

CARL J. BENVEGNU, Sr. Vice President

ATTEST:

_____

FINA OIL & CHEMICAL COMPANY

BY_____

ATTEST:

_____

AMERICAN COMETRA, INC.

BY_____

ATTEST:

_____

PACIFIC ENTERPRISES OIL

BY_____

ATTEST:

_____

TXO PRODUCTION CORPORATION

BY_____

ATTEST:

_____

WOLVERINE EXPLORATION COMPANY

BY_____

ATTEST:

_____

COREXCAL, INC.

BY_____

R.D. ARSENAULT, ASSISTANT SECRETARY

JOHN R. GALESKI, EXECUTIVE VICE PRESIDENT

427

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of January, 19 91, by Carl J. Benvegnu, Sr. Vice President of Coastal Oil & Gas Corporation, a Delaware corporation, on behalf of said corporation.

Mary Shearer
Notary Public, State of Texas

My Commission Expires:

MARY SHEARER
Notary Public, State of Texas
My Commission Expires 12-21-91

STATE OF Oklahoma §
§
COUNTY OF Oklahoma §

This instrument was acknowledged before me on the 22nd day of March, 19 91, by Richard C. Lindley, Attorney-in-Fact of Fina Oil & Chemical Company, a Delaware corporation, on behalf of said corporation.

Jeania Luber
Notary Public

My Commission Expires:
3-29-93

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 19_____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

[redacted] [redacted] [redacted]

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____, 19_____, by _____, _____of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

My Commission Expires:

_____

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____, 19_____, by _____, _____of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of January, 19 91, by CARL W. STEINLE, VICE PRESIDENT - LAND & LEGAL of American Cometra, Inc., a DELAWARE corporation, on behalf of said corporation.

Notary Public IN AND FOR THE STATE OF TEXAS

My Commission Expires:

6-24-93

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of MARCH, 19 91, by Jere G. Hayes, Vice-President of Pacific Enterprises Oil Company (USA), a California corporation, on behalf of said corporation.

SUSAN W. HUX
Notary Public
STATE OF TEXAS
My Commission Expires 3/12/94

Susan W. Hux
Notary Public, State of Texas

My Commission Expires:

_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 19_____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 19_____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____,
19_____, by _____, _____of
_____, a _____
corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

My Commission Expires:

_____

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the _____day of _____,
19_____, by _____, _____of
_____, a _____
corporation, on behalf of said corporation.

_____
Notary Public

My Commission Expires:

_____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19TH day of February,
19 91, by Glenn A. Adams, Attorney-in-Fact of
Wolverine Exploration Company, a Delaware
corporation, on behalf of said corporation.

Lela Lenning
Notary Public

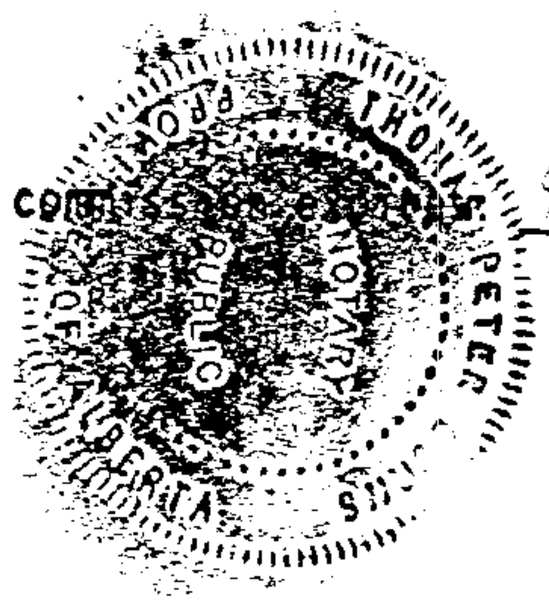
My Commission Expires:

1-9-93

LELA LENNING
Notary Public State of Texas
My Commission Expires Jan. 9, 1993

PROVINCE OF ALBERTA
~~STATE OF~~ _____
CITY OF CALGARY
~~COUNTY OF~~ _____

This instrument was acknowledged before me on the _____ day of _____, 19 __, by _____, _____ of Corexcal, Inc. a _____ corporation, on behalf of said corporation.



Notary Public

My commission expires 92-12-31

THOMAS PETER BURNS
Notary Public Province of Alberta
My Appointment Expires December 31, 1992

Mail Tax Notices and Return
Recorded Original to Assignee at:

Kerr-McGee Corporation
P. O. Box 25861
Oklahoma City, OK 73125
Attention: Vice President, Land

233063

RECORDED May 30 1991 1:30 P M
IN BOOK 87 Of G PAGE 433
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Jean Riley

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

ASSIGNMENT WITH SPECIAL WARRANTY AND BILL OF SALE

This Assignment With Special Warranty and Bill of Sale ("*Assignment*") dated as of May 24, 1991 (the "*Closing Date*"), but effective as of 7:00 a.m. Mountain Standard Time on April 1, 1991 (the "*Effective Date*"), is from SONAT EXPLORATION COMPANY, a Delaware corporation ("*Assignor*"), whose mailing address is P. O. Box 12878, Oklahoma City, Oklahoma 73157-2878, to KERR-McGEE CORPORATION, a Delaware corporation ("*Assignee*"), whose mailing address is P. O. Box 25861, Oklahoma City, Oklahoma 73125.

I. GRANTING AND HABENDUM CLAUSES

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns, sells, grants, conveys and transfers unto Assignee, effective as of the Effective Date, the following (the "*Properties*"):

(a) all of Assignor's rights, titles, interests and estates in and to the Leases (as hereinafter defined), together with all rights, titles, interests, tenements, hereditaments, appurtenances, benefits and privileges attributable to the Leases, the lands covered thereby or pooled or unitized therewith, and any oil, gas or other hydrocarbons produced therefrom;

(b) all of Assignor's rights, titles and interests with respect to any wells for the production of oil, gas or other hydrocarbons (including, without limitation, wells which may be currently producing, not producing, in the process of or awaiting completion, or drilling) located upon the lands to which the Leases relate or upon any lands with which any portion of such lands may be pooled or unitized, either voluntarily or by compulsory order of appropriate governmental authority;

(c) all of Assignor's rights, titles, interests and estates in and to all lands, surface leases, easements, permits, licenses, franchises and servitudes that are used or held primarily for use in connection with the ownership or operation of the Properties or that are referred to on Exhibit A;

(d) all of Assignor's rights, titles and interests in and to any and all surface or subsurface machinery, equipment, facilities, pipelines, gathering lines, supplies or other property of whatsoever kind or nature located in, on or under, affixed or attributable to or obtained or used in connection with the Leases or any portion thereof or interest therein, including, without limitation, all goods that are or are to become fixtures on the lands described in clauses (b) and (c) above, oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pipe, compressors, mains, fittings, regulators, pumps, pumping units and engines, Christmas trees, derricks, separators, gun barrels, flow lines, tanks, gas systems (for gathering,

treatment, compression and transmission), chemicals, solutions, water and salt water systems (for treating, disposal and injection), power plants, poles, lines, transformers, starters and controllers, valves, meters, measuring devices, machine shops, tools, storage yards and equipment stored therein, buildings and camps, plans, drawings, specifications, surveys, engineering studies and reports, warranties and guarantees of manufacturers and others, telegraph, telephone and other communication systems, roads, loading docks, shipping facilities and building and construction materials and vehicles;

(e) all of Assignor's rights, titles and interests in production from the Leases after the Effective Date; and

(f) all of Assignor's rights, titles and interests, including, without limitation, accounts receivable and payable, arising from or related to the period after the Effective Date in connection with the Leases or Applicable Contracts (as hereinafter defined).

LESS AND EXCEPT the Excluded Assets (as hereinafter defined).

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; and Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend Indefeasible Title (as hereinafter defined) to the Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof, by, through or under Assignor, or its affiliates, but not otherwise; and with full substitution and subrogation of Assignee, and all persons or entities claiming by, through or under Assignee, in and to all covenants, warranties and indemnities given or made by Assignor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Properties.

II. DEFINITIONS

"*Applicable Contract*" means any partnership agreement or any joint operating agreement, or any purchase (including purchase orders and similar agreements), product, sale, transportation, gas balancing, processing or treating agreement relating to the Properties or production from the Properties or any unitization, pooling, lease, farmout, farmin, royalty, overriding royalty, development, easement, right-of-way or other similar agreement with respect to any of the Properties or production or the proceeds of production from any of the Properties existing as of the Effective Date, the closing of the purchase and sale of the Properties (the "*Closing*") or any time between the Effective Date and the Closing, as the case may be.

"*Excluded Asset*" means any right, claim, interest, asset and property of Assignor (a) arising from or relating to production from any Property prior to the Effective Date, or constituting refunds of any amounts paid during or with respect to any period prior to the Effective Date, under any Applicable Contract or with respect to any of the Properties, including without limitation cash on hand, accounts receivable or other receivables, and causes of action or claims, (b) in any oil and gas lease, mineral interest or other property which is not described on Exhibit A, (c) other rights, claims, interests, assets or properties of Assignor that are not related to the Properties or (d) that is stated to be an "Excluded Asset" under other provisions of this Assignment.

"*Indefeasible Title*" with respect to any Property means such record and beneficial right, title and interest of Assignor in and to such Property that, subject to Permitted Encumbrances:

[redacted] [redacted] [redacted]

(a) in the case of any Property described on Part II of Exhibit A,

(i) entitles the Assignor to a Net Revenue Interest in such Property not less than the interest shown on Part II of Exhibit A as the Net Revenue Interest for such Property, and subjects the Assignor to a Working Interest in such Property that is no greater than the interest shown on Part II of Exhibit A as the Working Interest for such Property;

(ii) is free and clear of all encumbrances, liens, mortgages, pledges, production payments, security interests, preferential purchase rights, requirements for consents to assignment that would apply to the transactions contemplated hereby and any other defects in title that adversely affect or interfere with the operation or use of the Properties as currently operated or used or the ownership or value thereof; and

(b) in the case of any other Property, constitutes good and, in the case of real property, indefeasible title, free and clear of all encumbrances, liens, mortgages, pledges, security interests, preferential purchase rights or requirements for consents to assignment.

"*Lease*" means any right, title or interest, or any contractual right to acquire any right, title or interest, in or under any oil, gas or other hydrocarbon lease or any other interest in oil or gas, including, without limitation, mineral rights, leases, royalties, overriding royalties and farmins, that is described on Part I of Exhibit A.

"*Net Revenue Interest*" with respect to any Property means the interest (expressed as a, seven digit decimal) in and to all production of oil, gas and hydrocarbon minerals saved, produced and sold from the lands relating to such Property and all depths thereunder, after giving effect to all valid lessors' royalties, overriding royalties, production payments, carried interests, liens and other encumbrances or charges against production therefrom, and without reduction, suspension or termination for the productive life of such Property.

"*Permitted Encumbrances*" means any of the following:

(a) any tax, regulatory, mechanic's, materialman's, contractor's, operator's, lessor's or other liens or encumbrances created by law that secure obligations that (i) are not yet delinquent and will be paid or discharged in the ordinary course of business or (ii) are being contested in good faith in the normal course of business;

(b) all other liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects and irregularities affecting a Property that, individually or in the aggregate, are not such as to (i) interfere materially with the operation, value or use of such Property, (ii) prevent Assignee from receiving any portion of the proceeds of production from such Property, (iii) reduce the Net Revenue Interest of Assignor in any Property below the Net Revenue Interest set forth on Part II of Exhibit A for such Property, (iv) increase the Working Interest of Assignor in any Property above the Working Interest set forth on Part II of Exhibit A for such Property, or (v) constitute a lien or security interest on any of the Properties securing obligations that are unpaid as of the Closing Date;

(c) any agreement, contract, lease, instrument, permit, amendment or extension entered into by Assignor with Assignee's written approval;

(d) all rights to consent by, required notices to, filings with or other actions by governmental entities in connection with the sale or conveyance of federal, state, Indian or other governmental oil and gas leases or interests therein

that are customarily obtained subsequent to the assignment of such oil and gas leases or interests, to the extent and only to the extent that such rights, notices, filings or other actions can reasonably be contemplated to be effected, and are, in fact, effected within six months after the date hereof without significant cost or expense to Assignee or reduction in the applicable Net Revenue Interest;

(e) preferential purchase rights and requirements for consents to assignment with respect to which waivers and consents have been obtained prior to the date hereof as to this Assignment; and

(f) such reversionary interests, depth limitations and other matters as may be set forth on Part I of Exhibit A.

"*Working Interest*" with respect to any Property means the interest (expressed as a seven digit decimal) in and to such Property and all depths thereunder and all rights and obligations of every kind and character appurtenant thereto, or arising therefrom, without regard to any valid lessors' royalties, overriding royalties, production payments, carried interests, liens and other encumbrances or charges against production therefrom, insofar as such interest is burdened with the obligation to bear and pay costs of operations in respect of such Property and without increase, temporarily or otherwise, for the productive life of such Property.

III. COVENANTS

Except for the above warranty of Assignor the Properties are being sold and transferred by Assignor to Assignee on an "as is" and "where is" basis and without recourse, covenant, or warranty of any kind, express or implied, or statutory. **WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED, EXPRESS OR STATUTORY WARRANTY (a) OF MERCHANTABILITY, (b) OF FITNESS FOR A PARTICULAR PURPOSE, (c) OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND/OR (d) OF TITLE (EXCEPT AS SET FORTH HEREIN).**

IV. MISCELLANEOUS

In the event any one or more of the provisions contained in this Assignment shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or of any other instrument referred to herein or executed in connection herewith.

All provisions herein are solely and exclusively for the benefit of Assignor and Assignee and their successors and assigns, and no other person or entity shall have standing to require satisfaction of such provisions in accordance with their terms.

Reference is made to the Exhibits attached hereto and made a part hereof for all purposes. Reference in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of the counties in which the affected interests are located.

The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents as may reasonably be necessary or useful in carrying out the purposes of this Assignment.

Assignor may have executed and delivered, or may execute and deliver, certain separate transfers of individual Properties for filing with and approval by the United States of America and other governmental or tribal entities and agencies. Said separate transfers, to the extent required by law, shall be on forms prescribed or suggested by said entities

and agencies. Said separate transfers and this Assignment shall, when taken together, be deemed to constitute the one Assignment by Assignor of the applicable portion of the Properties. Said separate transfers are not intended to modify, and shall not modify, any of the terms, covenants and warranties set forth herein. Said separate transfers shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in said separate transfer. This Assignment, insofar as it pertains to any portion of the Properties as to which said separate transfers have been, or will be, executed for filing with and approval by any such governmental entity or agency, is made and accepted subject to the approval of such entity or agency and to the terms of such approval, if and to the extent required by law.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which counterparts shall constitute but one assignment.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written, but effective for all purposes as of the Effective Date.

ASSIGNOR

SONAT EXPLORATION COMPANY

By: _____
Richard B. Bates
Senior Vice President

ATTEST:

_____
Jack E. Wheeler
Assistant Secretary

THE STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 24th day of May, 1991, by Richard B. Bates, Senior Vice President, and Jack E. Wheeler, Assistant Secretary, of SONAT EXPLORATION COMPANY, a Delaware corporation, on behalf of said corpora-

_____
Notary Public

My commission expires: 10-1-94

Exhibit A: Properties
Part I: Leasehold, Fee Mineral and Other Interests
Part II: Wells and Units

g:\rta-sec\sec300\wyomingasign.frm

EXHIBIT "A"
PART I

STATE	COUNTY NAME	LEASE NUMBER	LEASE DATE	LESSOR NAME	LESSEE NAME	TWP	RNG	SEC	LEASE DESCRIPTION	BOOK	PAGE
WY	SUBLETTE	10855 01	50176	W-54466 USA	HARRY K VEAL	28N	111W	17	ALL SEC. 17 FROM THE SURFACE DOWN TO THE S.E. OF 12,675 FT. BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON #17-1 WELL.		
WY	SUBLETTE	10855 01	50176	W-54466 USA	HARRY K VEAL	28N	111W	20	W/2 FROM THESURFACE DOWN TO THE S/E. OF 12,675 FT. BELOW THE SURFACE AS ENCOUNTERED IN THE U.S.A. REARDON #17-1 WELL		
WY	SUBLETTE	11981 01	20173	W-38071 USA	JOAN CHORNEY	28N	111W	21	S/2 SEC 21-28N-111W FROM SURFACE TO S.E. OF 12,675 FT.		

438

EXHIBIT "A"
PART II

DE	WPC ID	WELL NAME	LOCATION	FIELD	STATE	COUNTY	BPO WI	BPO NRI	APO WI	APO NRI
OB	11981-01	Chorney Federal #30-21	Section 21-28N-111W	Reardon Draw	WY	Sublette	0.0000000	0.0050000	0.1000000	0.0775900
OB	10855-02	Veal Federal #10-20	Section 20-28N-111W	Reardon Draw	WY	Sublette	0.0000000	0.0025000	0.1000000	0.0765900

LEGEND

BI Back-In
OB Override w/Back-In
Override
Proved Producing
Proved Non-Producing
Single Well

439

ASSIGNMENT OF OIL & GAS LEASEHOLD OPERATING RIGHTS AND WORKING INTERESTS

The Undersigned Parties ("Assignors"), owners of a Five Percent (5%) undivided interest in the leasehold working interest and operating rights to the interval from the surface of the earth down to the stratigraphic equivalent of 10,320 feet below the surface in the #1 Jensen well located in the SW¼NW¼ of Section 11, Township 31 North, Range 109 West, and in the Oil, Gas and Mineral Lease dated July 1, 1975 from Brandt Jensen, et al, as lessors, to Leonard Hay, as lessee (recorded February 20, 1980 in Book 58 of Oil & Gas at page 626, of the Sublette County records) and the Extension of Oil & Gas Lease dated February 20, 1980, involving the same parties (recorded February 22, 1980 in Book 58 of Oil & Gas at page 634, of the Sublette County records) which Lease and Extension covers the following described lands:

Township 31 North, Range 109 East, 6th P.M.

Section 10: NE¼SE¼, S½SE¼

Section 11: Lots 2, 3, 4, 5, 6, 7, W½NE¼, S½NW¼, NW¼SW¼

Section 14: Lots 1 and 2, NE¼NW¼

Section 15: Lots 1 and 2

Also, all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11; Lots 1 and 2 of Section 14, and Lots 1 and 2 of Section 15, Township 31 North, Range 109 West, 6th P.M.

(containing 720.50 acres, more or less, in Sublette County, Wyoming)

hereby assign to the LOHMANN REVOCABLE TRUST established March 19, 1991 (Jed A. Lohmann, Trustee) "Assignee", of 12221 Merit Drive, Suite 960, Dallas, Texas 75251, all of Assignors' right, title and interest in the above described lands and lease, SUBJECT HOWEVER to the Assignment of Net Profits Interest dated December 11,

233106

RECORDED Jun 3 1991 2:10 P M
IN BOOK 87 O&G PAGE 440
FEES $6.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: [illegible]

1980 (recorded December 30, 1980 in Book 60 of Oil & Gas, at Page 490, of the Sublette County records) in favor of Jed A. Lohmann, Jack R. Lohmann and Jon M. Lohmann.

Dated and to be effective as of the 29 day of May, 1991.

Melvin R. Lohmann

MELVIN R. LOHMANN, both individually and as Trustee of the Melvin R. Lohmann 1981 Revocable Trust Agreement dated August 19, 1981

Dorothy E. Lohmann

DOROTHY E. LOHMANN, both individually and as Trustee of the Dorothy E. Lohmann 1981 Revocable Trust Agreement dated August 19, 1981

STATE OF TEXAS)
:ss.
COUNTY OF DALLAS)

The foregoing Assignment was acknowledged before me this 29 day of May, 1991 by Melvin R. Lohmann and Dorothy E. Lohmann, husband and wife.

NOTARY PUBLIC
Residing at:
Dallas, TX

My Commission Expires:
4-5-94

BILLI JO HUMMEL NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-5-94

BLANKET RELEASE OF OIL AND GAS LEASE

KNOWN ALL MEN BY THESE PRESENTS: That R. K. O'Connell, P. O. Box 2003, Casper, Wyoming, for a good and valid consideration does hereby release, relinquish quit-claim and surrender to the lessor, as set forth on the Attached Exhibit "A", their heirs, assigns and legal representatives, all right title and interest, including the release and waiver of the right of homestead, in and to said oil and gas leases situated in the County of Sublette and State of Wyoming.

Executed this 1st day of May, 1991.

X _____

R. K. O'Connell

State of Wyoming

ss. ACKNOWLEDGMENT FOR INDIVIDUAL

County of Natrona

I, Cindy L. King, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that R. K. O'Connell 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 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 1st day of May, 1991.

My Commission expires 7/3/94.

Cindy L. King
Notary Public

CINDY L KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1994

233173

RECORDED June 7 19 91 3:30 PM
IN BOOK 87 of G PAGE 442
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

EXHIBIT "A"

Attached to and made part of that certain BLANKET RELEASE OF OIL AND GAS LEASE executed by R. K. O'Connell, dated _____ day of May, 1991.

Inez P. Finnegan Book 76, Page 417
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

Clifford R. Daniels and Sophie Daniels, H & W Book 76, Page 415
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

Charles R. Springman Book 76, Page 653
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

Sharon M. Trivelpiece and Robert Trivelpiece, Book 76, Page 657
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

EXHIBIT "A"

Frank J. Springman Book 76, Page 651
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

Dru Van Riper and John Van Riper Book 76, Page 651
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

Kenneth M. Gloster and Pat Gloster Book 76, Page 647
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

Kessler Gossage and Barbara Gossage Book 76, Page 649
Township 30 North, Range 114 West
Sec 15: $SW\frac{1}{4}$
Sec 21: $E\frac{1}{2}NE\frac{1}{4}$
Sec 22: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$
Sec 23: $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$

Containing 960.00 acres

Big Piney Shallow
0050003-000

ASSIGNMENT AND CONVEYANCE

STATE OF WYOMING)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENVER)

That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Enron Oil & Gas Company, a Delaware corporation, whose address is 1801 California St., Suite 3400, Denver, Colorado 80202-2634, hereinafter referred to as "Assignor," does hereby give, grant, assign, transfer, convey, relinquish, release, quitclaim and surrender unto Flying W. Land and Livestock Company, whose address is P.O. Box 310, Big Piney, Wyoming 83113-0310, hereinafter referred to as "Assignee" the following:

All of Assignor's right, title, interest, claim and demand in and to the B-27 well described below; all oil, gas, casinghead gas, condensate and other gaseous or liquid hydrocarbon production from the current B-27 wellbore, located (NE/4NW/4) 660 feet from the North Line and 1,980 feet from the West Line of Section 13, Township 29 North, Range 113 West, Sublette County, Wyoming, together with all materials and equipment appurtenant to said well.

Assignee agrees to bear and hereby does assume all expense, cost, responsibility, and liability associated with said B-27 well and the NE/4NW/4 of Section 13, Township 29 North, Range 113 West, Sublette County, Wyoming, limited in depth from the surface to 3,212 feet, being the total depth drilled in the B-27 well, thereby relieving Assignor of any further expense, cost, responsibility or liability for said well and acreage associated thereto. Notwithstanding anything to the contrary contained in this Assignment and Conveyance, Assignor does hereby accept the responsibility to plug and abandon the B-27 well, providing the well is recommended to be plugged and abandoned within fifteen (15) years from the date of this Assignment and Conveyance. Assignee shall give the Assignor written notice sixty (60) days before the date Assignee requests the B-27 well to be plugged and abandoned. Assignor shall then be given reasonable time to plug and abandon the well in accordance with the rules and regulations of the State of Wyoming. If said well is not plugged and abandoned within fifteen (15) years of this Assignment and Conveyance, then the Assignee will be responsible for the expense, cost and liability for the proper plugging and abandoning of said well in accordance with the rules and regulations of the State of Wyoming.

Assignee further agrees to obtain and file any performance bond required by the Wyoming Oil and Gas Conservation Commission within thirty (30) days of the date of Assignee's execution of this conveyance, and to promptly submit any other reports, records or notices as may be required by said Commission.

Assignee further agrees to indemnify and save Assignor harmless from any and all losses, claims, royalty or overriding royalty obligation, causes of action, demands, and liability of any kind and character arising in favor of any person or entity on account of a personal injury or death or damage to property in any way incidental to or growing out of the condition of the well, materials, or equipment hereby assigned; and Assignee further agrees to indemnify and hold Assignor harmless from any claims arising in favor of any persons or entity by reason of any failure of Assignee to fully comply with the undertakings herein expressed. Assignee hereby acknowledges that it is familiar with said B-27 well, that it has personally inspected said well, and that it accepts responsibility for said well, together with all materials and equipment appurtenance thereto, in its present condition.

In addition, it is the intent of Enron Oil & Gas Company to file a Partial Release of Oil & Gas Lease for the Enger K. Chrisman et al lease recorded in Book 10, Page 398 of the Sublette County Records Office, insofar and only insofar as

233178

RECORDED June 10 19 91 10:50 AM
IN BOOK 87 O&G PAGE 445
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

to Section 13: NE/4NW/4, Township 29 North, Range 113 West, Sublette County, Wyoming, from the surface of the earth to the depth of 3,212 feet, being the total depth drilled for the B-27 well.

This Assignment and Conveyance is made WITHOUT COVENANTS OF WARRANTY, EITHER EXPRESS OR IMPLIED, of any kind or nature whatsoever. The terms and conditions of this instrument shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns. This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, this instrument shall be effective the 1st of February, 1991.

FLYING W. LAND AND LIVESTOCK COMPANY

By: _____
Title: _____

ENRON OIL & GAS COMPANY

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of February, 1991, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

3-29-93

_____
Debbie Christy
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 7th day of January 1991, ~~1990~~, by _____ as _____ of Flying W. Land and Livestock Company.

WITNESS my hand and official seal.

My Commission Expires:

1-10-93

_____
Notary Public

7263D

ASSIGNMENT OF LEASEHOLD INTERESTS

THIS ASSIGNMENT, dated May 22, 1991 is from DOLAR OIL PROPERTIES, a Sole Proprietorship, 9035 South 700 East, Suite 100A, Sandy, Utah 84070, ("Assignor") to R. K. O'CONNELL, P.O. Box 2003, Casper, Wyoming, 82602, ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, sells and assigns to Assignee all right, title and interest in, to, under and by virtue of the following oil and gas lease more particularly described on the Exhibit "A" attached hereto and made a part hereof.

Assignor covenants that the Interests are free and clear of encumbrances arising by, through or under Assignor, except as indicated herein, but not otherwise, and Assignee shall have the right of full substitution and subordinate in and to any and all rights and actions of covenants or warranty that Assignor may have against any and all preceding owners and vendors of the Interests. Assignor herein hereby expressly excepts, reserves and retains title to an undivided one percent of eight-eighths (1% of 8/8ths) of all oil, gas and casinghead gas produced, saved and marketed from the lands described on the attached exhibit "A" under the provisions of the aforesaid leases, or any extensions or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

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.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED to be effective for all purposes as of date above.

233224

RECORDED June 12 1991 4:00 PM
IN BOOK 87 O/G PAGE 447
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Anne Riley

DOLAR OIL PROPERTIES

By: _____
Mark S. Dolar, Sole Proprietor

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

NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22nd day of May, 1991, by Mark S. Dolar, Sole Proprietor of Dolar Oil Properties, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

June 19, 1993

ANNE MCKINLEY
Notary Public
STATE OF UTAH
My Comm. Exp. June 19, 1993
9035 S 700 E, Sandy, UT 84070

Anne McKinley
Notary Public

EXHIBIT "A"

Lease Schedule attached to and made a part of that certain Assignment of Leasehold Interests dated May 22, 1991, from Dolar Oil Properties, Assignor to R. K. O'Connell, Assignee.

Tract I

LESSOR: Inez P. Finnegan, also known as Inez Finnegan, a widow, by Kathleen Bardin King, Attorney-In-Fact
LESSEE: DOLAR OIL PROPERTIES
LEASE DATED: April 10, 1991
RECORDING DATA: Book 87 O&G; Page 326
DESCRIPTION:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW/4
Section 21: E/2NE/4
Section 22: SE/4NE/4, W/2NE/4, NW/4
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2

Containing 960.00 acres, more or less

TRACT II

LESSOR: Clifford R. Daniels, a widower
LESSEE: Dolar Oil Properties
LEASE DATED: April 29, 1991
RECORDING DATA: Book 87 O&G; Page 328
DESCRIPTION:

Township 30 North, Range 114 West, 6th P.M.
Section 15: SW/4
Section 21: E/2NE/4
Section 22: SE/4NE/4, W/2NE/4, NW/4
Section 23: SE/4NE/4, W/2NE/4, NW/4, N/2S/2

Containing 960.00 acres, more or less

Return to:ERCO U.S.A.,Inc.
P.O. Box 22177
Oklahoma City, OK 73123

ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING)(
)(ss. 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, and for the mutual covenants herein contained, **FINA OIL AND CHEMICAL COMPANY**, 1601 N. W. Expressway, Suite 900, Oklahoma City, Oklahoma 73118, (hereinafter referred to as "Assignor"), does hereby grant, bargain, sell, transfer, assign, convey and deliver unto **LOCATORS OIL & GAS, INC.**, P. O. Box 130, Guthrie, Oklahoma 73044, (hereinafter referred to as "Assignee"), all right, title and interest in and to the Oil, Gas and Mineral Lease(s) described on Exhibit "A", attached hereto and made a part herecf.

Assignor also does hereby grant, bargain, sell, transfer, assign, convey and deliver to Assignee, its heirs, successors and assigns, all of Assignor's right, title and interest in and to the material and equipment used thereon and Assignee (evidenced by Assignee's acceptance of these presents) does agree to acquire these premises upon the terms and conditions herein stated.

Assignee, for the same consideration recited hereinabove, and in consideration of the premises, by the acceptance hereof, understands and agrees to the following terms and conditions.

1. Assignee hereby agrees that Assignor shall have the right, at its option to be exercised, waived and reexercised at any time and from time to time, to take and purchase at the prevailing posted price for the field being paid by any major oil company purchaser for oil of like grade and quality all or any part of the oil that may be produced and saved under said lease(s) from those formations underlying the lands described in Exhibit "A".

2. This Assignment and Bill of Sale is made by Assignor and accepted by Assignee without representation of or warranty of title either expressed or implied.

3. Assignee hereby agrees that it has inspected the lease(s), wells, personal property and equipment assigned hereby and that it accepts the same in their present condition. Assignee hereby agrees to assume all responsibility for Assignor's interest in said wells, the casing and leasehold equipment in and on said wells, and all other personal property used on or in connection therewith, from and after the date of this Assignment and Bill of Sale, and Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all damages, claims for damages, liabilities, charges, costs, expenses (including, with limitation, court costs, interest and attorney's fees), demands and causes of action of every kind and character, arising out of, incident to, or in connection with said lease(s), lands, wells, casing, leasehold equipment, and other personal property, or Assignee's operations, or the lack thereof, on said lease(s) and said lands, as of the effective date hereof, regardless of whether the liability therefor is based upon some alleged act or omission of Assignor, or of Assignee, or of some other party.

233227

RECORDED June 13 19 91 10:15 A M
IN BOOK 87 of G PAGE 449
FEES $12.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Mary Ley

4. With respect to any wells and any personal property, fixtures and equipment therein and thereon or used and obtained in connection therewith, Assignor makes no warranty or representation concerning the grade, quality, soundness, skill or workmanship employed in installing such personal property, fixtures and equipment, or as to whether such wells can be produced, or whether such personal property can be used, recovered or salvaged, and Assignee takes such wells, personal property, fixtures and equipment as it finds them, subject to all latent and patent defects therein and in the condition and installation thereof.

5. The stock tanks shall be gauged as of 7:00 a.m. on the effective date of the sale and oil and/or gas produced thereafter shall be the property of the Assignee. Production, as well as any imbalances in production, created prior to the effective date of the sale will remain the property of Assignor, and Assignee will be expected to submit payment for any merchantable oil in the tanks or current imbalances existing on the effective date of the sale, if applicable.

6. Assignee agrees to hold Assignor harmless for all claims and demands of the Corporation Commission or any other State regulatory body; additionally, Assignee shall be responsible for any sales tax which may become due in connection with the above wells. Assignee agrees to promptly execute and file with any State, Federal, or any other public agency, any additional documentation required to effectuate this conveyance.

7. Assignee hereby agrees to and does assume full liability and responsibility from and after the effective date of this Assignment for the wells located on said lease(s) as the same pertain to the interests assigned to Assignee hereunder and for operating and/or plugging and abandonment of such wells. Further, Assignee hereby agrees to and does indemnify and save Assignor harmless from and after the effective date of this Assignment from and against any and all losses, claims, suits, liability and expenses of any type whatsoever arising out of or associated with Assignee's operations on said lease(s), including, but not limited to, the plugging and abandonment of any such wells, as well as all of the obligations assumed by Assignee herein.

8. Assignee hereby agrees to pay all Ad Valorem taxes now or hereafter assessed against said lease(s), insofar and only insofar as such Ad Valorem taxes are applicable to or pertain to the interests assigned to Assignee hereunder, the production therefrom and the wells and the personal property, fixtures and equipment therein and thereon or used and obtained in connection therewith. Further, in the event that such Ad Valorem taxes for the year 1991 shall have already been paid by Assignor, then Assignee shall promptly reimburse Assignor on a proportionate basis for such year.

9. This Assignment and Bill of Sale is specifically made subject to all royalties, overriding royalties, payments out of production, oil payments and other similar interests, if any, and Assignee shall bear and agree to assume the responsibility for any such burdens. This Assignment and Bill of Sale is further subject to the terms and conditions of any agreements to which the Oil, Gas and Mineral Lease(s) assigned hereby may be subject, if any, whether or not of record, and Assignee agrees to comply with all the terms, conditions and provisions of any such agreements. As part of the consideration for this Assignment, Assignee assumes and agrees to perform all valid obligations of Assignor accruing after the date hereof, under or in respect of the interests and rights assigned hereunder.

10. It is the express intent of this Assignment and Bill of Sale, as well as the express intent of Assignor to assign, and Assignee to receive all of Assignor's right, title and interest in and to the **SODA UNIT #23-15** well, as well as the oil and gas leasehold estate included within the producing unit assigned thereto. It is not the intent of either party that this Assignment should convey or otherwise effect any rights of Assignor in and to any other wells situated upon the oil and gas leasehold conveyed hereby, and to that end, it is expressly agreed between Assignor and Assignee that any wellbores other than the **SODA UNIT #23-15** well shall be expressly excluded from the terms of this Assignment.

All subsequent conveyances or assignments of the Assigned Acreage and/or Well(s), in whole or in part, shall incorporate the covenants and limitations identical in substance to the foregoing for Assignor's continuing benefit, and shall similarly bind Assignee's successors or assigns. Further, Assignee's failure to observe any of the foregoing covenants and limitations herein shall constitute a material breach of this Agreement.

This Assignment and Bill of Sale and all rights and covenants in connection herewith shall be binding upon the parties hereto, their respective heirs, successors and assigns, and the covenants hereof shall run with the leasehold interest and lands.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed and delivered this 5th day of June, 1991, **but effective as of June 1, 1991.**

"ASSIGNOR"

FINA OIL AND CHEMICAL COMPANY

Richard C. Lindley
Attorney-in-Fact

"ASSIGNEE"

ATTEST:

Secretary

LOCATORS OIL & GAS, INC.

by: Kenneth V. Nelson Vice President

LOCATORS OIL & GAS, INC. SEAL OKLA.

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 3rd day of May, 1991.

Susan Wedel
Notary Public in and for
Oklahoma County, Oklahoma

My Commission Expires:
July 28, 1992

****

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss.
COUNTY OF Logan)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Kenneth V.Nelson known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of Locator's Oil & Gas,Inc. P.O.Box 130,Guthrie,OKLA., 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 24 day of May, 1991.

Notary Public in and for
Logan County, Oklahoma

My Commission Expires:
4-23-94

Exhibit "A"

Attached to and for all purposes made a part of that certain Assignment and Bill of Sale dated June 3, 1991, by and between Fina Oil and Chemical Company, as Assignor, and Locators Oil & Gas, Inc., as Assignee.

1. WELL NAME: SODA UNIT #23-15
LEASE NUMBER: 01 WY 003866-000
LEASE DATE: November 1, 1975
LESSOR: USA-W-52411
LESSEE: Leslie J. France
RECORDED: Book -, Page -
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE FOLLOWING DESCRIBED LANDS:**

TOWNSHIP 32 NORTH, RANGE 115 WEST

SECTION 15: W½ NE¼; and
SE¼ NE¼

SITUATED IN SUBLETTE COUNTY, WYOMING

454

AMENDED

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN U. S. OIL AND GAS LEASE

Serial No. Wyoming Evanston 022726

KNOW ALL MEN BY THESE PRESENTS, That

A. KEYSER CO., c/o I. J. Wagner, 910 Kennecott Building, Salt Lake City, Utah 84133

Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged; does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the acounts shown:

NAME	ADDRESS	PERCENT
ZIONS FIRST NATIONAL BANK Trustee of the A. Keyser Co. Trust	P. O. Box 30880 Salt Lake City, Utah 84130-0880	1.875% of 8/8ths (75% of 2.50% of 8/8ths)

being in all a total of an undivided 1.875% of 8/8ths overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in County of Sublette, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

233249

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

Section 17: SE¼SW¼
Section 20: E½NW¼, N½SE¼, SE¼SE¼
Section 29: NE¼NE¼

RECORDED June 17 1991 8:15 A.M.
IN BOOK 87 O&G PAGE 454
FEES 4.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jan Riley

containing 280.00 acres, more or less.

Executed and witnessed this 4th day of June, 1991

Witness: [signature]

A. KEYSER CO.

By: [signature]
I. J. Wagner, Partner

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On the 4th day of June, 1991, before me personally appeared the signer..... of the above instrument, who duly acknowledged to me that ....he..... executed the same.

[signature]
Notary Public
Residing at Salt Lake City, Utah

My Commission expires:

NOTARY PUBLIC
KATHLEEN D. HARMON
[illegible] South Main
Salt Lake City, Utah 84130
My Commission Expires
January 25, 1993
STATE OF UTAH

ACCEPTED BY ASSIGNEE:

ZIONS FIRST NATIONAL BANK

By: [signature]

AMENDED DOCUMENT TO REPLACE ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DOCUMENTS
Entry No. 63560[illegible], recorded May 22, 1985, in Book 226PR, Page 583, and
Entry No. 20[illegible]4, recorded May 23, 1985, in Book 74 O&G, Page 476

PARTIAL RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, ENRON OIL & GAS COMPANY, a Corporation whose address is 1801 California St., Suite 3400, Denver, Colorado 80202-2634, does hereby release, relinquish and surrender all of its right, title and interest in and to the following described Oil and Gas Lease, but insofar and only insofar as said lease covers that certain interval described below, situated in the County of Sublette, State of Wyoming, to wit:

LEASE NO.:	0050003-000
DATE:	July 1, 1954
LESSOR:	Enger K. Chrisman, a widow, Mamie (Mayme) L. Chrisman, Harriet E. Chrisman, John N. Chrisman and Nadine Chrisman, James W. Chrisman, Jr , Helen C. Sears, formerly Bedgood, Frank E. Sears, Jr., Charles G. Chrisman, Vego M. Chrisman and Delle Chrisman, and Gaius Shaver and Stella C. Shaver
LESSEE:	Belco Petroleum Corporation
DESCRIPTION:	Insofar and only insofar as the above described Oil and Gas Lease covers the following described lands: Township 29 North, Range 113 West Section 13: NE/4NW/4
DEPTH LIMITATION:	Insofar and only insofar as the above described Oil and Gas Lease covers the interval from the surface of the earth to the depth of 3,212 feet being the total depth drilled for the B-27 well located in the NE/4NW/4 of Section 13, Township 29 North, Range 113 West, Sublette County, Wyoming
RECORDED:	Book 10, Page 398

There is excepted from this release any and all right, title and interest of the undersigned under any other lands covered by said lease which are not specifically described in this release and all right, title and interest in all depths below the depth limitation in the lands specifically described above.

233258 Executed this 3rd day of June, 1991.

ENRON OIL & GAS COMPANY

RECORDED June 17 1991 12:50 PM
IN BOOK 87 O&G PAGE 455
FEES $ Two Dollars & Cents COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of June, 1991, 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 Christy
Notary Public

8721D

SC 32-296
Eig Piney Shallow

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
ROCK SPRINGS DISTRICT OFFICE
P O BOX 1869
ROCK SPRINGS, WYOMING 82902-1869

3105.2 (411g)

May 23, 1991

Enron Oil & Gas Company
c/o Debra A. March
1801 California Street, Suite 3400
Denver, Colorado 80202

Gentlemen:

Enclosed is one copy of the approved communitization agreement involving 40.00 acres of Federal land in lease WYE-021741 and 40.00 acres of patented land, Cedar Creek 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 Baxter Formation underlying the S1/2SE1/4 of Section 32, T.27N., R.113W., 6th P.M. The agreement was approved on May 23, 1991, is effective October 1, 1990, and has been designated communitization agreement No. WYW123537.

With the approval of this communitization agreement, it is necessary that the described reports (Exhibit No. 1) be filed with the Minerals Management Service (MMS).

Please furnish all interested principals with whatever evidence of this approval you deem appropriate.

Sincerely,

Robert H. Chase
Chief, Oil and Gas
Mineral Resources

Enclosures

233259

RECORDED June 17 19 91 12:50 P M
IN BOOK 87 O&G PAGE 456
FEES $ 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

REPORTS TO BE FILED WITH MINERALS MANAGEMENT SERVICE (MMS)

MMS-3160 - Monthly Report of Operations

Form MMS-3160, "Monthly Report of Operations" must be submitted each month to Minerals Management Service (MMS) for each communitization agreement beginning with the month in which drilling operations commence.

MMS-2014 - Report of Sales and Royalty Remittance

Form MMS-2014, "Report of Sales and Royalty Remittance" must be submitted each month to Minerals Management Service (MMS) for each communitization agreement beginning with the month production begins, including production during testing and completion operations.

MMS-4025 - Payor Information

If there is production (producing wells) associated with the attached approval, the approval requires the submission of a "Payor Information" Form MMS-4025 to Minerals Management Service (MMS) within 30 days (30 CFR 210.51). Please notify the designated payor or payors (purchasers, working interest owners, or others) as soon as possible regarding this requirement. Any production royalties that are due must be reported and paid within 90 days of the Bureau of Land Management's approval date or the payors will be assessed interest for late payment under the Federal Oil and Gas Royalty Management Act of 1982 (See 30 CFR 218.54). If you need assistance or clarification, please contact the Minerals Management Service at 1-800-525-9167 or 303-231-3504.

Exhibit No. 1

Opr

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 27 North, Range 113 West, 6th P.M.
Section 32: S/2SE/4
Sublette County, Wyoming

as to natural gas and associated liquid hydrocarbons producible from the Baxter formation. This approval will become invalid if 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: MAY 23 1991

Effective: OCT -1 1990

Authorized Officer
Robert H. Chase
Chief, Oil and Gas
Bureau of Land Management
Rock Springs, Wyoming

Contract No.: Com. Agr. WYW123537



Communitization Agreement

Contract No. WYW123537

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 27 North, Range 113 West, 6th P.M.
Section 32: S/2SE/4
Sublette County, Wyoming

containing 80.00 acres, and this agreement shall include only 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 3, 1990, 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

By: D. Weaver

Title: Agent and Attorney-in-Fact

DATE: December 3, 1990

William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Nancy L. Hood

Paul Phillip Austgen

Harry Polikoff, Trustee under the Last Will and Testament of Marjorie L. Polikoff

Thomas E. Bratter, Trustee under the Last Will and Testament of Marjorie L. Polikoff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of December, 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 Christy
Notary Public



William Q. Heintze
William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Nancy L. Hood

Paul Phillip Austgen

Harry Polikoff, Trustee under the Last Will and Testament of Marjorie L. Polikoff

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William Q. Heintze, Trustee

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Paul Phillip Austgen

Harry Polikoff, Trustee under the Last Will and Testament of Marjorie L. Polikoff

Thomas E. Bratter, Trustee under the Last Will and Testament of Marjorie L. Polikoff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of December, 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 Christy
Notary Public

William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Communitization Agreement for T-27N, R-113W, S-32: S½SE¼
Nancy L. Hood Sublette Co., Wyoming ONLY.

Nancy L. Hood

Paul Phillip Austgen

Harry Polikoff, Trustee under the Last Will and Testament of Marjorie L. Polikoff

Thomas E. Bratter, Trustee under the Last Will and Testament of Marjorie L. Polikoff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of December, 1990, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

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My Commission Expires:

3-27-93

Debbie Christy
Notary Public

William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Nancy L. Hood

Paul Phillip Austgen, Trustee of
Laura Elaine Austgen Trust

FOR CC 12-32

Paul Phillip Austgen, Trustee of
Stephanie Paulette Austgen Trust

Harry Polikoff, Trustee under the
Last Will and Testament of Marjorie L.
Polikoff

Thomas E. Bratter, Trustee under the
Last Will and Testament of Marjorie L.
Polikoff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of December, 1990, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

Debbie Christy
Notary Public

William Q. Heintze Trust,
William Q. Heintze, Trustee

William Jay Heintze

Georgia Jill Dair

Nancy L. Hood

Paul Phillip Austgen

Harry Polikoff, Trustee under the Last Will and Testament of Marjorie L. Polikoff

Thomas E. Bratter, Trustee under the Last Will and Testament of Marjorie L. Polikoff

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 3rd day of December, 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 Christy
Notary Public

STATE OF New Jersey)
) ss.
COUNTY OF Camden)

The foregoing instrument was acknowledged before me this 2nd day of January, 1991, ~~1990~~, by William Q. Heintze, Trustee of the William Q. Heintze Trust.

WITNESS my hand and official seal.

My Commission Expires:

LORNA B. HOUSELL
Notary Public, State of New Jersey
My Commission Expires Oct. 23, 1995

5/23/95

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Jay Heintze.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Georgia Jill Dair.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Q. Heintze, Trustee of the William Q. Heintze Trust.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF Virginia)
) ss.
COUNTY OF Norfolk)

The foregoing instrument was acknowledged before me this 18th day of January, 199[illegible], by William Jay Heintze.

WITNESS my hand and official seal.

My Commission Expires:

My Commission Expires: _____

Ethel M Buchan
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Georgia Jill Dair.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Q. Heintze, Trustee of the William Q. Heintze Trust.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by William Jay Heintze.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF New York)
) ss.
COUNTY OF Rockland)

The foregoing instrument was acknowledged before me this 27th day of December, 1990, by Georgia Jill Dair.

WITNESS my hand and official seal.

My Commission Expires:

4/28/92 _____
Notary Public

E ...LIS DARRIN
Not ... Sate of New York
No. 4...137
Qualified in Rockland County
Commission Expires 4/28/92

STATE OF Colorado)
) ss.
COUNTY OF Saguache)

The foregoing instrument was acknowledged before me this 3rd. day of May, 1991, XXXX by Nancy L. Hood.
N L H. 5-3-91

WITNESS my hand and official seal.

My Commission Expires: N/A

Sandra L. Cunningham
XXXXXXXXXXXX Saguache County Deputy Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Paul Phillip Austgen.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Harry Polikoff as Trustee under the Last Will and Testament of Marjorie L. Polikoff.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Nancy L. Hood.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF Colorado)
)
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 12th day of February, 1991, by Paul Phillip Austgen, Trustee of the Laura Elaine Austgen Trust.

WITNESS my hand and official seal.

My Commission Expires:

11-23-94 Virginia J. Sanders
Notary Public

STATE OF Colorado)
)
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 12th day of February, 1991, by Paul Phillip Austgen, Trustee of the Stephanie Paulette Austgen Trust.

WITNESS my hand and official seal.

My Commission Expires:

11-23-94 Virginia J. Sanders
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Nancy L. Hood.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Paul Phillip Austgen.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF N Y)
) ss.
COUNTY OF N Y)

The foregoing instrument was acknowledged before me this 12th day of _____, 1990, by Harry Polikoff as Trustee under the Last Will and Testament of Marjorie L. Polikoff.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

ISRAEL BEN-ZION
Notary Public, State of New York
No. 41-4808093
Qualified in Bronx County
Cert. Filed in New York County
Comm. Expires Nov. 30, 19[illegible]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Thomas E. Bratter as Trustee under the Last Will and Testament of Marjorie L. Polikoff.

WITNESS my hand and official seal.

My Commission Expires:

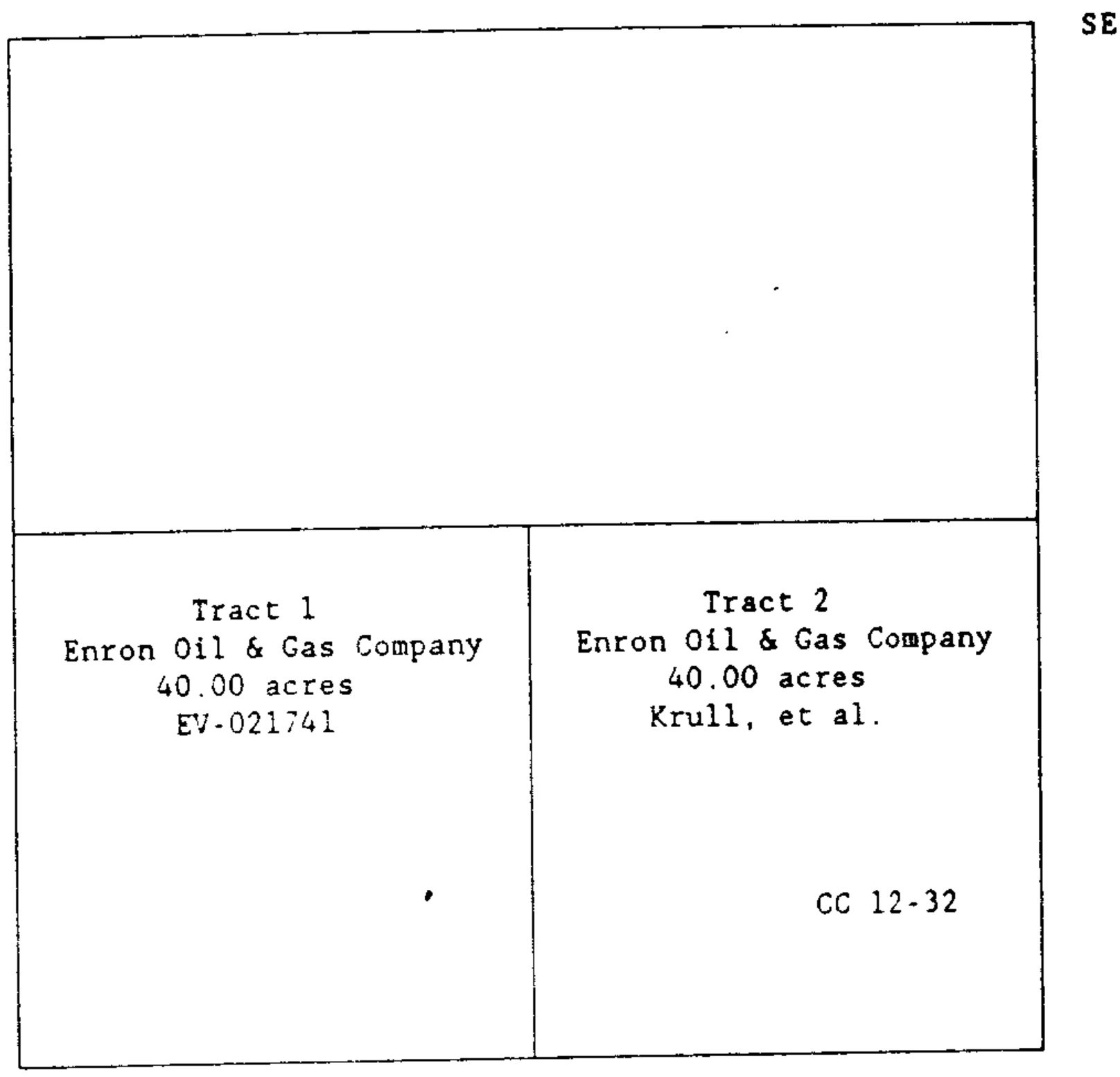
_____ _____
Notary Public

ISRAEL BEN-ZION
Notary Public, State of New Y...
No. 4748052
Qualified in Bronx County
Cert. Filed in New York Coun...
Comm. Expires Nov. 30, 19...

8058D

EXHIBIT A

Plat of communitized area covering the S/2SE/4 of Section 32, Township 27 North, Range 113 West, 6th P.M., Cedar Creek Field, Sublette County, Wyoming.



3058D

EXHIBIT "B"

To Communitization Agreement dated December 3, 1990
embracing S/2SE/4 of Section 32,
Township 27 North, Range 113 West, 6th P.M.
Sublette County, Wyoming

Operator of Communitized Area: Enron Oil & Gas Company

DESCRIPTION OF LEASES COMMITTED

Tract 1

Lease Serial Number:	E-021741 (0050019-000)
Lease Date:	September 1, 1946
Lease Term:	5 years
Lessor:	United States of America
Lessee on effective date of agreement if different from Present Lessee:	Georgia M. Davis
Present Lessee:	Enron Oil & Gas Company
Description of Lands Committed:	Township 27 North, Range 113 West, 6th P.M. Section 32: SW/4SE/4 Sublette County, Wyoming
Number of Acres:	40.00
Royalty Rate:	12.5%
Name and Percent of ORRI Owners:	William Q. Heintze Trust 1.000% William Jay Heintze .500% Georgia Jill Dair .500% Enron Oil & Gas Company .500% Nancy L. Hood .625% Paul Phillip Austgen, Trustee of Laura Elaine Austgen Trust .3125% Paul Phillip Austgen, Trustee of Stephanie Paulette Austgen Trust .3125% Harry Polikoff and Thomas E. Bratter, Trustees under the Last Will and Testament of Marjorie L. Polikoff 1.250%
Name and Percent of WI Owners:	Enron Oil & Gas Company 100.000%

TRACT 2

Lessor(s):	Mineral Interest	Lease Date	Lease Term
Nancy Jo Twitchell Knadler, et vir.	12.5%	3-22-89	3 yrs.
Joseph W. Krall	25.0	3-23-89	3 yrs.
Ted E. Miller	8.33333%	3-29-89	3 yrs.
Frank T. Miller	8.33333%	3-29-89	3 yrs.
Marilyn James, et vir.	8.33333%	3-31-89	3 yrs.
Sally Orr	12.5%	3-23-89	3 yrs.
Susan K. Donaldson, et vir.	12.5%	3-23-89	3 yrs.
Judy Betka	12.5%	3-23-89	3 yrs.

Present Lessee: Enron Oil & Gas Company (0057821-001 through -008)

Description of Lands Committed: Township 27 North, Range 113 West, 6th P.M.
Section 32: SE/4SE/4
Sublette County, Wyoming

Number of Acres: 40.00

Royalty Rate: 12.5%

Name and Percent of ORRI Owners: None

Name and Percent of WI Owners: Enron Oil & Gas Company 100%

Leases contain a provision authorizing pooling in accordance with the acreage requirement of the agreement.

R E C A P I T U L A T I O N

Tract No.	Number of Acres Committed	Percent of Interest
1	40.00	50.000000%
2	40.00	50.000000%
	80.00	100.000000%

8058D

BEFORE THE OIL AND GAS CONSERVATION COMMISSION

OF THE STATE OF WYOMING

IN THE MATTER OF A HEARING BROUGHT ON THE APPLICTION OF ENRON OIL AND GAS COMPANY, FOR AN ORDER FROM THE COMMISSION VACATING A DRILLING AND SPACING UNIT FOR THE PRODUCTION OF OIL, GAS, AND ASSOCIATED HYDROCARBONS FROM THE BAXTER FORMATION UNDERLYING LANDS IN THE S½SE¼ OF SECTION 32, TOWNSHIP 27 NORTH, RANGE 113 WEST, AND LOTS 1 AND 2, OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 113 WEST, SOUTH HOGSBACK/SOUTH LABARGE AREAS, LINCOLN AND SUBLETTE COUNTIES, WYOMING, AND RESPACING A PORTION OF THOSE LANDS TO 80-ACRE SPACING UNITS	CAUSE NO. 1 ORDER NO. 23 DOCKET NO. 126-90

APPEARANCES:

ENRON OIL AND GAS COMPANY - Tom 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 2:20 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 application of Enron Oil and Gas Company, for an order from the Commission vacating a drilling and spacing unit for the production of oil, gas, and associated hydrocarbons from the Baxter Formation underlying certain lands in the South Hogsback/South LaBarge Field Areas, Lincoln and Sublette Counties, Wyoming.

The examiner proceeded to hear the statements of the applicant and thereafter considered the documentary evidence offered at the hearing, and after a review of pertinent 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 is the owner of certain operating rights in portions of the following described lands in Lincoln and Sublette Counties, Wyoming, to wit;

Township 27 North, Range 113 West, 6th P.M.-Sublette County, Wyoming
Section 32: S½SE¼

Township 26 North, Range 113 West, 6th P.M.-Lincoln County, Wyoming
Section 5: Lots 1 and 2

2. Pursuant to Enron's application in April 1989, the Commission created

the above described 155.8 acre drilling and spacing unit for the Baxter Formation in Cause No. 1, Order No. 20, Docket No. 74-89. Said order established some 80-acre drilling and spacing units and in order to maintain consistency between the Baxter Formation and the Frontier/Bear River (Muddy) Formation spacing for future commingling purposes, certain larger multi-well drilling and spacing units which still maintain an 80-acre per well density pattern. The Baxter drilling and spacing units in this area were, wherever possible, created to mirror the drilling and spacing units for the Frontier and Bear River (Muddy) Formation spacing. A producing well, the Mobil 51X-5, was previously drilled and produced from the Bear River (Muddy) Formation underlying such lands. This well was plugged and abandoned in 1985 and there is no longer any production from the Bear River (Muddy) Formation within the above described drilling and spacing unit. The spacing for the above described drilling and spacing unit for the Frontier and Bear River (Muddy) Formations was subsequently vacated by Cause No. 1, Order No. 21, Docket No. 143-89.

3. Based on the results of development and production in the Baxter Formation, correlative rights will be protected by creation of approximate 80-acre drilling and spacing units. Since there is presently no production from any formation underlying the above describe lands and it was never Enron's intent to space other owners' lands on which there were no existing wells, the above described 155.8 acre drilling and spacing unit should be vacated and development and production should proceed on the basis of the drilling and spacing unit proposed by Enron. The request is that an 80-acre drilling and spacing unit be established covering the lands in the S½SE¼ of Section 32, Township 27 North, Range 113 West, Sublette County, Wyoming and that the spacing of the other lands proceed pursuant to Rule 302 or pursuant to future drilling and spacing units as established by the Commission.

4. Vacating the above described 160-acre drilling and spacing unit and creating one 80-acre drilling and spacing unit will assist in preventing the various types of waste prohibited by the Statutes of the State of Wyoming and will also protect correlative rights.

CONCLUSIONS OF LAW

1. Due and legal notice of time, place and purpose of this hearing has been given 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 hearing conducted by examiners.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that the following described lands be vacated from the previous order of the Commission identified as Cause No. 1, Order No. 20, Docket No. 74-89, for the Baxter Formation, South Hogsback/South LaBarge Field area, Lincoln and Sublette Counties, Wyoming, to wit:

Township 27 North, Range 113 West, 6th P.M.-Sublette County, Wyoming
Section 32: S½SE¼

Township 26 North, Range 113 West, 6th P.M.-Lincoln County, Wyoming
Section 5: Lots 1 and 2

comprising 155.8 acres, more or less.

IT IS FURTHER ORDERED that Lots 1 and 2 of Section 5, Township 26 North, Range 113 West, be returned to Wyoming Oil and Gas Conservation Commission Rule 302.

IT IS FURTHER ORDERED that approximately 80-acre (more or less) drilling and spacing units be and hereby are established for the Baxter Formation underlying Unit No. 17 in the S½SE¼ of Section 32, Township ~~26~~ 27 North, Range 113 West, Sublette County, Wyoming.

IT IS FURTHER ORDERED that the well shall be located no closer than 460' from the drilling and spacing unit boundary, and no closer than 1,120' from the nearest well capable of producing in paying quantities from the Baxter Formation.

IT IS FURTHER ORDERED that all other provisions of Cause No. 1, Order No. 20, Docket No. 74-89, remain in full force and effect.

DATED this 10th day of May 1990.

WYOMING OIL AND GAS
CONSERVATION COMMISSION

/S/ Gene R. George
Mr. Gene R. George,
Commissioner

/S/ Gary B. Glass
Mr. Gary B. Glass,
Acting Chairman-Commissioner

/S/ Richard D. Marvel
Mr. Richard D. Marvel - Examiner

/S/ Howard M. Schrinar
Mr. Howard M. Schrinar,
Commissioner

/S/ Eddie Moore
Mr. Eddie Moore,
Commissioner

wy 35219

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 121408

Lease Effective Date
(Anniversary Date)
9/1/90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code
   Meridian Oil Inc.
   5613 DTC Parkway
   Englewood, Colorado 80111

*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 110 West, 6th P.M. Section 17: W½, S½SE¼ Section 20: All Section 21: W½W½ Section 28: W½NW¼, NW¼SW¼	100%	100%	0%	0%	

233263

RECORDED June 17, 19 91 4:30 PM
IN BOOK 87 O&G PAGE 483
FEES $8.00 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 01 1991

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 05 1991
(Date)

FOR ASSIGNEE

483

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 16th day of April, 1991

Name of Assignor as shown on current lease LCM, Ltd.
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact Lester C. McCormick, Partner
(Signature)

P.O. Box 596
(Assignor's Address)

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

Executed this 23rd day of April, 1991

MERIDIAN OIL INC.

Assignee _____ (Signature)
or
Attorney-in-fact _____ (Signature)
John C. Beck, Attorney-in-fact

MERIDIAN OIL
801 CHERRY STREET
FORT WORTH, TEXAS 76102

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

STATE OF Colorado :
: ss.
COUNTY OF Jefferson :

I, the undersigned, a Notary Public in and for the above named county and state, do hereby certify that on this 16th day of April, 1991, personally appeared before me Lester C. McCormick to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

My Commission Expires:

April 22, 1991

Cheryl Lynn White
Notary Public Cheryl Lynn White
In and For Said County and State

Residing at 7306 W. 59th Ave.
State of Arvada, CO 80003

CHERYL LYNN WHITE NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO §
§ ss.
COUNTY OF ARAPAHOE §

CHARLOTTE M. FLANAGAN NOTARY PUBLIC STATE OF COLORADO

BEFORE ME, the undersigned authority, on this day personally appeared John C. Beck known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of MERIDIAN OIL INC., a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of March, 1991.

My commission expires:
1-09-95

Charlotte M. Flanagan
Notary Public: Charlotte M. Flanagan
5613 DTC Parkway, Englewood, CO 80111

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

WY352/8

Lease Serial No.
WYW 121407

Lease Effective Date
(Anniversary Date)
9/1/90

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* Meridian Oil Inc.
   Street 5613 DTC Parkway
   City, State, ZIP Code Englewood, Colorado 80111

*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 110 West, 6th P.M. Section 6: Lots 2-5, SESW, SWSE Section 7: Lots 1-4, E½W½, E½ Section 18: Lots 1-4, E½W½, E½ Section 19: Lots 1-4, E½W½, E½	100%	100%			

233264

RECORDED June 17 19 91 4:44 PM
IN BOOK 87 O&G PAGE 486
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

Assignment approved effective JUN 01 1991

☐ Assignment approved for attached land description

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

By /s/ PAMELA J. LEWIS SUPERVISORY LAND LAW EXAMINER JUN 05 1991

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 16th day of April, 19 91

Name of Assignor as shown on current lease LCM, Ltd.
Please type or print

Assignor
or
Attorney-in-fact Lester C. McCormick, Partner
(Signature)

P.O. Box 596
(Assignor's Address)

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

Executed this 23rd day of April, 19 91

MERIDIAN OIL INC.

Assignee
or
Attorney-in-fact
(Signature)
John C. Beck, Attorney-in-fact

MERIDIAN OIL
801 CHERRY STREET
FORT WORTH, TEXAS 76102

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

STATE OF Colorado :
: ss.
COUNTY OF Jefferson :

I, the undersigned, a Notary Public in and for the above named county and state, do hereby certify that on this 16th day of April, 1991, personally appeared before me Lester C. McCormick to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

My Commission Expires:

April 22, 1991

Cheryl Lynn White
Notary Public Cheryl Lynn White
In and For Said County and State

Residing at 7306 W. 59th Ave.
State of Arvada, CO 80003

CHERYL LYNN WHITE NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO §
§ ss.
COUNTY OF ARAPAHOE §

BEFORE ME, the undersigned authority, on this day personally appeared **John C. Beck** known to me to be the person whose name is subscribed to the foregoing instrument as **Attorney-in-Fact of MERIDIAN OIL INC.**, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, 1991.

My commission expires:
1-09-95

Charlotte M. Flanagan
Notary Public: Charlotte M. Flanagan
5613 DTC Parkway, Englewood, CO 80111

CHARLOTTE M. FLANAGAN NOTARY PUBLIC STATE OF COLORADO

SOC Lease #16-18-019

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW124444

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1 Name Samedan Oil Corporation
Street 1660 Lincoln St#3000
City, State, Zip Code Denver, CO 80264

2. This application/offer/lease is for *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM _____ Unit/Project _____

Legal description of land requested *Parcel No. _____ *Sale Date (m/d/y): _____

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

T. R. Meridian State County

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____

Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease

T 032N R 113W 06th Meridian WY State Sublette County
Sec. 029 ALL

233351

RECORDED June 24 19 91 1:30 PM
IN BOOK 87 O&G PAGE 489
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

Total acres in lease 640.000
Rental retained $ 960.00

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)

X Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer) JUN 13 1991

for Supervisory Land Law Examiner (Title) (Date)

EFFECTIVE DATE OF LEASE JUL 01 1991

FOR LESSEE

(Continued on reverse)

(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 of offeror's chief executive officer, directly and indirectly 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. (Date)

(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 upon its issuance if the land is open to leasing at the time this offer was filed or is opened 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 includes 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 _____, _____.

_____
(Signature of Lessee or Attorney-in-fact)

_____
(Address)

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 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. Royalty 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 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 such wells as may be 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. Oil and gas forms 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 keep records accurate and reports current, and all such records, and documentation of 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. Subject to applicable confidentiality provisions, 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, 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 waiver shall not prevent the exercise of these remedies for any other default or the same default occurring at any other time; and lessee shall not be relieved of the payment of any accrued obligations. The provisions 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, 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.

WYW124444

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 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.

WYW124444

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.

WYW124444

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they occur. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

496

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-103010

Lease Effective Date
(Anniversary Date)
February 1, 1987

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Frank H. Ingham (50%)
P. O. Box 371
Casper, WY 82602

Timothy R. Coon (50%)
P. O. Box 2003
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)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 112 West, 6th P.M. Sec. 33: SW4 containing 160.00 acres, m/l Sublette County, Wyoming	5% of 8/8ths	1.5% of 8/8ths	3.5% of 8/8ths		

233352

RECORDED June 24 1991 1:45 P M
IN BOOK 87 O&G PAGE 496
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Tear

PART C: GENERAL INSTRUCTIONS

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.

[redacted] [redacted] [redacted]

PAPERWORK [redacted] ON ACT STATEMENT

1. This information is being collected pursuant to the law

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease 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.

Year

Year

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

State of Wyoming
County of Natrona } :ss.

The foregoing instrument was acknowledged before me by R. K. O'Connell and Vula O'Connell

this 20th day of June 19 91

Witness my hand and official seal.

Cindy L. King
Notary Public

My Commission Expires:

CINDY L. KING - Notary Public
County of Natrona
State of Wyoming
My Commission Expires July 3, 1994

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 20th day of June, 19 91

Name of Assignor as shown on current lease R. K. O'Connell
Please type or print

Assignor [signature]
or
Attorney-in-fact [signature]
spouse

P. O. Box 2003
(Assignor's Address)

Casper, Wyoming 82602-2003
City State Zip Code

Executed this _____ day of _____, 19 91

Assignee _____ (Signature)
or
Attorney-in-fact _____ (Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988-573-016:80011

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS, that **TEXON ENERGY CORPORATION** (hereinafter referred to as "Assignor"), whose mailing address is c/o Stanwich Partners, Inc., One Stamford Landing, 62 Southfield Avenue, Stamford, Connecticut 06902, does hereby bargain, sell, quitclaim, assign and convey unto **McRAE & HENRY, LTD.**, (hereinafter referred to as "Assignee"), whose mailing address is 730 Seventeenth Street, Suite 920, Denver, Colorado 80202-3520, any and all of Assignor's right, title and interest in and to the Oil and Gas Leases and/or lands set forth or referenced on Exhibit "A", attached hereto and made a part hereof, including but not limited to working interests, net revenue interests, overriding royalty interests, reversionary interests, payments out of production, rights to proceeds from the sale of products from said Leases, and other property interests; and in and to all personal property and equipment, including produced products, located on said Leases, *insofar and only insofar as said Leases cover the lands specifically set forth or referenced on said Exhibit "A"*; subject to the rights and obligations under all existing contracts and agreements which predate this Assignment, Bill of Sale and Conveyance but which may affect the leasehold estates and property herein conveyed;

TO HAVE AND TO HOLD unto Assignee, its heirs, successors and assigns forever.

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE is made without warranty of title, either express or implied, except by, through and under Assignor. Assignor makes no other express or implied warranties or representations as to the quality, merchantability, or fitness of the properties for Assignee's intended use whatsoever, and Assignee accepts the properties conveyed hereby "AS IS", "WHERE IS", "WITH ALL FAULTS", and in present condition and state of repair.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance is executed this 21st day of June, 1991, but effective as of the 1st day of April, 1991 at 7:00 A.M. local time to the location of the properties.

ASSIGNOR:
TEXON ENERGY CORPORATION

By: Lawrence A. Siebert
Vice President

Attest: Pierre R. Debroux
Assistant Secretary

233443

RECORDED July 1 1991 1:40 PM
IN BOOK 87 O&G PAGE 498
FEES 8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK

STATE OF CONNECTICUT)
) ss
COUNTY OF FAIRFIELD)

BEFORE ME, the undersigned, a Notary Public in and for the State of Connecticut, on this day personally appeared Lawrence A. Siebert, known to me to be the Vice President of Texon Energy Corporation, a Texas corporation, and acknowledged to me that he executed the foregoing instrument for the purpose therein contained, and in the capacity stated as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME this 21st day of June, 1991.

Estelle K. Mo[illegible]

My Commission expires:
September 30, 1996

Prepared by: *Kimberley Smith*
McRae & Henry, Ltd.
730 17th Street, Suite 920
Denver, CO 80202

EXHIBIT "A"

SUBLETTE COUNTY, WY
Page 1

NO. LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION	PROPERTY NAME	ID NO
787 USA W-54914	Rainbow Resources, Inc.	06/01/76	54 368 as #161716	Township 27 North, Range 112 West Section 23: W/2	Federal #2-23	WY-074
788 USA W-54137	Melvin Meester	04/01/76	64 155 -and- 64 328 -and- 64 562	Township 27 North, Range 111 West Section 20: NE/4	Federal #20-20 Federal #40-20	WY-075 WY-076

499

500

062-0267
Producers 88 - Revised
Wyoming (Pl (U)

OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 17th day of April '9 91 by and between
ELIZABETH GREENWOOD BROWN, A MARRIED WOMAN DEALING IN HER SEPARATE PROPERTY

of 28 North Street, Cottesloe W.A. 6011 Australia hereinafter called lessor (whether one or more), and
Exxon Corporation of P. O. Box 2305, Houston, Texas 77252 hereinafter called lessee:

WITNESSETH that lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit
Township 33 North - Range 113 West, 6th P.M.
Section 27: SW/4
Section 28: S/2
Section 29: S/2
Section 32: N/2N/2
Section 33: N/2N/2

233566

RECORDED July 19 1991 9:22 AM
IN BOOK 87 O&G PAGE 500
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Kelly

of Section Township Range, it being the purpose and intent of lessor to lease,
and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1120.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas, and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil, ~~one-eighth~~ 15% that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale; if the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf, on or before such date, shall pay or tender to lessor, or lessor's credit in the
WESTPAC Savings Bank Limited (Acct: 58-2645) Bank at Claremont, W.A. 6011 Australia
(which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of
one hundred ten and 00/100---------- DOLLARS ($ 110.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a lesser interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such lesser interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 under any of the covenants or conditions of this lease, either express or implied. Any change in the ownership of said land or of the right to receive 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 the 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 90 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 or 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, ratably according to the surface acreage of each, 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.

Lessee shall have the right to unitize all or any part of the above described land with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement, whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land under such agreement shall, for the purpose of computing royalties, 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 any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last address known to lessee as shown by lessee's records and shall give lessor written notice of the same, the name of the unit and the effective date of such operations.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or lands, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage of the land covered by this lease which is placed in the pooled area bears to the amount of the surface

acreage of the [redacted]. Nothing herein contained shall authorize or effect any [redacted] to any leasehold, royalty or other interest pooled [redacted] cessee (except for of a well, the conduct [redacted] drilling operations, the completion of a well or of a dry hole, [redacted] on of a producing well on the pooled area, shall be considered royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

Elizabeth Greenwood Brown

Elizabeth Greenwood Brown, a married woman dealing in her separate property

S.S. # 520-56-1292

County
~~STATE~~ OF [illegible] } SS.
~~COUNTY OF~~ [illegible]

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by [illegible]
this 24 day of May, 19[illegible].
WITNESS my hand and official seal.

[illegible]

My commission expires:

Notary Public

STATE OF WESTERN AUSTRALIA } SS.
~~COUNTY OF~~ [illegible]

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by ELIZABETH GREENWOOD BROWN
this 2nd day of JULY, 1991.
WITNESS my hand and official seal.

[illegible]

My commission expires:
LIFETIME APPOINTMENT

Notary Public

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

My commission expires:

Notary Public

STATE OF _____ } SS.
COUNTY OF _____

(Certificate of Recording)

This instrument was filed for record on thethis _____ day of _____, 19____ at _____ o'clock ___M
and recorded in Book _____ at Page _____ of the records of this office.

By _____
Deputy

County Clerk and Recorder

AFTER RECORDING, RETURN TO [illegible]

501

Producers 88 - Paid Up

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of May, 19 91, by and between

James P. Walker and Evelyn Walker, husband and wife
P.O. Box 284
White Sulfer Springs, Montana 59645

hereinafter called Lessor (whether one or more) and DOLAR OIL PROPERTIES whose post office address is 9035 South 700 East, Sandy, Utah 84070-2418, hereinafter called Lessee:

WITNESSETH: that lessor, for and in consideration of ten or 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S½NW¼, NW¼SE¼, NE¼SW¼

233595

RECORDED July 15 19 91 10:40 AM
IN BOOK 87 O&G PAGE 502
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mae Riley

together with all strips, parcels of land and riparian rights adjoining or continuous to the above described tract of land, and owned or claimed by lessor and containing 160.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered. Consideration paid herein shall constitute a bonus consideration payment of one fifth the total amount paid, and four annual rental payments equal to the bonus consideration paid.

3. In consideration of the premises the said Lessee covenants and agrees:
   1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
   2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
   3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar per year net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declarationshall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties. Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease/ such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands, or any part thereof, shall thereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

[redacted] [redacted] [redacted]

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

x James P Walker
James P. Walker
SS# 520-14 29 82

x Evelyn M. Walker
Evelyn Walker
SS# 547-36-2716

STATE OF MONTANA)
) ss.
COUNTY OF Meagher)

BEFORE ME, the undersigned authority, on this day personally appeared James P. Walker and Evelyn Walker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th day of ~~May~~ June 1991

My commission expires:

Chris K. Hedrick
Notary Public
Residing at Ringling

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 _____ day of _____, 198 _____

My commission expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as _____ of _____, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 198 _____

My commission expires:

Notary Public

504

1005348081

062-025
Producers 88 - Revised
Wyoming (P) (U)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of April, 19 91, by and between THARON LEE MICKELSON GREENWOOD, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES A. GREENWOOD, AKA JAMES A. GREENWOOD, JR., DECEASED, AND AS TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF JAMES A. GREENWOOD, DECEASED.

of P. O. Box 188, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and Exxon Corporation of P. O. Box 2305, Houston, Texas 77252 hereinafter called lessee;

WITNESSETH that lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 33 North - Range 113 West, 6th P.M.
Section 27: SW/4
Section 28: S/2
Section 29: S/2
Section 32: N/2N/2
Section 33: N/2N/2

233674

RECORDED July 22, 1991 2:20 P M
IN BOOK 87 O&G PAGE 504
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kay

~~of Section~~ ~~Township~~ ~~Range~~, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1120.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil ~~one-eighth~~ 1/8 of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale; if the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the wellhead and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf), on or before such date, shall pay (or tender to lessor, or lessor's credit in the _____ Bank at Rock Springs National Bank at Rock Springs, WY (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of four hundred forty and 00/100---------- DOLLARS ($ 440.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, rateably according to the surface acreage of each, 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.

~~Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to each agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.~~

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective [redacted] such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive [redacted] from an area so pooled only such portion of the royalties [redacted] absence of such pooling, would be payable hereunder to [redacted] duction from the land covered by this lease which is placed in the pooled [redacted] the amount of the surface

acreage of the entire po[redacted]thing herein contained shall authorize or effect any transfer [redacted] of a producing well on the pooled area, shall be conside[redacted] such drilling of a well, the conduct of [redacted] operations, the completion of a well or of a dry hole, or th[redacted]e lands covered by this lease whether or not such well is lo[redacted]g conducted royalty purposes) the same as if said well were located on, or such drilling operations were conducted on, or production were obtained from, or operations were conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling oper[redacted] thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor s warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Tharon Lee Mickelson Greenwood

S.S. #: 092 22 4101

Tharon Lee Mickelson Greenwood, individually
and as personal representative of the estate
of James A. Greenwood, AKA James A. Greenwood,
Jr., deceased, and as trustee under the last
will and testament of James A. Greenwood,
deceased.

STATE OF Wyoming } SS.
COUNTY OF Sublette

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Tharon Lee Mickelson Greenwood
this 13th day of May, 1994.
WITNESS my hand and official seal.

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1995

Kathleen A. King
Notary Public

My commission expires:
January 10, 1995

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

_____

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

_____

STATE OF _____ } SS.
COUNTY OF _____

(Certificate of Recording)

This instrument was filed for record on thethis _____ day of _____, 19____, at _____ o'clock ____M
and recorded in Book _____ at Page _____ of the records of this office.

_____
County Clerk and Recorder

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

506

062-0267
Producers 88 Revised
Wyoming (P) (U)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of April, 19 91, by and between
JILL GREENWOOD PALM, ~~A MARRIED WOMAN DEALING~~ IN HER SEPARATE PROPERTY

of Box 2128, Hailey, Idaho 83333 hereinafter called lessor (whether one or more), and
Exxon Corporation of P. O. Box 2305, Houston, Texas 77252 hereinafter called lessee,

WITNESSETH: that lessor, for and in consideration of ten dollars and other valuable consideration DOLLARS (S 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 33 North - Range 113 West, 6th P.M.
Section 27: SW/4
Section 28: S/2
Section 29: S/2
Section 32: N/2N/2
Section 33: N/2N/2

233675
RECORDED July 22 1991 2:20 P M
IN BOOK 87 O & G PAGE 506
FEES 8.00 Mary L. Lenhart COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Riley

~~of Section~~ ~~Township~~ ~~Range~~, it being the purpose and intent of lessor to lease and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1120.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three(3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas, and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil, ~~one-eighth~~ 1/5 of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf), on or before such date, shall pay or tender to lessor, or lessor's credit in the
First Security Bank of Idaho Bank at Hailey, Idaho 83333
(which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of
one hundred ten and 00/100---------- DOLLARS (S 110.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, ratably according to the surface acreage of each, 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.

~~Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereof the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.~~

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease, provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation or allowable. The area pooled and in- zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from any area so pooled only such portion of the royalties which the [redacted] of such pooling would be payable hereunder to lessor on [redacted] of the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the pooled area bears to the [redacted] of the land.

[redacted] title to any leasehold, royalty or other interest pooled pur[redacted]he commencement acreage of the ent[illegible] area. Nothing herein contained shall authorize or effect any t[redacted] purposes (except for of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be cons[illegible] royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Jill Greenwood Palm — S.S. #: 520-56-1290

Jill Greenwood Palm, ~~a married woman~~ dealing in her separate property J.F.

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Jill Greenwood Palm this 16th day of October, 1991.

WITNESS my hand and official seal.

My commission expires: 10/10/94

Janet Kay
Notary Public

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

STATE OF _____ } SS.
COUNTY OF _____

(Certificate of Recording)

This instrument was filed for record on thethis _____ day of _____, 19____ at _____ o'clock ____M and recorded in Book _____ at Page _____ of the records of this office.

_____ By _____
County Clerk and Recorder Deputy

AFTER RECORDING, RETURN TO: _____

507

062-026*
Producers 88 - Revised
Wyoming (P) (U)

508

OIL AND GAS LEASE

233676

THIS AGREEMENT, made and entered into this 17th day of April, 19 91, by and between CELESTE GREENWOOD MORI, A MARRIED WOMAN DEALING IN HER SEPARATE PROPERTY

of 1120 Sorenson Drive, Kemmerer, Wyoming 83101 hereinafter called lessor (whether one or more), and Exxon Corporation of P. O. Box 2305, Houston, Texas 77252 hereinafter called lessee

WITNESSETH: that lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 33 North - Range 113 West, 6th P.M.
Section 27: SW/4
Section 28: S/2
Section 29: S/2
Section 32: N/2N/2
Section 33: N/2N/2

RECORDED July 22 19 91 2:20 PM
IN BOOK 87 016 PAGE 508
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: mary Lilly

~~of Section~~ ~~Township~~ ~~Range~~, it being the purpose and intent of lessor to lease and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1120.00 acres.

three(3)

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil, ~~one-eighth~~ 15% of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale; (c) on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar per long ton; and if gas or any other mineral is produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale; if the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf), on or before such date, shall pay or tender to lessor, or lessor's credit in the Key Bank of Wyoming Bank at Kemmerer, Wy. 83101, which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of one hundred ten and 00/100---------- DOLLARS ($ 110.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, ratably according to the surface acreage of each, 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.

~~Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from that particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.~~

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and in zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessee shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage [redacted] placed in the pooled area bears to the amount of the surface acreage [redacted]

acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to drew and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Celeste Greenwood Mori

Celeste Greenwood Mori, a married woman
dealing in her separate property

S.S. # 520-56-1291

} ss

STATE OF Wyoming

COUNTY OF Lincoln

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Celeste Greenwood Mori

this 14th day of May, 1991.

WITNESS my hand and official seal.

Carolyn Hunter

Notary Public

My commission expires:

[illegible] Gunter
[illegible] Notary Public
County of Lincoln
State of Wyoming
My Commission Expires [illegible], 1994

} SS.

STATE OF

COUNTY OF

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by

this _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

Notary Public

} SS.

STATE OF

COUNTY OF

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by

this _____ day of _____, 19____.

WITNESS my hand and official seal.

My commission expires:

Notary Public

} SS.

STATE OF

COUNTY OF

(Certificate of Recording)

This instrument was filed for record on thethis _____ day of _____, 19____ at _____ o'clock ____M

and recorded in Book _____ at Page _____ of the records of this office.

By _____
Deputy

County Clerk and Recorder

AFTER RECORDING, RETURN TO

509

510

582-0267
Producers 88 - Revised
Wyoming (P) (U)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of April, 19 91, by and between JAMES AVERY GREENWOOD, DEALING IN HIS SEPARATE PROPERTY

of Cottonwood Route, Big Piney, Wyoming 83113, hereinafter called lessor (whether one or more), and Exxon Corporation of P. O. Box 2305, Houston, Texas 77252, hereinafter called lessee

WITNESSETH: that lessor, for and in consideration of ten dollars and other valuable consideration DOLLARS IS 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

233677

RECORDED July 22, 1991 2:26 PM
IN BOOK 87 O&G PAGE 510
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary L. Lankford

Township 33 North - Range 113 West, 6th P.M.
Section 27: SW/4
Section 28: S/2
Section 29: S/2
Section 32: N/2N/2
Section 33: N/2N/2

of Section _____ Township _____ Range _____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1120.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas, and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on ~~oil, one-eighth~~ 15% of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, 15% produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale; if the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf), on or before such date, shall pay or tender to lessor, or lessor's credit in the Acct # 924994 Bank at 1st National Bank, Pinedale, Wyo., (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of one hundred ten and 00/100---------- DOLLARS IS 110.00, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, ratably according to the surface acreage of each, 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.

~~Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from that particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.~~

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease [redacted] in the pooled area as the amount of the surface acreage [redacted] covered by this lease which is placed in the pooled area bears [redacted] amount of the surface

acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

James Avery Greenwood

James Avery Greenwood, dealing in his separate property

S.S. # 520-56-1514

STATE OF Wyoming } SS.
COUNTY OF Sublette

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by James Avery Greenwood
this 20 day of May, 1991.
WITNESS my hand and official seal.

Shartene Lozier — County of Sublette — State of Wyoming — My Commission Expires June 24, 1992

Shartene Lozier
Notary Public

My commission expires:
June 24, 1992

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

_____

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

_____

STATE OF _____ } SS.
COUNTY OF _____

(Certificate of Recording)

This instrument was filed for record on thethis _____ day of _____, 19____, at _____ o'clock ____M
and recorded in Book _____ at Page _____ of the records of this office.

_____ By _____
County Clerk and Recorder — Deputy

AFTER RECORDING, RETURN TO: _____

512

1005348-005

062-0267
Producers 88 - Revised
Wyoming (Pl (U)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 17th day of April 19 91, by and between ELIZABETH GREENWOOD BROWN, A MARRIED WOMAN DEALING IN HER SEPARATE PROPERTY

of 28 North Street, Cottesloe W.A. 6011 Australia, hereinafter called lessor (whether one or more), and Exxon Corporation of P. O. Box 2305, Houston, Texas 77252, hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit

Township 33 North - Range 113 West, 6th P.M.
Section 27: SW/4
Section 28: S/2
Section 29: S/2
Section 32: N/2N/2
Section 33: N/2N/2

233678

RECORDED July 22 1991 2:22 P.M.
IN BOOK 87 O&G PAGE 512
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lilly

WESTPAC BANKING CORPORATION
LOS ANGELES, CALIFORNIA
LB0305
INWARD
COLLECTIONS

of Section ____ Township ____ Range ____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1120.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil, ~~one-eighth~~ 15% of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be ~~one-eighth~~ 15% of the amount realized by lessee from such sale; if the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale. 15% E6

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf), on or before such date, shall pay or tender to lessor, or lessor's credit in the Westpac Saving Bank Limited (Acct! 5K-2645) Bank at Claremont, W.A. 6011 Australia 736-034 which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of one hundred ten and 00/100---------- DOLLARS ($ 110.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods at 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 perform thereafter any of the covenants or conditions of this lease, either express or implied. No change in the 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 or separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the 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 90 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 or 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, ratably according to the surface acreage of each, and failure of the leasehold owner or sublessees 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.

~~Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development~~ or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement, in any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same, in the same manner, at or within a reasonable time after lessee is notified of such approval. E6

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable (in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration or filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, on gas (except shut-in gas well royalties), lessee shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease and included in the pooled area as the amount of the surface acreage [redacted] covered by this lease which is placed in the pooled area bears to the amount of the surface [redacted]

[redacted]. Nothing herein contained shall authorize or effect any tran[redacted]ne to any leasehold, royalty or other interest pooled pursuan[redacted]commencement acreage of the entir[redacted]ees (except for of a well, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well on the pooled area, shall be consider royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease whether or not such well is located upon, or such drilling operations are conducted upon said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

The parties hereto agree that, without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

Elizabeth Greenwood Brown

S.S. # 520-56-1292

Elizabeth Greenwood Brown, a married woman
dealing in her separate property

Contra Costa
STATE OF California } SS.
COUNTY OF Marin
City

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Elizabeth Greenwood Brown
this 27th day of May, 19 91.
WITNESS my hand and official seal.

Ronald Meneth Yates
Notary Public

My commission expires:

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF _____ } SS.
COUNTY OF _____

(Certificate of Recording)

This instrument was filed for record on thethis _____ day of _____, 19____, at _____ o'clock ____M
and recorded in Book _____ at Page _____ of the records of this office.

By _____
Deputy

County Clerk and Recorder

AFTER RECORDING, RETURN TO: _____

514

SC3 2-297

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
ROCK SPRINGS DISTRICT OFFICE
P.O. BOX 1869
ROCK SPRINGS, WYOMING 82902-1869

TAKE PRIDE IN AMERICA

3105.2 (411g)

RECEIVED
JUL 15 1991
ENRON-DENVER

July 12, 1991

Enron Oil & Gas Company
c/o Debra A. March
1801 California Street, Suite 3400
Denver, Colorado 80202

Gentlemen:

Enclosed is one copy of the approved communitization agreement involving 160.00 acres of Federal land in leases WYE-022239 and WYE-023969, Unnamed 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 Baxter Formation underlying the SW1/4 of Section 8, T.28N., R.113W., 6th P.M. The agreement was approved on July 12, 1991, is effective August 1, 1990, and has been designated communitization agreement No. WYW124242.

With the approval of this communitization agreement, it is necessary that the described reports (Exhibit No. 1) be filed with the Minerals Management Service (MMS).

Please furnish all interested principals with whatever evidence of this approval you deem appropriate.

Sincerely,

Robert H. Chase

Robert H. Chase
Chief, Oil and Gas
Mineral Resources

Enclosures

233733

RECORDED July 25 1991 2:30 P M
IN BOOK 87 O&G PAGE 514
FEES $5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mare Riley

REPORTS TO BE FILED WITH MINERALS MANAGEMENT SERVICE (MMS)

MMS-3160 - Monthly Report of Operations

Form MMS-3160, "Montnly Report of Operations" must be submitted each month to Minerals Management Service (MMS) for each communitization agreement beginning with the month in which drilling operations commence.

MMS-2014 - Report of Sales and Royalty Remittance

Form MMS-2014, "Report of Sales and Royalty Remittance" must be submitted each month to Minerals Management Service (MMS) for each communitization agreement beginning with the month production begins, including production during testing and completion operations.

MMS-4025 - Payor Information

If there is production (producing wells) associated with the attached approval, the approval requires the submission of a "Payor Information" Form MMS-4025 to Minerals Management Service (MMS) within 30 days (30 CFR 210.51). Please notify the designated payor or payors (purchasers, working interest owners, or others) as soon as possible regarding this requirement. Any production royalties that are due must be reported and paid within 90 days of the Bureau of Land Management's approval date or the payors will be assessed interest for late payment under the Federal Oil and Gas Royalty Management Act of 1982 (See 30 CFR 218.54). If you need assistance or clarification, please contact the Minerals Management Service at 1-800-525-9167 or 303-231-3504.

Exhibit No. 1

514

Opte.

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 8: SW/4
Sublette County, Wyoming

as to natural gas and associated liquid hydrocarbons producible from the Baxter formation. This approval will become invalid if the public interest requirements under section 3105.2-3(c) are not met.

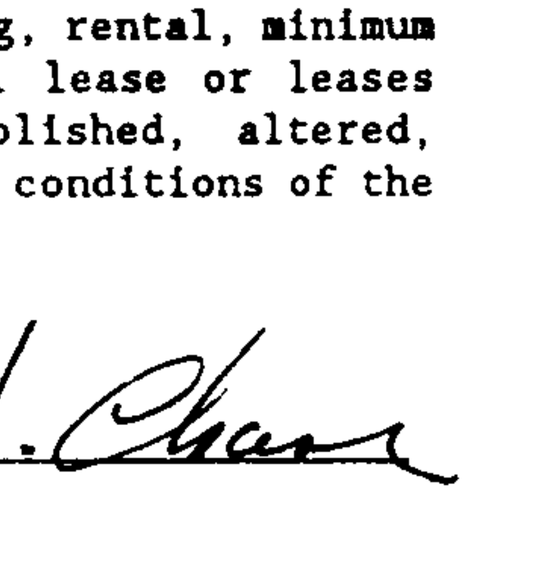
C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

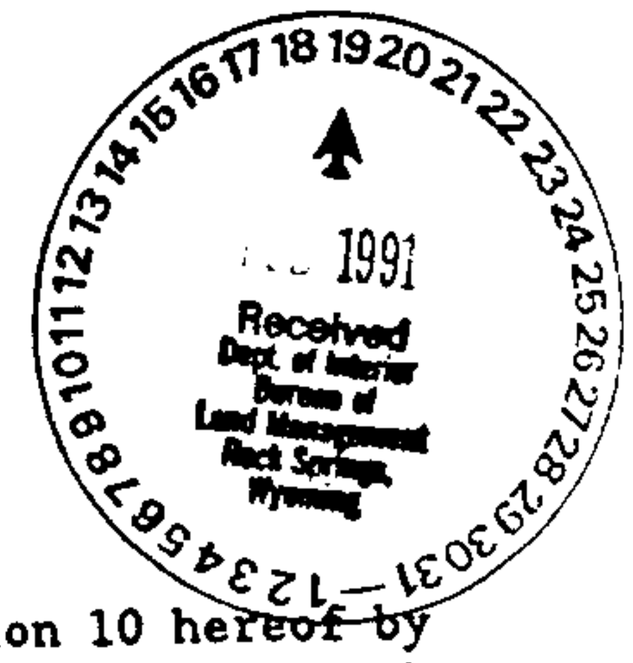
Approved: JUL 12 1991 Robert H. Chase

Effective: AUG -1 1990

Authorized Officer
Robert H. Chase
Chief, Oil and Gas
Bureau of Land Management
Rock Springs, Wyoming

Contract No.: Com. Agr. WYW124242





Communitization Agreement

Contract No. WYW124242

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 8: SW/4
Sublette County, Wyoming

containing 160.00 acres, and this agreement shall include only 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 November 26, 1990, 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: November 26, 1990

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

ORRI OWNERS:

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim

Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

Edmund Henry Riesen

B.E. Van Arsdale, Jr.

Alice Van Arsdale

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of November, 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 Christy
Notary Public - Debbie Christy

RECORD TITLE OWNER:

MOBIL OIL CORPORATION

By: _____

Title: Ian A. Fischer, Attorney-in-Fact

ORRI OWNERS:

_____

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim

_____

Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

_____

John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

_____

Edmund Henry Riesen

_____

B.E. Van Arsdale, Jr.

_____

Alice Van Arsdale

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

ORRI OWNERS:

Raymond A. Ebert

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim

Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

Edmund Henry Riesen

B.E. Van Arsdale, Jr.

Alice Van Arsdale

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of November, 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 Christy
Notary Public - Debbie Christy

ORRI OWNERS:

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim

Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

Edmund Henry Riesen

B.E. Van Arsdale, Jr.

Alice Van Arsdale

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of November, 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 - Debbie Christy

ORRI OWNERS:

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim

Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

Edmund Henry Riesen

B.E. Van Arsdale, Jr.

Alice Van Arsdale

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of November, 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 Christy
Notary Public - Debbie Christy

ORRI OWNERS:

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim

Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

Edmund Hubert Riesen

~~Edmund Henry~~ Riesen EDMUND HUBERT RIESEN

B.E. Van Arsdale, Jr.

Alice Van Arsdale

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of November, 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 Christy
Notary Public - Debbie Christy

ORRI OWNERS:

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim

Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

Edmund Henry Riesen

B.E. Van Arsdale, Jr., a/k/a Byron E. Van Arsdale, Jr., a/k/a Byron Eugene Van Arsdale

B.E. Van Arsdale, Jr., Attorney-in-Fact for Alice Van Arsdale

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of November, 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 - Debbie Christy

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of June, 1991, by Ian A. Fischer, the Attorney-in-Fact of Mobil Oil Corporation.

WITNESS my hand and official seal.

My Commission Expires:

Kathleen Ann Brown
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

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

Notary Public
ERIC F. POULSON
7706 Dell Road
Salt Lake City, Utah 84121
My Commission Expires
June 28, 1993
State of Utah

The foregoing instrument was acknowledged before me this 25TH day of JANUARY, 1990, by Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim.

WITNESS my hand and official seal.

My Commission Expires:

JUNE 28, 1993

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 26th day of January, 1990, by Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

12/10/91 J. Michael B
Notary Public

J. MICHAEL BENNION
NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
December 10, 1993

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Helen Morgan Leech, Personal Representative of John H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 25th day of January, 1991, by John H. Morgan, Jr., Personal Representative of John H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

12/10/93 J. Michael Bennion
Notary Public

J MICHAEL BENNION
Notary Public
STATE OF UTAH
My Commission Expires
December 10, 1993
730 18th Ave. S.L.C. Ut 84103

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

The foregoing instrument was acknowledged before me this 6TH day of DECEMBER, 1990, by ~~Edmund Henry Riesen~~ EDMUNDS HUBERT RIESEN.

WITNESS my hand and official seal.

My Commission Expires:

8/5/1994

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by B.E. Van Arsdale, Jr.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Alice Van Arsdale.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by Edmund Henry Riesen.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 13th day of Dec., 1990, by B.E. Van Arsdale, Jr., a/k/a Byron E. Van Arsdale, Jr., a/k/a Byron Eugene Van Arsdale.

WITNESS my hand and official seal.

My Commission Expires:

1/21/92 Susan Hennessey
Notary Public

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 13th day of Dec., 1990, by B.E. Van Arsdale, Jr., Attorney-in-Fact for Alice Van Arsdale.

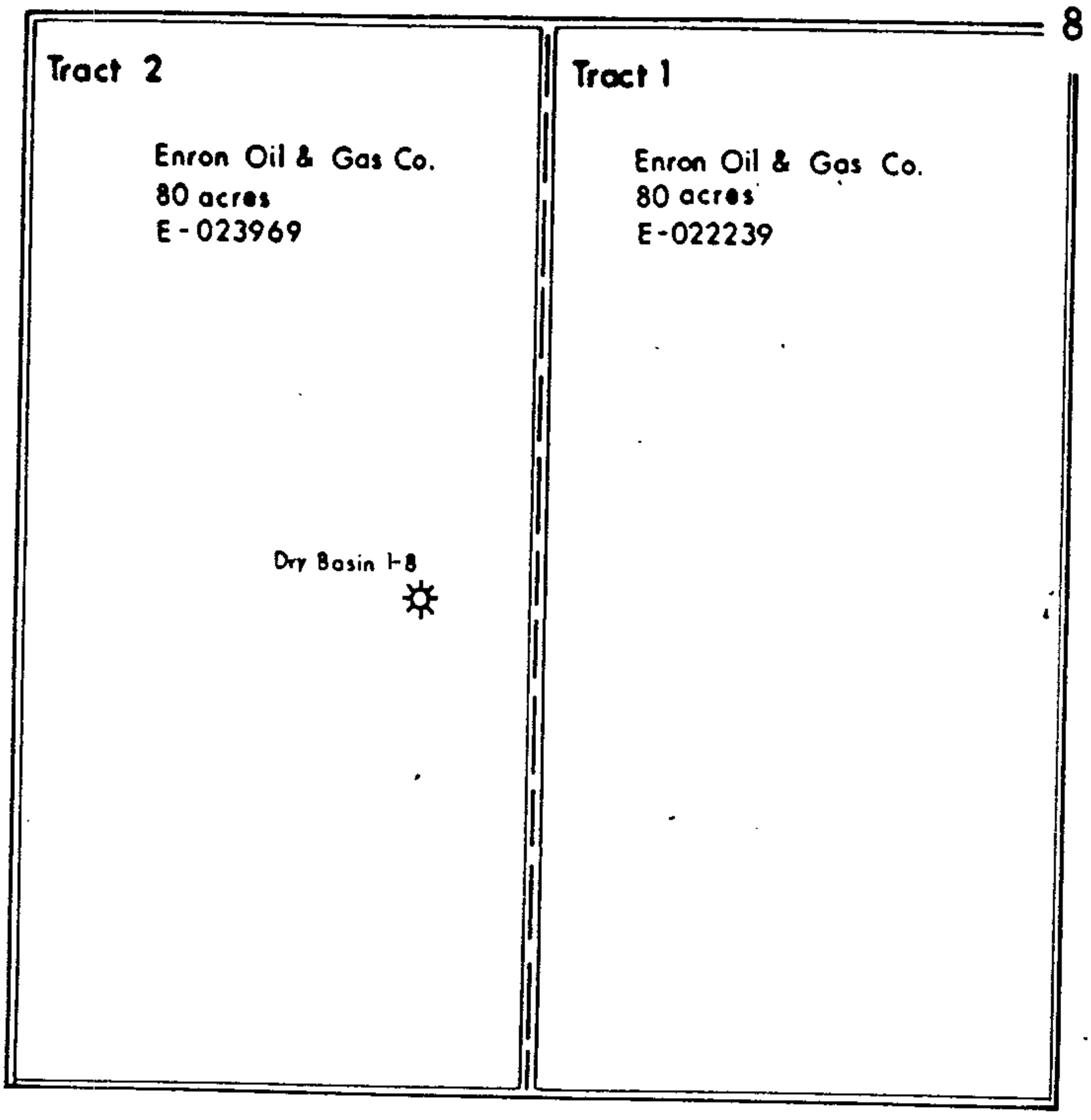
WITNESS my hand and official seal.

My Commission Expires:

4/21/92 Susan Hennessey
Notary Public

EXHIBIT A

Plat of communitized area covering SW/4 sec. 8, T. 28 N., R. 113 W. 6th P.M. Tip Top field, Sublette County, Wyoming (State).



Scale: 1" = 500'

EXHIBIT "B"

To Communitization Agreement dated November 26, 1990,
Township 28 North, Range 113 West,
SW/4 of Section 8, Sublette County, Wyoming

Operator of Communitized Area: Enron Oil & Gas Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	E-022239 (0050111-000)
Lease Date:	November 1, 1946
Lease Term:	5 years
Lessor:	United States of America
Lessee on effective date of agreement if different from present lessee:	Margaret L. Justheim
Present Lessee:	Mobil Oil Corporation
Description of Lands Committed:	Township 28 North, Range 113 West, 6th P.M. Section 8: E/2SW/4
Number of Acres:	80.00
Royalty Rate:	12.5%
Name and Percent of ORRI Owners:	Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim and Conservator of the Estate and Guardian of Margaret L. Justheim - 2.5% Helen Morgan Leech and John H. Morgan, Jr., Personal Representatives of John H. Morgan, Sr. - 2.5%
Name and Percent of WI Owners:	Enron Oil & Gas Company - 100.00%

Tract No. 2

Lease Serial Number:	E-023969 (0050098-000)
Lease Date:	July 1, 1948
Lease Term:	5 years
Lessor:	United States of America
Lessee on effective date of agreement if different from present lessee:	Edmund H. Riesen
Present Lessee:	Mobil Oil Corporation

Tract No. 2 (continued)

Description of Lands Committed: Township 28 North, Range 113 West, 6th P.M.
Section 8: W/2SW/4

Number of Acres: 80.00

Royalty Rate: 12.5%

Name and Percent of ORRI Owners:

Edmund Henry Riesen	-	1.3333%
B.E. Van Arsdale, Jr.	-	.3333%
Alice Van Arsdale	-	.3334%

Name and Percent of Working Interest Owners:

Enron Oil & Gas Company	-	100.0000%

R E C A P I T U L A T I O N

Tract No.	Number of Acres Committed	Percent of Interest
1	80.00	50.000000%
2	80.00	50.000000%
	160.00	100.000000%

302. LOCATION OF WELLS (All Lands Except Indian)

In the absence of special orders of the Commission establishing drilling units or authorizing different well density or location patterns for particular pools or parts thereof, each oil and gas well shall be located in the center of a forty (40) acre governmental quarter quarter section or lot or tract or combination of lots or tracts substantially equivalent thereto as shown by the most recent governmental survey, with a tolerance of 200 feet in any direction from the center location (a "window" 400 feet square); provided, that no oil or gas well shall be drilled less than 920 feet from any other well drilling to or capable of producing oil or gas from the same pool, and no oil or gas well shall be completed in a known pool unless it is located more than 920 feet from any other well completed in and capable of producing oil or gas from the same pool.

Any gas wells drilled in the area described as Township 12 North through Township 28 North and Range 89 West through Range 121 West shall be located in the center of a one hundredsixty (160) acre subdivision, or lot or tract or combination of lots or tracts substantially equivalent thereto, not closer than one thousand one hundred-twenty feet (1,120') to the exterior boundaries of the quarter section. All areas subject to existing orders for drilling and spacing units in the above described area shall be exempt from the aforesaid gas well location requirements. Further, Rule 302 is vacated for all federal exploratory units in the above described area provided that no gas well will be drilled closer than one thousand one hundred-twenty feet (1,120') to the exterior boundaries of the unit nor to any uncommitted acreage within the unit. Upon unit contraction, lands deleted from the unit shall thereafter be subject to Rule 302.

Any proposed exploratory wells in the Powder River Basin projected to test the Frontier, Muddy, and/or Dakota Formations in excess of 11,000 feet total depth shall be granted a temporary spacing unit of 640 acres consisting of the governmental section in which the well is proposed. The temporary spacing unit shall be for the purpose of providing for the orderly development of the anticipated pool and not for the establishment of property rights. The granting of a temporary spacing unit shall be deemed as a decision by the Commission to call a hearing for the establishment of drilling units and upon completion of the well, the Commission shall call such hearing or in the alternative shall vacate the temporary spacing unit, depending upon the data obtained from the completed well. Said well may be located anywhere within the 160 acre "window" (i.e. SE¼NW¼, SW¼NE¼, NE¼SW¼, NW¼SE¼) but not less than 1,320 feet from the section line. Exceptions may be granted by the Commission for good cause.

The Supervisor shall have the discretion to determine the pattern location of wells adjacent to an area spaced by the Commission, or under application for spacing, where there is sufficient evidence to indicate that the pool or reservoir spaced or about to be spaced may extend beyond the boundary of the spacing order or application and the uniformity of spacing patterns is necessary to insure orderly development of the reservoir or pool.

Operators who apply for a permit to drill a gas well in the area described in Paragraphs 2 and 3 may contemporaneously or subsequently file an application to establish spacing for an area not to exceed nine (9) sections, which application will be held in abeyance until the permitted well is completed. Notice of such application must be given to all owners within the area applied for. Upon completion of the permitted well, the application to establish spacing will either be heard by the Commission or dismissed, depending upon the data obtained from the completed well. During the pendency of the application to establish spacing, all permits to drill gas wells will be held in abeyance pursuant to the provisions of Rule 305, provided that permits to drill will be approved for additional gas wells in the area subject to the application on not less than a six hundred-forty (640) acre pattern at a location consistent with the initial well. The area to be spaced may be increased in size prior to the hearing upon a proper showing of need to the Supervisor and after notice to all owners in the area to be added.

538

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

8.5C

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-10681

0050170-000 CB

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Enron Oil & Gas Company (Successor in interest through merger to Belco Development Corporation)
   Street P.O. Box 1188
   City, State, ZIP Code 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 29 North, Range 113 West, 6th P.M.					
Tract 1 Section 22: E/2NE, NESE Section 26: NWNW Zone 1 as to Mesaverde Formation only. Zone 2 all depths other than the Mesaverde Formation.	47.5% 100%	47.5% 100%	-0- -0-	-0- -0-	5.5% 5.5%
Tract 2 Section 22: NWSE, S/2SE, W/2NE Section 27: N/2NE	100%	100%	-0-	-0-	5.5%

This is a correction assignment that will supersede those assignments dated November 15, 1983 and May 3, 1991.

Sublette County, Wyoming

233797

RECORDED July 29 1991 4:30 PM
IN BOOK 87 O&G PAGE 538
FEES 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

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 1991

By /S/ PAMELA J. LEWIS (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 17 1991 (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 [redacted] rred to the sublessee.

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 22nd day of May, 19 91

Name of Transferor Belco Petroleum Corporation
Please type or print

Transferor R H O Hermann
Robert J. Hermann Vice President-Tax

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

Houston TX 77251-1188
(City) (State) (Zip Code)

Executed this 22 day of May, 19 91
To be effective the 29th day of July, 1983.

Enron Oil & Gas Company (Successor in interest through merger to Belco Development Corporation)

Attorney-in-fact R. H. Leffingwell

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.

JUN 25 1991

LAND / MINING

539

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared R. H. LEFFINGWELL known to me to be the person whose name is subscribed to the foregoing instrument as Agent and 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 22nd day of May, 1991.

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 17th day of May, 1991.

My Commission Expires:

4/23/95

Notary Public within and for the State of Texas

ackment

BOBBIE J. MOODY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-23-95

BOOK 1004 PAGE 327

Form 3060-3a
(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.

*SEE EXHIBIT "A"

647415

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)* SONAT EXPLORATION COMPANY
   Street 3817 N.W. EXPRESSWAY, SUITE 700
   City, State, ZIP Code OKLAHOMA CITY, OKLAHOMA 73112

*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
	b	c	d	e	f
*SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF	*	*	*	*	*

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 12 1991 AT 9:00 A M.
IN BOOK 1004 OF MISC. PAGE 327
NO. 754756 DOROTHY L. TAYLOR COUNTY CLERK

STATE OF WYOMING }
COUNTY OF JOHNSON } 098122

This instrument was filed for record on July 8 1991
at 10:20 M., and was duly recorded in Book 249 page 156-177 Fee $ 63.50
Register of Deeds.
By Jane Deputy

233805

RECORDED July 30 1991 10:00AM
IN BOOK 87 O&G PAGE 541
FEES 48.00 Henry L. Lunsford 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 MAR 0 1 1991

By /s/ PAMELA J. LEWIS (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
APR 0 9 1991 (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.

Book 1145 of Photos, Page 2

BOOK 1004 PAGE 328

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.

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 11th day of January, 19 91
effective date October 1, 1990

Name of Transferor _____
Please type or print

Transferor ARGENT ENERGY, INC.
(Signature)

or
Attorney-in-fact Michael W. Pruitt
Michael W. Pruitt (Signature)

3817 N.W. Expressway, Suite 700
(Transferor's Address)

Okla. City (City) Okla. (State) 73112 (Zip Code)

Executed this 11th day of January, 19 91

SONAT EXPLORATION COMPANY

Transferee Binney Williamson

or Binney Williamson, Vice President
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.

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me the undersigned, a Notary Public in and for said County and State, on this 11th day of January, 1991, personally appeared **MICHAEL W. PRUITT**, to me known to be the identical person who subscribed the name of **ARGENT ENERGY, INC., FORMERLY WOODS PETROLEUM CORPORATION** to the foregoing instrument as its **Attorney-in-Fact** and acknowledged to me that he executed the same as his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

MARILYN L. DONNELL NOTARY PUBLIC IN AND FOR STATE OF OKLAHOMA OKLAHOMA COUNTY

My Commission Expires:

October 1, 1994

Marilyn L. Donnell

Marilyn L. Donnell, Notary Public

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me the undersigned, a Notary Public in and for said County and State, on this 11th day of January, 1991, personally appeared **BINNEY WILLIAMSON**, to me known to be the identical person who subscribed the name of **SONAT EXPLORATION COMPANY** 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 the free and voluntary act and deed of said 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:

[illegible] 1994

MARILYN L. DONNELL NOTARY PUBLIC OKLAHOMA COUNTY

Marilyn L. Donnell
Marilyn L. Donnell, Notary Public

EXHIBIT "A"

COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GROSS ACRES
[redacted]MPBELL	3079-03	120166	W-106705	SE/4 SEC. 12-56N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 9,088 FEET BEING THE TOTAL DEPTH DRILLED IN THE T.R. RANCH FEDERAL #1-12 LOCATED IN THE SE/4 SE/4 SEC. 12-56N-74W	25.000000%	100%	0%	0%	2.500000%	160.00
CAMPBELL	3085-01	40166	W-0323689-A	LOTS 1, 2, E/2 NW/4 SEC. 19-56N-73W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH REACHED IN THE DAVIS OIL CO. #1 MAYNE LOCATED IN THE SW/4 SW/4 SEC. 19-56N-73W, TOTAL DEPTH OF SAID WELL BEING 7,431 FT.	25.000000%	100%	0%	0%	5.000000%	154.13
CAMPBELL	3085-01	40166	W-0323689-A	NE/4 SEC. 24-56N-73W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH REACHED IN THE DAVIS OIL CO. #1 MAYNE LOCATED IN THE SW/4 SW/4 SEC. 19-56N-73W, TOTAL DEPTH OF SAID WELL BEING 7,431 FT.	25.000000%	100%	0%	0%	5.000000%	160.00
CAMPBELL	3242-05	80166	W-107251	LOTS 1,2, NE/4, E/2 NW/4 SEC. 18-43N-72W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 7,685 FEET AS ENCOUNTERED IN THE GOOD #1 WELL LOCATED IN THE NE/4 SW/4 SEC. 18-43N-72W	34.794017%	100%	0%	0%	5.000000%	312.60
CAMPBELL	3244-07	40165	W-107246	W/2 NE/4 SEC. 33-43N-72W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,140 FEET BEING THE TOTAL DEPTH DRILLED IN THE UNDERWOOD RANCH FEDERAL #11-33 WELL LOCATED IN THE NW/4 NW/4 SEC. 33-43N-72W	20.000000%	100%	0%	0%	5.000000%	80.00
CAMPBELL	3330-01	10168	W-9354	LOTS 11, 12, SEC. 22-43N-70W	FROM SURFACE DOWN TO S. E. OF 6965' FOUND IN WOODS FED. #1-27	24.395341%	100%	0%	0%	7.500000%	79.42
CAMPBELL	3330-01	10168	W-9354	LOTS 11, 12, SEC. 22-43N-70W	FROM S.E. OF 6,965' TO BASE OF MUDDY FORMATION	48.790682%	100%	0%	0%	7.500000%	79.42
CAMPBELL	3330-01	10168	W-9354	LOTS 11, 12, SEC. 22-43N-70W	BELOW BASE OF MUDDY FORMATION	97.581365%	100%	0%	0%	7.500000%	79.42
CAMPBELL	3330-01	10168	W-9354	LOTS 3, 4, 5, 6 SEC. 27-43N-70W	FROM SURFACE TO STRAT. EQUIV. OF 6965' FOUND IN WOODS FED. #1-27	24.395341%	100%	0%	0%	7.500000%	164.70
CAMPBELL	3330-01	10168	W-9354	LOTS 3, 4, 5, 6 SEC. 27-43N-70W	FROM STRAT. EQUIV. 6,965' TO BASE OF MUDDY FORMATION	48.790682%	100%	0%	0%	7.500000%	164.70
CAMPBELL	3330-01	10168	W-9354	LOTS 3, 4, 5, 6 SEC. 27-43N-70W	BELOW BASE OF MUDDY FORMATION	97.581365%	100%	0%	0%	7.500000%	164.70
CAMPBELL	3330-01	10168	W-9354	LOTS [illegible] 2, 7, 8 SEC. 33-43N-70W	ALL DEPTHS	24.395341%	100%	0%	0%	7.500000%	157.55
CAMPBELL	3330-01	10168	W-9354	LOTS 13, 14 SEC 27-43N-70W	ALL DEPTHS	97.581365%	100%	0%	0%	7.500000%	83.97
CAMPBELL	3330-01	10168	W-9354	LOTS 3, 4, 5, 6 SEC. 34-43N-70W	ALL DEPTHS	97.581365%	100%	0%	0%	7.500000%	158.58
[redacted]AMPBELL	3330-01	10168	W-9354	LOTS 11, 12, SEC. 27-43N-70W	FROM SURFACE TO STRAT. EQUIV. OF 6965' FOUND IN WOODS FED. #1-27	48.790682%	100%	0%	0%	7.500000%	83.53
[redacted]AMPBELL	3330-01	10168	W-9354	LOTS 11, 12, SEC. 27-43N-70W	BELOW STRAT. EQUIV. 6,965'	97.581365%	100%	0%	0%	7.500000%	83.53
[redacted]AMPBELL	3682-01	70164	W-0310140	LOTS 16 & 17 SEC. 31-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	73.74
CAMPBELL	3686-01	20167	W-A-2134	LOTS 15, 16, 17, 18 SEC. 5-43N-70W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	166.96
CAMPBELL	3686-01	20167	W-A-2134	LOTS 16 17,18,19,20,21,22,23 SEC. 6-43N-70W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	317.68
CAMPBELL	3692-01	30167	W-9923-A	LOT 15 SEC. 12-43N-71W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	41.44
CAMPBELL	3757-08	80168	W-107253	S/2 SW/4 SEC. 34-43N-72W	BELOW THE S.E. EQUIVALENT OF 10,064 FEET BEING THE TOTAL DEPTH DRILLED IN THE LL&E #22-34 WALKING AROUND FEE WELL LOCATED IN THE SE/4 NW/4 SEC. 34-42N-72W	100.000000%	100%	0%	0%	7.500000%	80.00
CAMPBELL	3857-01	30163	W-0241794	SW/4 SEC. 25-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 11,486 FEET	50.000000%	100%	0%	0%	2.500000%	160.00
CAMPBELL	3857-01	30163	W-0241794	NE/4 SEC. 27-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 11,486 FEET	50.000000%	100%	0%	0%	2.500000%	160.00
CAMPBELL	3857-02	30163	W-107240	SE/4 SEC. 25-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 11,486 FEET	50.000000%	100%	0%	0%	2.500000%	160.00
CAMPBELL	3929-01	110168	W-15574	E/2 SE/4 SEC. 4-44N-73W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,280 FEET AS ENCOUNTERED IN THE ANDERSON FEDERAL #33-4 WELL LOCATED IN THE SE/4 NW/4 SEC. 4-44N-73W	94.205426%	100%	0%	0%	5.500000%	80.00
CAMPBELL	4771-01	10169	W-16569	SE/4 SEC. 13-46N-72W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 9,573 FEET	48.372093%	100%	0%	0%	8.750000%	160.00
CAMPBELL	6037-01	110163	W-0275169	LOTS 1,2,3,4, S/2 N/2, N/2 S/2, S/2 SW/4 SEC. 2-41N-75W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,408 FEET AS ENCOUNTERED IN THE PINE TREE UNIT #2-68 WELL LOCATED IN THE NW/4 SE/4 SEC. 2-41N-75W	20.000000%	100%	0%	0%	9.000000%	561.54
CAMPBELL	6047-01	30165	W-0314351	SW/4 SE/4 SEC. 17-42N-75W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,375 FEET AS DRILLED IN THE PINE TREE UNIT #17-8 WELL LOCATED IN THE SE/4 SE/4 SEC. 17-42N-75W	16.670000%	100%	0%	0%	5.000000%	40.00
CAMPBELL	6047-01	30165	W-0314351	SW/4 SE/4 SEC. 17-42N-75W	FROM THE STRATIGRAPHIC EQUIVALENT OF 13,375 FEET AS DRILLED IN THE PINE TREE UNIT #17-8 TO THE STRATIGRAPHIC EQUIVALENT OF 13,380 FEET AS DRILLED IN THE PINE TREE #18-27 WELL LOCATED IN THE SW/4 NE/4 SEC. 18-42N-75W	31.250000%	100%	0%	0%	5.000000%	40.00
[redacted]AMPBELL	6047-01	30165	W-0314351	SW/4 SE/4 SEC. 17-42N-75W	BELOW THE S.E. OF 13,380 FEET	33.333400%	100%	0%	0%	5.000000%	40.00

ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	G A
WY	CAMPBELL	6047-01	30165	W-0314351	NW/4 NE 4, NE/4 NW/4, SE/4 SW/4 SEC. 17-42N-75W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,375 FEET AS DRILLED IN THE PINE TREE UNIT #17-8 WELL LOCATED IN THE SE/4 SE/4 SEC. 17-42N-75W	30.208400%	100%	0%	0%	5.000000%	
WY	CAMPBELL	6047-01	30165	W-0314351	NW/4 NE/4, NE/4 NW/4, SE/4 SW/4 SEC. 17-42N-75W	FROM THE STRATIGRAPHIC EQUIVALENT OF 13,375 FEET AS DRILLED IN THE PINE TREE UNIT #17-8 TO THE STRATIGRAPHIC EQUIVALENT OF 13,380 FEET AS DRILLED IN THE PINE TREE #18-27 WELL LOCATED IN THE SW/4 NE/4 SEC. 18-42N-75W	31.250000%	100%	0%	0%	5.000000%	12
WY	CAMPBELL	6047-01	30165	W-0314351	NW/4 NE/4, NE/4 NW/4, SE/4 SW/4 SEC. 17-42N-75W	BELOW THE S.E. OF 13,380 FEET	33.333400%	100%	0%	0%	5.000000%	12
WY	CAMPBELL	6047-02	30165	W-47437	LOTS 1,2,3,4, S/2 N/2, S/2 SEC. 5-42N-75W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 10,420 FEET AS DRILLED IN THE PINE TREE #8-1 WELL LOCATED IN THE SE/4 SEC. 8-42N-75W	31.250000%	100%	0%	0%	5.000000%	62
WY	CAMPBELL	6047-02	30165	W-47437	LOTS 1,2,3,4, S/2 N/2, S/2 SEC. 5-42N-75W	BELOW THE STRATIGRAPHIC EQUIVALENT TO 10,420 FEET AS DRILLED IN THE PINE TREE #8-1 WELL	33.330000%	100%	0%	0%	5.000000%	62
WY	CAMPBELL	6047-02	30165	W-47437	LOTS 1,2,3,4,E/2 W/2 SEC. 7-42N-75W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 10,420 FEET AS DRILLED IN THE PINE TREE #8-1 WELL LOCATED IN THE SE/4 SEC. 8-42N-75W	25.000000%	100%	0%	0%	5.000000%	33
WY	CAMPBELL	6047-02	30165	W-47437	LOTS 1,2,3,4,E/2 W/2 SEC. 7-42N-75W	BELOW THE STRATIGRAPHIC EQUIVALENT TO 10,420 FEET AS DRILLED IN THE PINE TREE #8-1 WELL	20.830000%	100%	0%	0%	5.000000%	33
WY	CAMPBELL	6047-02	30165	W-47437	LOT 4, SE/4 NW/4, SE/4 SW/4, S/2 SE/4, NE/4 SE/4 SEC. 18-42N-75W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 13,380 FEET AS DRILLED IN THE PINE TREE #18-27 WELL LOCATED IN THE SW/4 NE/4 SEC. 18-42N-75W	31.250000%	100%	0%	0%	5.000000%	24
WY	CAMPBELL	6047-02	30165	W-47437	LOT 4, SE/4 NW/4, SE/4 SW/4, S/2 SE/4, NE/4 SE/4 SEC. 18-42N-75W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 13,380 FEET AS DRILLED IN THE PINE TREE #18-27 WELL	33.330000%	100%	0%	0%	5.000000%	24
WY	CAMPBELL	6237-01	120172	W-36679	NE/4, SE/4 NW/4 SEC. 29-41N-73W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 FEET BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL LOCATED IN THE NE/4 SE/4 SEC. 31-41N-73W	18.750000%	100%	0%	0%	5.500000%	
WY	CAMPBELL	6237-01	120172	W-36679	NE/4, SE/4 NW/4 SEC. 29-41N-73W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL	12.500000%	100%	0%	0%	5.000000%	20
WY	CONVERSE	6237-01	120172	W-36679	S/2 SEC. 29-41N-73W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 FEET BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL LOCATED IN THE NE/4 SE/4 SEC. 31-41N-73W	18.750000%	100%	0%	0%	5.500000%	32
WY	CONVERSE	6237-01	120172	W-36679	S/2 SEC. 29-41N-73W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL	12.500000%	100%	0%	0%	5.000000%	32
WY	CONVERSE	6237-01	120172	W-36679	E/2 SW/4, SE/4 SEC. 30-41N-73W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 FEET BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL LOCATED IN THE NE/4 SE/4 SEC. 31-41N-73W	18.750000%	100%	0%	0%	5.500000%	24
WY	CONVERSE	6237-01	120172	W-36679	E/2 SW/4, SE/4 SEC. 30-41N-73W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL	12.500000%	100%	0%	0%	5.000000%	24
WY	CONVERSE	6237-01	120172	W-36679	LOTS 1,2,3,4, E/2, E/2 W/2 SEC. 31-41N-73W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 FEET BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL LOCATED IN THE NE/4 SE/4 SEC. 31-41N-73W	18.750000%	100%	0%	0%	5.500000%	64
WY	CONVERSE	6237-01	120172	W-36679	LOTS 1,2,3,4, E/2, E/2 W/2 SEC. 31-41N-73W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL	12.500000%	100%	0%	0%	5.000000%	64
WY	CONVERSE	6237-01	120172	W-36679	ALL SEC. 32-41N-73W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 FEET BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL LOCATED IN THE NE/4 SE/4 SEC. 31-41N-73W	18.750000%	100%	0%	0%	5.500000%	64
WY	CONVERSE	6237-01	120172	W-36679	ALL SEC. 32-41N-73W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL	12.500000%	100%	0%	0%	5.000000%	64
WY	CONVERSE	6237-01	120172	W-36679	W/2 E/2, W/2 SEC. 33-41N-73W	FROM THE SURFACE OF THE GROUND TO THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 FEET BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL LOCATED IN THE NE/4 SE/4 SEC. 31-41N-73W	18.750000%	100%	0%	0%	5.500000%	

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T	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GROSS ACRES
[redacted]	NVERSE	6237-01	120172	W-36679	W/2 E/2, W/2 SEC. 33-41N-73W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,600 FEET BEING 100 BELOW THE TOTAL DEPTH DRILLED IN THE ANDERSON FED. #1 WELL	12.500000%	100%	0%	0%	5.000000%	480.00
[redacted]	OHNSON	6458-11	100164	W-72455	W/2 SE/4 SEC. 5-45N-76W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE SHANNON "B" FORMATION BEING 9,476 FEET	50.000000%	100%	0%	0%	8.000000%	80.00
Y	JOHNSON	6458-11	100164	W-72455	E/2 SEC. 8-45N-76W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE SHANNON "B" FORMATION BEING 9,476 FEET	50.000000%	100%	0%	0%	8.000000%	320.00
Y	JOHNSON	6458-11	100164	W-72455	E/2 SEC. 17-45N-76W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE SHANNON "B" FORMATION BEING 9,476 FEET	50.000000%	100%	0%	0%	8.000000%	320.00
Y	JOHNSON	6458-11	100164	W-72455	NE/4 SEC. 20-45N-76W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE SHANNON "B" FORMATION BEING 9,476 FEET	50.000000%	100%	0%	0%	8.000000%	160.00
Y	CAMPBELL	6632-02	10169	W-72459	SE/4 SW/4 SEC. 1-43N-75W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 9,505 FEET	25.000000%	100%	0%	0%	3.000000%	40.00
Y	CAMPBELL	8707-01	30165	W-0314304	E/2 NE/4, NE/4 SE/4 SEC. 21-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS ENCOUNTERED IN THE #22-B ANTELOPE CREEK II UNIT LOCATED IN THE NW/4 SEC. 22-41N-76W	31.458333%	100%	0%	0%	6.267188%	120.00
Y	CAMPBELL	8707-01	30165	W-0314304	E/2 NE/4, NE/4 SE/4 SEC. 21-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT TO THE STRATRIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4	29.166667%	100%	0%	0%	6.593750%	120.00
Y	CAMPBELL	8707-01	30165	W-0314304	E/2 NE/4, NE/4 SE/4 SEC. 21-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS ENCOUNTERED IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	120.00
Y	CAMPBELL	8707-01	30165	W-0314304	W/2 E/2, SE/4 SE/4 SEC. 21-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS ENCOUNTERED IN THE #22-B ANTELOPE CREEK II UNIT LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	200.00
[redacted]	MPBELL	8707-01	30165	W-0314304	W/2 E/2, SE/4 SE/4 SEC. 21-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22 B ANTELOPE CREEK II UNIT TO THE STRATRIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4	25.520833%	100%	0%	0%	6.593750%	200.00
Y	CAMPBELL	8707-01	30165	W-0314304	W/2 E/2, SE/4 SE/4 SEC. 21-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS ENCOUNTERED IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	200.00
Y	CAMPBELL	8707-01	30165	W-0314304	NE/4 NW/4, S/2 NW/4, N/2 SW/4, NW/4 SE/4 SEC. 22-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS ENCOUNTERED IN THE #22-B ANTELOPE CREEK II UNIT LOCATED IN THE NW/4 SEC. 22-41N-76W	31.458333%	100%	0%	0%	6.267188%	240.00
Y	CAMPBELL	8707-01	30165	W-0314304	NE/4 NW/4, S/2 NW/4, N/2 SW/4, NW/4 SE/4 SEC. 22-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT TO THE STRATRIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4	29.166667%	100%	0%	0%	6.593750%	240.00
Y	CAMPBELL	8707-01	30165	W-0314304	NE/4 NW/4, S/2 NW/4, N/2 SW/4, NW/4 SE/4 SEC. 22-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS ENCOUNTERED IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	240.00
Y	CAMPBELL	8707-01	30165	W-0314304	S/2 S/2, NE/4 SE/4 SEC. 22-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS ENCOUNTERED IN THE #22-B ANTELOPE CREEK II UNIT LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	200.00
Y	CAMPBELL	8707-01	30165	W-0314304	S/2 S/2, NE/4 SE/4 SEC. 22-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT TO THE STRATRIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4	25.520833%	100%	0%	0%	6.593750%	200.00
[redacted]	MPBELL	8707-01	30165	W-0314304	S/2 S/2, NE/4 SE/4 SEC. 22-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS ENCOUNTERED IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	200.00

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GA
WY	CAMPBELL	8707-01	30165	W-0314304	W/2 E/2, E/2 W/2, SE/4 NE/4, SW/4 SW/4, NE/4 SE/4 SEC. 23-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS ENCOUNTERED IN THE #22-B ANTELOPE CREEK II UNIT LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	
WY	CAMPBELL	8707-01	30165	W-0314304	W/2 E/2, E/2 W/2, SE/4 NE/4, SW/4 SW/4, NE/4 SE/4 SEC. 23-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT TO THE STRATRIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4	25.520833%	100%	0%	0%	6.593750%	440
WY	CAMPBELL	8707-01	30165	W-0314304	W/2 E/2, E/2 W/2, SE/4 NE/4, SW/4 SW/4, NE/4 SE/4 SEC. 23-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS ENCOUNTERED IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	440
WY	CAMPBELL	8707-01	30165	W-0314304	N/2 SEC. 28-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS ENCOUNTERED IN THE #22-B ANTELOPE CREEK II UNIT LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	320
WY	CAMPBELL	8707-01	30165	W-0314304	N/2 SEC. 28-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT TO THE STRATRIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4	25.520833%	100%	0%	0%	6.593750%	320
WY	CAMPBELL	8707-01	30165	W-0314304	N/2 SEC. 28-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS ENCOUNTERED IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS ENCOUNTERED IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	320
WY	CAMPBELL	8725-01	120167	W-9392	W/2 SEC. 13-42N-74W	FROM THE SURFACE OF THE GROUND TO THE BASE OF THE SHANNON FORMATION	30.000000%	100%	0%	0%	3.000000%	320
WY	CAMPBELL	8866-01	30165	W-0314310	N/2 SEC. 26-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE WEBB RESOURCES, INC. #22-B ANTELOPE CREEK II UNIT WELL LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	320
WY	CAMPBELL	8866-01	30165	W-0314310	N/2 SEC. 26-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4 SEC. 22-41N-76W	25.520833%	100%	0%	0%	6.593750%	
WY	CAMPBELL	8866-01	30165	W-0314310	N/2 SEC. 26-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS FOUND IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	320
WY	CONVERSE	8866-01	30165	W-0314310	S/2 SEC. 26N-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE WEBB RESOURCES, INC. #22-B ANTELOPE CREEK II UNIT WELL LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	320
WY	CONVERSE	8866-01	30165	W-0314310	S/2 SEC. 26N-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4 SEC. 22-41N-76W	25.520833%	100%	0%	0%	6.593750%	320
WY	CONVERSE	8866-01	30165	W-0314310	S/2 SEC. 26N-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS FOUND IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	320
WY	CAMPBELL	8866-01	30165	W-0314310	N/2 SEC. 26-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE WEBB RESOURCES, INC. #22-B ANTELOPE CREEK II UNIT WELL LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	320
WY	CAMPBELL	8866-01	30165	W-0314310	N/2 SEC. 26-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4 SEC. 22-41N-76W	25.520833%	100%	0%	0%	6.593750%	

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COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GROSS ACRES
[redacted]MPBELL	8866-01	30165	W-0314310	N/2 SEC. 26-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS FOUND IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	320.00
CONVERSE	8866-01	30165	W-0314310	E/2 SE/4 SEC. 27-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE WEBB RESOURCES, INC. #22-B ANTELOPE CREEK II UNIT WELL LOCATED IN THE NW/4 SEC. 22-41N-76W	28.786433%	100%	0%	0%	6.267188%	80.00
CONVERSE	8866-01	30165	W-0314310	E/2 SE/4 SEC. 27-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 10,990 FEET AS FOUND IN THE #22-B ANTELOPE CREEK II UNIT WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL LOCATED IN THE NE/4 NW/4 SEC. 22-41N-76W	25.520833%	100%	0%	0%	6.593750%	80.00
CONVERSE	8866-01	30165	W-0314310	E/2 SE/4 SEC. 27-41N-76W	FROM THE STRATIGRAPHIC EQUIVALENT OF 14,008 FEET AS FOUND IN THE TAYLOR #1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 14,025 FEET AS FOUND IN THE AMERICAN QUASAR #1 UNION FEDERAL WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	2.083333%	100%	0%	0%	6.593750%	80.00
CAMPBELL	8966-01	120167	W-9393	SE/4 SEC. 23-42N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 9,950 FEET AS ENCOUNTERED IN THE TURNER FEDERAL #24-1 LOCATED IN THE SW/4 SW/4 SEC. 24-42N-74W	11.562500%	100%	0%	0%	5.833000%	160.00
CAMPBELL	8966-01	120167	W-9393	SE/4 SEC. 23-42N-74W	FROM THE STRATRIGRAPHIC EQUIVALENT OF 9,950 FEET AS ENCOUNTERED IN THE TURNER FEDERAL #24-1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 12,647 FEET AS ENCOUNTERED IN THE UTC UNIT #1 LOCATED IN THE SW/4 NE/4 SEC. 23-42N-72W	3.125000%	100%	0%	0%	5.833000%	160.00
CAMPBELL	10285-01	40165	W-0313182	SW/4 SEC. 14-43N-72W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 100 FEET BELOW THE BASE OF THE SUSSEX FORMATION BEING 7,929 FEET AS ENCOUNTERED IN THE CONOCO FEDERAL #14 WELL LOCATED IN THE SW/4 SEC. 14-43N-72W	100.000000%	100%	0%	0%	3.000000%	160.00
[redacted]MPBELL	10285-02	40165	W-107245	SE/4 SEC. 25-43N-72W	FROM THE SURFACE OF THE GROUND TO THE BASE OF THE TURNER FORMATION	14.583350%	100%	0%	0%	3.000000%	160.00
[redacted]MPBELL	11093-01	80178	W-64111	NE/4 NE/4, E/2 NW/4, SW/4 NW/4, S/2 SEC. 11-42N-72W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 11,160 FEET BEING THE TOTAL DEPTH DRILLED IN THE COBRA UNIT #1 WELL LOCATED IN THE SW/4 NE/4 SEC. 13-42N-72W	9.375000%	100%	0%	0%	10.500000%	480.00
CAMPBELL	3123-01	40167	W-4734	LOTS 9,10,15,16 SEC. 32-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	2.000000%	163.90
CAMPBELL	3123-01	40167	W-4734	LOTS 7,9,10,11,12,13,14,15,16 SEC. 33-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	2.000000%	364.00
CAMPBELL	3124-01	50167	W-5305	LOTS 9,10,15,16 SEC. 17-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	3.000000%	167.22
CAMPBELL	3124-01	50167	W-5305	LOTS 7,8,10,15,18 SEC. 19-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	3.000000%	202.16
CAMPBELL	3124-01	50167	W-5305	LOTS 1,2,7,8,9,10,15 SEC. 20-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	3.000000%	287.22
CAMPBELL	3124-01	50167	W-5305	LOTS 1,8,9,10,15,16 SEC. 21-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	3.000000%	247.22
CAMPBELL	3124-01	50167	W-5305	LOTS 1,2,3,4,5,6,7,8 SEC.28-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	3.000000%	327.22
CAMPBELL	3128-01	50167	W-5306	LOT 16 SEC. 20-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	0.000000%	20.31
CAMPBELL	3241-01	60162	W-0195902	LOTS 2,3,4, SE/4 NW/4, E/2 SW/4, SE/4 SEC 31-44N-72W	ALL DEPTHS	100.000000%	100%	0%	0%	5.000000%	384
CAMPBELL	3241-02	60162	W-107238	S/2 NE/4 SEC. 31-44N-72W	FROM THE SURFACE OF THE GROUND DOWN TO THE BASE OF THE SUSSEX FORMATION	97.705100%	100%	0%	0%	5.000000%	[illegible]
CAMPBELL	3244-07	40165	W-107246	W/2 NW/4 SEC. 33-43N-72W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,140 FEET BEING THE TOTAL DEPTH DRILLED IN THE UNDERWOOD RANCH #11-33 LOCATED IN THE NW/4 NW/4 SEC. 33-43N-72W	20.000000%	100%	0%	0%	5.000000%	80.00
CAMPBELL	3459-01	50167	W-4039	LOTS 7,8,17,18 SEC. 4-43N-70W	BELOW THE BASE OF THE MUDDY FORMATION	50.000000%	100%	0%	0%	5.500000%	157.18
CAMPBELL	3656-01	90160	W-0103392	SW/4 SEC. 13-44N-71W	BELOW THE BASE OF THE MUDDY FORMATION	12.500000%	100%	0%	0%	7.500000%	160.00
CAMPBELL	3656-01	90160	W-0103392	N/2 NE/4 SEC. 24-44N-71W	BELOW THE BASE OF THE MUDDY FORMATION	12.500000%	100%	0%	0%	7.500000%	80.00
CAMPBELL	3658-01	40161	W-A-0118898	LOTS 13, 18 SEC. 1-43N-71W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	79.86
[redacted]MPBELL	3660-01	80162	W-0196946	LOTS 12,14,15,16,17,19 SEC. 1-43N-71W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	238.94
[redacted]MPBELL	3678-01	50163	W-0249938-A	S/2 NE/4 SEC. 24-44N-71W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	80.00
[redacted]MPBELL	3688-01	90167	W-32024	LOTS 7,8 SEC. 31-44N-70W	BELOW THE BASE OF THE MUDDY FORMATION	25.000000%	100%	0%	0%	7.500000%	75.61

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	G
WY	CAMPBELL	4525-01	50162	W-0171439-A	SE/4 SEC. 15-46N-70W	FROM THE SURFACE DOWN TO THE BASE OF THE DAKOTA FORMATION	50.000000%	100%	0%	0%	5.000000%	
WY	CAMPBELL	4525-01	50162	W-0171439-A	NW/4 SEC. 22-46N-70W	FROM THE SURFACE DOWN TO THE BASE OF THE DAKOTA FORMATION	50.000000%	100%	0%	0%	5.000000%	
WY	CAMPBELL	4657-01	110158	W-068134-E	LOTS 12 & 13 SEC. 21-46N-70W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 8,905 FEET	100.000000%	100%	0%	0%	7.500000%	8
WY	CAMPBELL	4867-01	70161	W-0143820	NW/4 SEC. 15-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	25.000000%	100%	0%	0%	7.500000%	16
WY	CAMPBELL	4867-01	70161	W-0143820	NE/4 SEC. 21-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	25.000000%	100%	0%	0%	7.500000%	160
WY	CAMPBELL	4867-01	70161	W-0143820	W/2 SEC. 29-45N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	70.654070%	100%	0%	0%	7.500000%	320
WY	CAMPBELL	4867-01	70161	W-0143820	W/2 SEC. 29-45N-73W	FROM 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET AS FOUND IN THE MARQUISS #22-1 WELL TO THE STRATIGRAPHIC EQIVALENT OF 11,173 FEET	47.120882%	100%	0%	0%	7.500000%	320
WY	CAMPBELL	4867-01	70161	W-0143820	E/2 SEC. 30-45N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	47.120882%	100%	0%	0%	7.500000%	320
WY	CAMPBELL	5109-01	30163	W-0241797	SE/4 SEC. 15-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	25.000000%	100%	0%	0%	8.000000%	161
WY	CAMPBELL	5109-01	30163	W-0241797	NE/4 SEC. 23-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	25.000000%	100%	0%	0%	8.000000%	160
WY	CAMPBELL	5110-01	30163	W 0241798	NE/4 NE/4 SEC. 22-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	50.000000%	100%	0%	0%	8.750000%	
WY	CAMPBELL	5110-01	30163	W-0241798	N/2 NW/4, NW/4 SE/4 SEC. 22-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO A DEPTH OF 25 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,124 FEET BEING THE TOTAL DEPTH DRILLED IN THE MARQUISS #22-1 WELL LOCATED IN THE NE/4 SE/4 SEC. 22-44N-73W	25.000000%	100%	0%	0%	5.500000%	120
WY	CAMPBELL	5340-01	60165	W-0136906	SE/4, E/2 NW/4 SEC. 27-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,539 FEET	50.000000%	100%	0%	0%	4.250000%	240
WY	CAMPBELL	5340-02	60165	W-107249	E/2 SW/4 SEC 27-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,539 FEET	50.000000%	100%	0%	0%	4.250000%	80
WY	CAMPBELL	5450-01	110168	W-15573	SW/4 NW/4 SEC. 5-44N-73W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,227 FEET	100.000000%	100%	0%	0%	2.500000%	40
WY	CAMPBELL	6028-01	80170	W-31711	W/2 SEC. 21-41N-76W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,836 FEET BEING THE BASE OF THE SHANNON FORMATION AS ENCOUNTERED BY THE UNION FEDERAL #1 WELL LOCATED IN THE NE/4 NW/4 SEC. 23-41N-76W	31.460000%	100%	0%	0%	6.000000%	320
WY	CAMPBELL	6028-01	80170	W-31711	W/2 SEC. 21-41N-76W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 10,836 AS ENCOUNTERED IN THE UNION FEDERAL #1 WELL	33.330000%	100%	0%	0%	6.000000%	320
WY	CAMBPELL	6046-01	30165	W-0314361	LOTS 1,2,3,4, S/2 N/2, S/2 SEC. 5-41N-75W	ALL DEPTHS	37.500000%	100%	0%	0%	8.250000%	640
WY	CAMBPELL	6046-01	30165	W-0314361	LOTS 1,2,3,4,5, SE/4 NE/4, E/2 SE/4 SEC 6-41N-75W	ALL DEPTHS	37.500000%	100%	0%	0%	8.250000%	326
WY	CAMBPELL	6046-01	30165	W-0314361	LOTS 1,2,3,4, E/2 SW/4, S/2 SE/4 SEC. 7-41N-75W	ALL DEPTHS	37.500000%	100%	0%	0%	8.250000%	328
WY	CAMBPELL	6046-01	30165	W-0314361	E/2 SW/4, SW/4 SE/4 SEC. 8-41N-75W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,725 FEET AS DRILLED IN THE #15-4 PINE TREE UNIT WELL LOCATED IN THE SW/4 SEC. 15-41N-75W	37.500000%	100%	0%	0%	8.250000%	120
WY	CAMBPELL	6046-01	30165	W-0314361	E/2 W/2 SEC. 17-41N-75W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 10,725 FEET AS DRILLED IN THE #15-4 PINE TREE UNIT WELL	41.608630%	100%	0%	0%	8.250000%	160
WY	CAMBPELL	6046-01	30165	W-0314361	E/2 W/2 SEC. 17-41N-75W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,725 FEET AS DRILLED IN THE #15-4 PINE TREE UNIT WELL LOCATED IN THE SW/4 SEC. 15-41N-75W	35.664540%	100%	0%	0%	8.250000%	
WY	CAMBPELL	6046-01	30165	W-0314361	LOTS 1,2,3,4, E/2 W/2, W/2 SE/4 SEC. 18-41N-75W		43.750000%	100%	0%	0%	8.250000%	

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GROSS ACRES
[redacted]	CAMPBELL	6046-01	30165	W-0314361	LOTS 1,2,3,4, E/2 W/2, W/2 SE/4 SEC. 18-41N-75W	BELOW THE STRATIGRAPHIC EQUIVALENT OF 10,725 FEET AS DRILLED IN THE #15-4 PINE TREE UNIT WELL	37.500000%	100%	0%	0%	8.250000%	409.96
[redacted]	CAMPBELL	6423-01	10168	W-80321	NW/4 SEC. 8-43N-72W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,321 FEET BEING THE TOTAL DEPTH ENCOUNTERED IN THE FEDERAL #8-1 WELL LOCATED IN THE NW/4 SEC. 8-43N-72W	34.794017%	100%	0%	0%	2.500000%	160.00
WY	CAMPBELL	6664-01	120171	W-30211	NW/4 NW/4 SEC. 29-43N-71W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 9,505 FEET BEING THE TOTAL DEPTH ENCOUNTERED BY THE DILTS FEDERAL #29-4 WELL LOCATED IN THE NW/4 NW/4 SEC. 29-43N-71W	7.291675%	100%	0%	0%	7.500000%	40.00
WY	CAMPBELL	6664-01	120171	W-30211	NE/4 NE/4 SEC. 30-43N-71W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 7,790 FEET AS ENCOUNTERED IN THE UNDERWOOD #30-2 WELL LOCATED IN THE NW/4 NE/4 SEC. 30-43N-71W	7.291675%	100%	0%	0%	7.500000%	40.00
WY	CAMPBELL	6664-01	120171	W-30211	NE/4 NE/4 SEC. 30-43N-71W	FROM THE STRATIGRAPHIC EQUIVALENT OF 7,790 FEET AS ENCOUNTERED IN THE UNDERWOOD #30-2 WELL TO THE BASE OF THE TURNER FORMATION	14.583350%	100%	0%	0%	7.500000%	40.00
WY	CAMPBELL	6664-01	120171	W-30211	SW/4 NW/4 SEC. 32-43N-71W	ALL RIGHTS TO OIL AND GAS PRODUCTION FROM THE BOREHOLE ONLY IN THE #12-32 FEDERAL WELL LOCATED IN THE SW/4 NW/4 SEC. 32-43N-71W	-----	100%	0%	0%	----	---
WY	CAMPBELL	6909-01	10165	W-0313312	SW/4 NW/4 SEC. 2-45N-74W	FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,310 FEET	37.342709%	100%	0%	0%	12.500000%	40.00
WY	CAMPBELL	6909-01	10165	W-0313312	S/2 NE/4 SEC. 2-45N-74W	FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,235 FEET	37.342709%	100%	0%	0%	12.500000%	80.00
WY	CAMPBELL	6909-01	10165	W-0313312	SW/4 SEC. 2-45N-74W	FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,250 FEET	37.342709%	100%	0%	0%	12.500000%	160.00
WY	CAMPBELL	6909-01	10165	W-0313312	SW/4 NE/4 SEC. 3-45N-74W	FROM THE SURFACE DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 8,259 FEET	37.342709%	100%	0%	0%	12.500000%	40.00
WY	CAMPBELL	7595-01	60172	W-34732	S/2 NE/4, SE/4 NW/4 SEC. 18-45N-75W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,275 FEET AS ENCOUNTERED IN THE RIEBESELL FEDERAL #18-1 WELL LOCATED IN THE SW/4 NW/4 SEC. 18-43N-75W	25.000000%	100%	0%	0%	8.000000%	120.00
WY	CAMPBELL	9066-01	50173	W-39170	LOTS 1,2, S/2 NE/4, SE/4 SEC. 2-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 12,625 FEET AS ENCOUNTERED IN THE PINE TREE RANCH FEDERAL #2-1 WELL LOCATED IN THE S/2 NE/4 SEC. 2-41N-74W	12.500000%	100%	0%	0%	12.250000%	320.80
[redacted]	AMPBELL	10284-01	40169	W-17961	SE/4 SEC 6-46N-74W	FROM THE SURFACE OF THE GROUND DOWN TO 100 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 8,194 FEET BEING THE BASE OF SUSSEX FORMATION AS ENCOUNTERED IN THE CONTINENTAL FEDERAL WELL #6 LOCATED IN THE SE/4 SEC. 6-46N-74W	100.000000%	100%	0%	0%	4.000000%	160.00
WY	CAMPBELL	12324-01	110177	W-60865	E/2 NE/4 SEC. 14-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 12,458 FEET AS ENCOUNTERED IN THE MOORE MINERAL TRUST #14-1 WELL LOCATED IN THE NW/4 SW/4 SEC. 14-41N-73W	12.500000%	100%	0%	0%	6.125000%	80.00
WY	CONVERSE	7331-01	50165	W-0314450-A	N/2 SW/4, NW/4 SE/4 SEC. 29-40N 74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL LOCATED IN THE NE/4 SW/4 SEC. 32-41N-74W	37.500000%	100%	0%	0%	5.500000%	120.00
WY	CAMPBELL	7331-01	50165	W-0314450-A	NE/4 SEC. 30-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL LOCATED IN THE NE/4 SW/4 SEC. 32-41N-74W	50.000000%	100%	0%	0%	10.500000%	160.00
WY	CAMPBELL	7331-01	50165	W-0314450-A	NE/4 SEC. 30-41N-74W	FROM THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 13,351 FEET AS FOUND IN THE USA FEDERAL #30-1 WELL LOCATED IN THE NW/4 SE/4 SEC. 30-41N-74W	50.000000%	100%	0%	0%	10.500000%	160.00
WY	CONVERSE	7331-01	50165	W-0314450-A	SE/4 SEC. 30-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL LOCATED IN THE NE/4 SW/4 SEC. 32-41N-74W	50.000000%	100%	0%	0%	10.500000%	160.00
WY	CONVERSE	7331-01	50165	W-0314450-A	SE/4 SEC. 30-41N-74W	FROM THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 13,351 FEET AS FOUND IN THE USA FEDERAL #30-1 WELL LOCATED IN THE NW/4 SE/4 SEC. 30-41N-74W	50.000000%	100%	0%	0%	10.500000%	160.00
[redacted]	ONVERSE	7331-01	50165	W-0314450-A	N/2 NW/4, SE/4 NW/4, SW/4 NE/4, S/2 SEC. 32-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL LOCATED IN THE NE/4 SW/4 SEC. 32-41N-74W	50.000000%	100%	0%	0%	13.500000%	480.00

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GR
WY	CONVERSE	7331-01	50165	W-0314450-A	W/2 NW/4, SE/4 NW/4, SW/4 NE/4, S/2 SEC. 32-41N-74W	FROM THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL TO THE STRATIGRAPHIC EQUIVALENT OF 13,351 FEET AS FOUND IN THE USA FEDERAL #30-1 WELL LOCATED IN THE NW/4 SE/4 SEC. 30-41N-74W	50.000000%	100%	0%	0%	13.500000%	
WY	CONVERSE	7331-01	50165	W-0314450-A	SE/4 NW/4, NW/4 SW/4, S/2 SW/4 SEC. 33-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL LOCATED IN THE NE/4 SW/4 SEC. 32-41N-74W	37.500000%	100%	0%	0%	5.500000%	160
WY	CONVERSE	7331-01	50165	W-0314450-A	S/2 SEC. 35-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,300 FEET AS FOUND IN THE MOORE FEDERAL #32-1 WELL LOCATED IN THE NE/4 SW/4 SEC. 32-41N-74W	35.664540%	100%	0%	0%	5.500000%	320
WY	CAMPBELL	13315-01	60171	W-28672	LOTS 1,2, E/2 NW/4 SEC. 30-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,351 FEET BEING THE TOTAL DEPTH ENCOUNTERED IN THE USA FEDERAL #30-1 WELL LOCATED IN THE NW/4 SE/4 SEC. 30-41N-74W	40.000000%	100%	0%	0%	14.750000%	160
WY	CONVERSE	13315-01	60171	W-28672	LOTS 3,4, E/2 SW/4 SEC. 30-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,351 FEET BEING THE TOTAL DEPTH ENCOUNTERED IN THE USA FEDERAL #30-1 WELL LOCATED IN THE NW/4 SE/4 SEC. 30-41N-74W	40.000000%	100%	0%	0%	14.750000%	161
WY	CONVERSE	13315-01	60171	W-28672	LOTS 1,2,3,4, E/2 W/2, E/2 SEC. 31-41N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 13,351 FEET BEING THE TOTAL DEPTH ENCOUNTERED IN THE USA FEDERAL #30-1 WELL LOCATED IN THE NW/4 SE/4 SEC. 30-41N-74W EXCLUDING ALL RIGHTS IN AND TO PRODUCING INTEREST DEFINED AS TO THOSE DEPTHS FROM 12,096 FEET TO 12,132 FEET AS ENCOUNTERED IN THE ROSS-FEDERAL #31-1 WELL LOCATED IN THE SW/4 SW/4 SEC. 31-41N-74W	29.999999%	100%	0%	0%	4.000000%	641
WY	CAMPBELL	6782-01	40170	W-23216	LOTS 4,5, S/2 NE/4, SE/4 NW/4 SEC. 6-53N-74W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH OF A WELL IN SE/4 SE/4 SEC. 36-54N-75W	25.000000%	100%	0%	0%	8.750000%	

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GROSS ACRES
[redacted]	JOHNSON	8192-01	070172	W-35222	NE/4 SEC 22-47N-77W	SURFACE TO S.E.OF 9,764'(TD) IN #1 VAN IRVINE IN SW/4 NE/4 27-44N-77W	25.000000%	100%	0%	0%	5.000000%	160.00
	JOHNSON	8207-01	110175	W-52286	NW/4 & SE/4 SEC 15-47N-77W	FROM SURFACE TO 10,091 FEET	24.039518%	100%	0%	0%	5.000000%	320.00
WY	JOHNSON	11249-01	090177	W-59985	LOTS 2,4,5, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4 SEC. 31-42N-76W	BELOW 12,473' BEING TD IN THE TAYLOR #25 IN SW/4 NE/4 31-42N-76W	33.333333%	100%	0%	0%	8.000000%	476.89
WY	JOHNSON	13450-01	110172	W-36714	LOT 2 SEC 3-41N-77W	SURF TO S. E. OF 13,972' AS IN THE #1 SCHOONER CANYON, SE/4 11-41N-77W	20.000000%	100%	0%	0%	9.900000%	40.00
WY	JOHNSON	13450-01	110172	W-36714	LOT 2 SEC 3-41N-77W	BELOW S. E. OF 13,972' AS IN THE SCHOONER CANYON, SE/4 11-41N-77W	50.000000%	100%	0%	0%	9.900000%	40 00
WY	JOHNSON	13450-01	110172	W-36714	NE/4 SW/4 SEC 35-42N-77W	SURF TO S. E. OF 13,972' AS IN THE #1 SCHOONER CANYON, SE/4 11-41N-77W	20.000000%	100%	0%	0%	9.900000%	40.00
WY	JOHNSON	13450-01	110172	W-36714	NE/4 SW/4 SEC 35-42N-77W	BELOW S. E. OF 13,972' AS IN THE SCHOONER CANYON, SE/4 11-41N-77W	50.000000%	100%	0%	0%	9.900000%	40.00
WY	JOHNSON	13787-01	090175	W-51562	LOT 1, NE/4 NW/4 SEC 19-41N-76W	FROM SURFACE TO STRATIGRAPHIC EQUIVALENT OF 13,964'	14.167000%	100%	0%	0%	8.545600%	79.65
WY	JOHNSON	13787-01	090175	W-51562	LOT 1, NE/4 NW/4 SEC 19-41N-76W	BELOW STRATIGRAPHIC EQUIVALENT OF 13,964'	16.666750%	100%	0%	0%	7.336000%	79.65
WY	JOHNSON	13788-01	020173	W-37928	LOT 3, S/2 NW/4, SW/4 SEC 3-41N-77W	FROM SURFACE TO STRATIGRAPHIC EQUIVALENT OF 13,964'	42.500000%	100%	0%	0%	8.836400%	279.84
WY	JOHNSON	13788-01	020173	W-37928	LOT 3, S/2 NW/4, SW/4 SEC 3-41N-77W	BELOW STRATIGRAPHIC EQUIVALENT OF 13,964'	43.750000%	100%	0%	0%	8.202500%	279.84
WY	JOHNSON	13840-01	110174	W-63265	NE/4 SW/4, SE/4 SE/4 SEC 1-41N-77W	SUR. TO S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	9.081250%	80.00
WY	JOHNSON	13840-01	110174	W-63265	NE/4 SW/4, SE/4 SE/4 SEC 1-41N-77W	BELOW S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	7.960000%	80.00
WY	JOHNSON	13840-01	110174	W-63265	NE/4 NE/4, S/2 N/2, NW/4 NW/4, E/2 SW/4, SEC. 12-41N-77W	SUR. TO S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	9.081250%	480.00
WY	JOHNSON	13840-01	110174	W-63265	NE/4 NE/4, S/2 N/2, NW/4 NW/4, E/2 SW/4, SEC. 12-41N-77W	BELOW S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	7.960000%	480.00
WY	JOHNSON	13840-01	110174	W-63265	E/2 SEC 13-41N-77W	SUR. TO S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	9.081250%	320.00
WY	JOHNSON	13840-01	110174	W-63265	E/2 SEC 13-41N-77W	BELOW S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	7.960000%	320.00
WY	JOHNSON	13840-01	110174	W-63265	N/2 NE/4 SEC 24-41N-77W	SUR. TO S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	9.081250%	80.00
WY	JOHNSON	13840-01	110174	W-63265	N/2 NE/4 SEC 24-41N-77W	BELOW S.E. OF 13,964'IN THE SCHOONER CANYON #1-A NE/4 SE/4 11-41N-77W	33.335000%	100%	0%	0%	7.960000%	80.00
[redacted]	JOHNSON	13842-01	110174	W-47693	LOTS 1,2, S/2 N/2, E/2 SW/4, SE/4 SEC 2-41N-77W	SUR TO S.E. OF 13,964'IN THE CRAWFORD DRAW #1, NE/4 SW/4 24-41N-77W	33.335000%	100%	0%	0%	7.140000%	480.92
	JOHNSON	13842-01	110174	W-47693	LOTS 1,2, S/2 N/2, E/2 SW/4, SE/4 SEC 2-41N-77W	BELOW S.E. OF 13,964'IN THE CRAWFORD DRAW #1, NE/4 SW/4 24-41N-77W	33.335000%	100%	0%	0%	7.826000%	480.92
	JOHNSON	13842-01	110174	W-47693	NE/4 NW/4 SEC 11-41N-77W	SUR TO S.E. OF 13,964'IN THE CRAWFORD DRAW #1, NE/4 SW/4 24-41N-77W	33.334000%	100%	0%	0%	9.037100%	40.00
	JOHNSON	13842-01	110174	W-47693	NE/4 NW/4 SEC 11-41N-77W	BELOW S.E. OF 13,964'IN THE CRAWFORD DRAW #1, NE/4 SW/4 24-41N-77W	33.335000%	100%	0%	0%	7.826000%	40.00
[redacted]	JOHNSON	13842-01	110174	W-47693	SE/4 SW/4 SEC 24-41N-77W	SUR TO S.E. OF 13,964'IN THE CRAWFORD DRAW #1, NE/4 SW/4 24-41N-77W	38.334000%	100%	0%	0%	6.200000%	40.00
WY	JOHNSON	13842-01	110174	W-47693	SE/4 SW/4 SEC 24-41N-77W	BELOW S.E. OF 13,964'IN THE CRAWFORD DRAW #1, NE/4 SW/4 24-41N-77W	33.335000%	100%	0%	0%	7.826000%	40.00
WY	JOHNSON	13893-01	070173	W-39996	NW/4 SE/4 SEC 3-41N-77W	FROM SURFACE TO STRATIGRAPHIC EQUIVALENT OF 13,964'	100.000000%	100%	0%	0%	7.965600%	40.00
WY	JOHNSON	13893-01	070173	W-39996	NW/4 SE/4 SEC 3-41N-77W	BELOW STRATIGRAPHIC EQUIVALENT OF 13,964'	64.583500%	100%	0%	0%	7.965600%	40.00
WY	JOHNSON	13894-01	070173	W-39997-A	S/2 SW/4 SEC 14-41N-77W	FROM SURFACE TO STRATIGRAPHIC EQUIVALENT OF 13,964'	40.834000%	100%	0%	0%	11.557620%	80.00
WY	JOHNSON	13894-01	070173	W-39997-A	S/2 SW/4 SEC 14-41N-77W	BELOW STRATIGRAPHIC EQUIVALENT OF 13,964'	35.416500%	100%	0%	0%	11.557620%	80.00
WY	JOHNSON	13917-01	070182	W-100384	E/2 NW/4, W/2 NE/4 SEC 13-42N-77W	SURFACE TO S. E. OF 12,485' IN THE HENRY FEDERAL NE/4 SW/4 13-42N-77W	12.983400%	100%	0%	0%	2.000000%	160.00
WY	JOHNSON	8063-01	100171	W-30783	S/2 NE/4 SEC 2-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-01	100171	W-30783	S/2 NE/4 SEC 2-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-01	100171	W-30783	N/2 NE/4 SEC 11-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-01	100171	W-30783	N/2 NE/4 SEC 11-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-02	100171	W-94604	S/2 NE/4, N/2 SW/4 SEC 1-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	160.00
WY	JOHNSON	8063-02	100171	W-94604	S/2 NE/4, N/2 SW/4 SEC 1-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	160.00
WY	JOHNSON	8063-02	100171	W-94604	S/2 NW/4 SEC 12-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-02	100171	W-94604	S/2 NW/4 SEC 12-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-02	100171	W-94604	E/2 SW/4, E/2 SE/4 SEC 13-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	160.00
WY	JOHNSON	8063-02	100171	W-94604	E/2 SW/4, E/2 SE/4 SEC 13-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	160.00
WY	JOHNSON	8063-02	100171	W-94604	W/2 NE/4 SEC 23-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-02	100171	W-94604	W/2 NE/4 SEC 23-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8063-02	100171	W-94604	W/2 NE/4 SEC 24-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	160.00
	JOHNSON	8063-02	100171	W-94604	W/2 NE/4 SEC 24-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	160.00
	JOHNSON	8063-02	100171	W-94604	E/2 NE/4 SEC 25-47N-77W	SURFACE TO S.E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4NE/4 24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
	JOHNSON	8063-02	100171	W-94604	E/2 NE/4 SEC 25-47N-77W	BELOW S. E. OF 11,700' IN IBERLIN FEDERAL #24-1 SE/4 NE/4 24-47N-77W	48.079035%	100%	0%	0%	3.000000%	80.00
	JOHNSON	13789-01	030175	W-49184	N/2 S/2 SEC 14-41N-77W	SURF. TO S.E. OF 13,964' AS IN #1 SCHOONER CANYON, NE/4SE/4 11-41N-77W	27.500000%	100%	0%	0%	9.978600%	160.00
	JOHNSON	13789-01	030175	W-49184	N/2 S/2 SEC 14-41N-77W	BELOW S.E. OF 13,964' AS IN #1 SCHOONER CANYON, NE/4 SE/4 11-41N-77W	31.250000%	100%	0%	0%	9.978600%	160.00
WY	JOHNSON	13996-01	010182	W-100382	S/2 NW/4 S/2 SE/4 SEC 23-42N-77W	SURF TO S.E. OF 12,560' IN THE MOORE FEDERAL #23-1 NE/4NE/4 23-42N-77W	100.000000%	100%	0%	0%	5.000000%	160.00

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EXHIBIT "A"

ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.
WY	JOHNSON	6146-02	030165	W-50143	SE/4 NE/4, SE/4 SEC 26-43N-77W	SURF TO S.E. OF 12,290' IN THE TAYLOR #23, SW/4 SW/4 SEC 25-43N-77W	2.513520%	100%	0%	0%	6.000000%
WY	JOHNSON	6146-02	030165	W-50143	NW/4 SE/4, NE/4 SEC 35-43N-77W	SURF TO S.E. OF 12,290' IN THE TAYLOR #23, SW/4 SW/4 SEC 25-43N-77W	2.513520%	100%	0%	0%	3.000000%
WY	JOHNSON	6146-02	030165	W-50143	NW/4 SE/4, NE/4 SEC 35-43N-77W	BELOW S.E. OF 12,290' IN THE TAYLOR #23, SW/4 SW/4 SEC 25-43N-77W	28.333333%	100%	0%	0%	6.000000%
WY	JOHNSON	6146-02	030165	W-50143	E/2 SE/4 SEC 35-43N-77W	SURF TO S.E. OF 12,350' IN THE TAYLOR #22, SW/4 SW/4 SEC 36-43N-77W	9.000000%	100%	0%	0%	3.000000%
WY	JOHNSON	6146-02	030165	W-50143	E/2 SE/4 SEC 35-43N-77W	BELOW S.E. OF 12,350' IN THE TAYLOR #22, SW/4 SW/4 SEC 36-43N-77W	28.333333%	100%	0%	0%	6.000000%
WY	JOHNSON	13352-01	110182	W-78844	SW/4 SE/4 SEC 14-41N-77W	SURF TO S.E. OF 11,882' IN THE CRAWFORD DRAW #2 SE/4 SE/4 14-41N-77W	30.000000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	SE/4 SE/4 SEC 14-41N-77W	SURF TO S.E. OF 12132' IN THE CRAWFORD DRAW #24-1 NE/4 SW/4 24-41N-77W	30.000000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	N/2 NE/4, W/2 SE/4 SEC 23-41N-77W	SURF TO S.E. OF 11,882' IN THE CRAWFORD DRAW #2 SE/4 SE/4 14-41N-77W	30.000000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	SE/4 NE/4, NE/4 SE/4 SEC 23-41N-77W	SURF TO S.E. OF 12132' IN THE CRAWFORD DRAW #24-1 NE/4 SW/4 24-41N-77W	30.000000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	N/2 NE/4, NW/4 SE/4 SEC 23-41N-77W	BETWEEN S. E. OF 11,882' IN THE CRAWFORD DRAW #2 SE/4 SE/4 14-41N-77W AND S.E. OF 12,850' IN THE CRAWFORD DRAW #9 SE/4 NE/4 23-41N-77W	29.870000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	SE/4 NE/4, NE/4 SE/4 SEC 23-41N-77W	BETWEEN S.E. OF 12,132' IN THE CRAWFORD DRAW #24-1 NE/4 SW/4 24-41N-77W AND S.E. OF 12,850' IN THE CRAWFORD DRAW #9 SE/4 NE/4 23-41N-77W	29.870000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	N/2 NW/4 SEC 24-41N-77W	SURF TO S.E. OF 11,882' IN THE CRAWFORD DRAW #2 SE/4 SE/4 14-41N-77W	30.000000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	S/2 NW/4 SEC 24-41N-77W	SURF TO S.E. OF 12,132' IN THE CRAWFORD DRAW #24-1 NE/4 SW/4 24-41N-77W	30.000000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	N/2 NW/4 SEC 24-41N-77W	BETWEEN S. E. OF 11,882' IN THE CRAWFORD DRAW #2 SE/4 SE/4 14-41N-77W AND S.E. OF 12,850' IN THE CRAWFORD DRAW #9 SE/4 NE/4 23-41N-77W	29.870000%	100%	0%	0%	5.000000%
WY	JOHNSON	13352-01	110182	W-78844	S/2 NW/4 SEC 24-41N-77W	BETWEEN S.E. OF 12,132' IN THE CRAWFORD DRAW #24-1 NE/4 SW/4 24-41N-77W AND S.E. OF 12,850' IN THE CRAWFORD DRAW #9 SE/4 NE/4 23-41N-77W	29.870000%	100%	0%	0%	5.000000%
WY	JOHNSON	13475-01	100173	W-41207	NW/4 NW/4, S/2 NW/4, SW/4, NW/4 SE/4 SEC. 11-41N-77W	FROM THE SURFACE DOWN TO 13,964'	40.834000%	100%	0%	0%	9.897280%
WY	JOHNSON	13475-01	100173	W-41207	NW/4 NW/4, S/2 NW/4, SW/4, NW/4 SE/4 SEC. 11-41N-77W	BELOW THE SUB-SURFACE DEPTH OF 13,964'	35.416500%	100%	0%	0%	9.897280%
WY	JOHNSON	13475-01	100173	W-41207	E/2 NW/4, SW/4 SEC.13-41N-77W	FROM THE SURFACE DOWN TO 13,964'	40.834000%	100%	0%	0%	9.897280%
WY	JOHNSON	13475-01	100173	W-41207	E/2 NW/4, SW/4 SEC.13-41N-77W	BELOW THE SUB-SURFACE DEPTH OF 13,964'	35.416500%	100%	0%	0%	9.897280%

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[redacted]	CONVERSE	3803-01	050167	W-5270	E/2 SW/4 SEC 1-35N-68W	BELOW STRATIGRAPHIC EQUIVALENT OF 6171'IN JANET #1 (NW NE SEC. 1)	25.000000%	100%	0%	0%	7.500000%	80.00
	CONVERSE	3803-01	050167	W-5270	W/2 SW/4 SEC 1-35N-68W	BELOW 6233'	25.000000%	100%	0%	0%	7.500000%	80.00
WY	CONVERSE	3803-01	050167	W-5270	SE/4 SEC 11-35N-68W	ALL DEPTHS	25.000000%	100%	0%	0%	7.500000%	160.00
WY	CONVERSE	3810-01	110167	W-9143	NW/4 NE/4 SEC 12-35N-68W	BELOW STRATIGRAPHIC EQUIVALENT OF 6171'IN JANET #1	25.000000%	100%	0%	0%	7.500000%	40.00
WY	CONVERSE	3813-01	060168	W-12363	E/2 SE/4 SEC 1-35N-68W	BELOW STRATIGRAPHIC EQUIVALENT OF 6171' IN JANET #1	25.000000%	100%	0%	0%	7.500000%	80.00
WY	CONVERSE	3813-01	060168	W-12363	W/2 SE/4, SE/4 NE/4 SEC 1-35N-68W	ALL DEPTHS	25.000000%	100%	0%	0%	7.500000%	120.00
WY	CONVERSE	3813-01	060168	W-12363	LOT 2, SW/4 NE/4, NE/4 SE/4, E/2 SW/4 SEC 2-35N-68W	BELOW 6171' IN JANET #1 WELL	25.000000%	100%	0%	0%	7.500000%	201.31
WY	CONVERSE	3813-01	060168	W-12363	LOT 1, SE/4 NE/4 SEC 2-35N-68W	BELOW 6280'	25.000000%	100%	0%	0%	7.500000%	80.29
WY	CONVERSE	3813-01	060168	W-12363	LOTS 3,4,S/2 NW/4,SW/4 SW/4,W/2 SE/4 SEC 2-35N-68W	ALL DEPTHS	25.000000%	100%	0%	0%	7.500000%	280.64
WY	CONVERSE	5504-01	080159	W-22766	S/2 SEC 14-39N-73W	DOWN TO STRATIGRAPHIC EQUIVALENT OF 9730'IN GOVT 14-1	100.000000%	100%	0%	0%	9.750000%	320.00
WY	CONVERSE	5504-01	080159	W-22766	S/2 SEC 35-39N-73W	DOWN TO STRATIGRAPHIC EQUIVALENT OF 9730'IN GOVT 14-1	23.339193%	100%	0%	0%	4.500000%	320.00
WY	CONVERSE	5504-01	080159	W-22766	W/2 SE/4, SE/4 SE/4 SEC 1-39N-73W	DOWN TO BASE OF PARKMAN	50.000000%	100%	0%	0%	5.000000%	120.00
WY	CONVERSE	5504-01	080159	W-22766	S/2 S/2 SEC 11-39N-73W	DOWN TO BASE OF PARKMAN	50.000000%	100%	0%	0%	5.000000%	160.00
WY	CONVERSE	5504-01	080159	W-22766	SW/4 SEC 12-39N-73W	DOWN TO BASE OF PARKMAN	50.000000%	100%	0%	0%	5.000000%	160.00
WY	CONVERSE	5504-01	080159	W-22766	S/2 N/2 SEC 13-39N-73W	DOWN TO BASE OF PARKMAN	50.000000%	100%	0%	0%	5.000000%	160.00
WY	CONVERSE	5504-01	080159	W-22766	W/2 SW/4 SEC 25-39N-73W	DOWN TO BASE OF PARKMAN	50.000000%	100%	0%	0%	5.000000%	80.00
WY	CONVERSE	5504-01	080159	W-22766	NE/4 SE/4,S/2 NW/4 SEC 26-39N-73W	DOWN TO BASE OF PARKMAN	50.000000%	100%	0%	0%	5.000000%	120.00
WY	CONVERSE	5504-01	080159	W-22766	S/2 NE/4 SEC 27-39N-73W	DOWN TO BASE OF PARKMAN	50.000000%	100%	0%	0%	5.000000%	80.00
WY	CONVERSE	5795-01	080159	W-079854-A	SW/4 SEC 2-38N-73W	BELOW PARKMAN	21.875000%	100%	0%	0%	0.000000%	160.00
WY	CONVERSE	5795-01	080159	W-079854-A	S/2 SE/4 SEC 11-38N-73W	BELOW PARKMAN	21.875000%	100%	0%	0%	0.000000%	80.00
WY	CONVERSE	5795-01	080159	W-079854-A	S/2 SEC 12-38N-73W	DOWN TO 8778'	50.000000%	100%	0%	0%	3.000000%	320.00
WY	CONVERSE	5795-01	080159	W-079854-A	NE/4 SEC 24-38N-73W	ALL DEPTHS	21.875000%	100%	0%	0%	0.000000%	160.00
[redacted]	CONVERSE	5795-01	080159	W-079854-A	E/2 E/2 SEC 13-38N-73W	ALL DEPTHS	21.875000%	100%	0%	0%	0.000000%	160.00
[redacted]	CONVERSE	5795-02	080159	W-48567	LOTS 1,2,S/2 NE/4 SEC 1-38N-73W	ALL DEPTHS	15.625000%	100%	0%	0%	5.000000%	159.71
	CONVERSE	7044-01	110164	W-0310897-A	SW/4 SEC 1-38N-73W	TO BASE OF PARKMAN (9125')	32.812500%	100%	0%	0%	9.125000%	160.00
	CONVERSE	7044-01	110164	W-0310897-A	SW/4 SEC 1-38N-73W	FROM BASE OF PARKMAN TO TOP MORRISON (13180')	23.437500%	100%	0%	0%	9.125000%	160.00
WY	CONVERSE	7044-01	110164	W-0310897-A	SW/4 SEC 1-38N-73W	BELOW TOP MORRISON	10.937500%	100%	0%	0%	9.125000%	160.00
WY	CONVERSE	7044-01	110164	W-0310897-A	SW/4 SEC 11-38N-73W	SURF DOWN TO TOP MORRISON	46.875000%	100%	0%	0%	10.359370%	160.00
WY	CONVERSE	7044-01	110164	W-0310897-A	SW/4 SEC 11-38N-73W	BELOW TOP MORRISON	21.875000%	100%	0%	0%	10.359370%	160.00
WY	CONVERSE	7044-01	110164	W-0310897-A	W/2 E/2 SEC 13-38N-73W	TO BASE OF PARKMAN (9125')	32.812500%	100%	0%	0%	9.125000%	160.00
WY	CONVERSE	7044-01	110164	W-0310897-A	W/2 E/2 SEC 13-38N-73W	FROM BASE OF PARKMAN TO TOP MORRISON (13180')	23.437500%	100%	0%	0%	9.125000%	160.00
WY	CONVERSE	7044-01	110164	W-0310897-A	W/2 E/2 SEC 13-38N-73W	BELOW TOP OF MORRISON	10.937500%	100%	0%	0%	9.125000%	160.00
WY	CONVERSE	7044-01	110164	W-0310897-A	N/2 NE/4, SE/4 SEC 14-38N-73W	BELOW BASE OF PARKMAN (9125') TO TOP MORRISON (13180')	23.437500%	100%	0%	0%	6.000000%	240.00
WY	CONVERSE	7044-01	110164	W-0310897-A	N/2 NE/4, SE/4 SEC 14-38N-73W	BELOW TOP MORRISON	10.937500%	100%	0%	0%	6.000000%	240.00
WY	CONVERSE	7454-01	040163	W-A-0225803	SW/4 SEC 10-38N-73W	SURFACE TO BASE OF PARKMAN (9125')	32.812500%	100%	0%	0%	8.370000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	SW/4 SEC 10-38N-73W	BASE OF PARKMAN (9125') TO BOP MORRISON (13180')	23.437500%	100%	0%	0%	6.000000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	SW/4 SEC 10-38N-73W	BELOW TOP OF MORRISON (13180')	10.937500%	100%	0%	0%	6.000000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	NW/4 SEC 11-38N-73W	SURFACE TO BASE OF PARKMAN (9125')	32.812500%	100%	0%	0%	8.375000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	NW/4 SEC 11-38N-73W	BASE OF PARKMAN (9125') TO TOP MORRISON (13810')	23.437500%	100%	0%	0%	6.000000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	NW/4 SEC 11-38N-73W	BELOW TOP OF MORRISON (13180')	10.937500%	100%	0%	0%	6.000000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	NW/4 SEC 15-38N-73W	SURFACE TO BASE OF PARKMAN (9125')	32.812500%	100%	0%	0%	8.370000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	NW/4 SEC 15-38N-73W	BASE OF PARKMAN (9125') TO TOP MORRISON (13180')	23.334375%	100%	0%	0%	6.000000%	160.00
WY	CONVERSE	7454-01	040163	W-A-0225803	NW/4 SEC 15-38N-73W	BELOW TOP OF MORRISON (13180')	10.937500%	100%	0%	0%	6.000000%	160.00
WY	CONVERSE	7578-01	120164	W-0311380	N/2 SE/4 SEC 11-38N-73W	BELOW BASE OF PARKMAN	21.875000%	100%	0%	0%	8.000000%	80.00
WY	CONVERSE	7578-01	120164	W-0311380	NW/4 SEC 12-38N-73W	ALL DEPTHS	21.875000%	100%	0%	0%	8.000000%	160.00
WY	CONVERSE	7582-01	073185	W-51192	LOTS 3,4, S/2 NW/4, E/2 SW/4, SW/4 SW/4, NE/4 SE/4 SEC 5-40N-74W	DOWN TO BASE OF LAKOTA FORMATION	25.000000%	100%	0%	0%	8.000000%	314.76
[redacted]	CONVERSE	7783-01	060162	W-0185989	SE/4 SEC 9-39N-73W	BELOW BASE OF PARKMAN	20.000000%	100%	0%	0%	8.000000%	160.00
	CONVERSE	7783-01	060162	W-0185989	SW/4 SEC 15-39N-73W	BELOW BASE OF PARKMAN	20.000000%	100%	0%	0%	8.000000%	160.00
[redacted]	CONVERSE	7789-01	040162	W-0170340-A	SE/4 SE/4, NW/4 SE/4 SEC 15-39N-73W	BELOW THE BASE OF PARKMAN	20.000000%	100%	0%	0%	10.500000%	80.00
	CONVERSE	7789-01	040162	W-0170340-A	E/2 SW/4 SEC 17-39N-73W	ALL DEPTHS	20.000000%	100%	0%	0%	10.500000%	80.00
WY	CONVERSE	7790-01	080162	W-A-0183962	NE/4 SEC 17-39N-73W	BELOW BASE OF PARKMAN	20.000000%	100%	0%	0%	8.000000%	160.00

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WY	JOHNSON	4613-01	120168	W-16066	SW/4 SEC. 25-46N-77W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH DRILLED IN THE HELDT #2 WELL, LOCATED IN THE NE/4 SW/4 SECTION 25-46N-77W	100.000000%	100%	0%	0%	6.000000%	
WY	JOHNSON	4613-01	120168	W-16066	NE/4 SEC. 26-46N-77W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE TOTAL DEPTH DRILLED IN THE HELDT DRAW #2 WELL, LOCATED IN THE NE/4 SW/4 SECTION 25-46N-77W	100.000000%	100%	0%	0%	6.000000%	160
WY	JOHNSON	4613-03	120168	W-89853	N/2 SEC. 10-45N-77W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF THE #79 HELDT DRAW UNIT, LOCATED NW/4 SECTION 10-45N-77W	50.000000%	100%	0%	0%	6.000000%	320
WY	JOHNSON	4613-03	120168	W-89853	N/2 SEC. 10-45N-77W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE #79 HELDT DRAW UNIT, LOCATED NW/4 SECTION 10-45N-77W	100.000000%	100%	0%	0%	6.000000%	320
WY	JOHNSON	4613-03	120168	W-89853	N/2 SEC. 35-46N-77W	FROM THE SURFACE OF THE GROUND DOWN TO THE STRATIGRAPHIC EQUIVALENT OF THE HELDT DRAW UNIT #2, LOCATED IN NE/4 SW/4 SECTION 25	50.000000%	100%	0%	0%	6.000000%	320
WY	JOHNSON	4613-03	120168	W-89853	N/2 SEC. 35-46N-77W	BELOW THE STRATIGRAPHIC EQUIVALENT OF THE HELDT DRAW UNIT #2, LOCATED IN NE/4 SW/4 SECTION 25	100.000000%	100%	0%	0%	6.000000%	320
WY	JOHNSON	6458-11	100164	W-72455	W/2 SE/4 SEC. 5-45N-76W	BELOW THE BASE OF THE STRATIGRAPHIC EQUIVALENT OF THE SHANNON "B" FORMATION BEING (9,476 FEET)	50.000000%	100%	0%	0%	8.000000%	80
WY	JOHNSON	6458-11	100164	W-72455	E/2 SEC. 8-45N-76W	BELOW THE BASE OF THE STRATIGRAPHIC EQUIVALENT OF THE SHANNON "B" FORMATION BEING (9,476 FEET)	50.000000%	100%	0%	0%	8.000000%	320
WY	JOHNSON	6458-11	100164	W-72455	E/2 SEC. 17-45N-76W	BELOW THE BASE OF THE STRATIGRAPHIC EQUIVALENT OF THE SHANNON "B" FORMATION BEING (9,476 FEET)	50.000000%	100%	0%	0%	8.000000%	320
WY	JOHNSON	6458-11	100164	W-72455	NE/4 SEC. 20-45N-76W	BELOW THE BASE OF THE STRATIGRAPHIC EQUIVALENT OF THE SHANNON "B" FORMATION BEING (9,476 FEET)	50.000000%	100%	0%	0%	8.000000%	160
WY	JOHNSON	6541-01	70167	W-6542	SE/4 NW/4 SEC.6-45N-76W	BELOW BASE OF SHANNON "B" FORMATION, BEING 9476'	50.000000%	100%	0%	0%	8.000000%	40
WY	JOHNSON	6542-01	100165	W-0319344-A	E/2 SEC.7-45N-76W	BELOW BASE OF SHANNON "B" FORMATION, BEING 9476'	50.000000%	100%	0%	0%	8.000000%	
WY	JOHNSON	7030-01	120164	W-0312434	N/2 NW/4 SEC.20-50N-78W	FROM THE SURFACE TO THE S.E. OF 8815' AS FOUND IN THE YATES-FEDERAL #1 LOC. IN NE NE SEC.29-50N-78W	25.000000%	100%	0%	0%	2.750000%	
WY	JOHNSON	7030-01	120164	W-0312434	NW/4,S/2 SEC.29-50N-78W	FROM THE SURFACE TO THE S.E. OF 8815' AS FOUND IN THE YATES-FEDERAL #1 LOC. IN NE NE SEC.29-50N-78W	25.000000%	100%	0%	0%	2.750000%	
WY	JOHNSON	7119-01	120164	W-0312435	NE/4,S/2 SEC.28-50N-78W	FROM THE SURFACE TO THE S.E. OF 8872' AS FOUND IN THE HAYS-FEDERAL #1 LOCATED IN SW/4 NW/4 SEC.28-50N-78W	25.000000%	100%	0%	0%	2.750000%	480
WY	JOHNSON	8056-01	100171	W-30784	SW/4 NW/4 SEC.2-47N-77W	FROM SURFACE TO THE S.E. OF 11700'AS FOUND IN THE IBERLIN-FEDERAL #1, LOC IN SE/4 NE/4 SEC.24-47N-77W	28.847421%	100%	0%	0%	3.000000%	40
WY	JOHNSON	8056-01	100171	W-30784	SW/4 NW/4 SEC.2-47N-77W	FROM THE S.E. OF 11700' AS FOUND IN THE IBERLIN-FEDERAL #1 TO THE S.E. OF 13393' AS FOUND IN THE PHOENIX UNIT #2,LOC IN NW SW SEC.2-47N-77W	19.231614%	100%	0%	0%	3.000000%	
WY	JOHNSON	8056-01	100171	W-30784	SW/4 NW/4 SEC.2-47N-77W	LANDS BELOW THE S.E. OF 13393'	48.079035%	100%	0%	0%	3.000000%	
WY	JOHNSON	8056-01	100171	W-30784	SE/4 NW/4 SEC.2-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	40
WY	JOHNSON	8056-01	100171	W-30784	S/2 NE/4 SEC.11-47N-77W	ALL DEPTHS BELOW THE S.E. OF 11700'	48.070935%	100%	0%	0%	3.000000%	
WY	JOHNSON	8056-01	100171	W-30784	S/2 NE/4 SEC.11-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	40
WY	JOHNSON	8056-04	100171	W-94605	E/2 NE/4 SEC 24-47N-77W	ALL DEPTHS BELOW THE S.E. OF 11700'	48.070935%	100%	0%	0%	3.000000%	
WY	JOHNSON	8056-04	100171	W-94605	S/2 NW/4, N/2 SE/4 SEC.1-47N-77W	FROM THE SURFACE TO THE S.E.OF 11,700' AS FOUND IN FEDERAL #24-1 LOC IN SE/4 NW/4 SEC 24-47N-77W	100.000000%	100%	0%	0%	3.000000%	160
WY	JOHNSON	8056-04	100171	W-94605	N/2 SW/4 SEC.12-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	160
WY	JOHNSON	8056-04	100171	W-94605	W/2 SW/4, W/2 SE/4 SEC.13-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80
						FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	

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[redacted]	JOHNSON	8056-04	100171	W-94605	E/2 NE/4 SEC. 23-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8056-04	100171	W-94605	E/2 NW/4 SEC.24-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8056-04	100171	W-94605	W/2 NE/4 SEC.25-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8056-04	100171	W-94605	SE/4 SEC.35-47N-77W	FROM THE SURFACE TO THE S.E. OF 11700' AS FOUND IN FEDERAL #24-1, LOC IN SE/4 NW/4 SEC.24-47N-77W	72.118553%	100%	0%	0%	3.000000%	160.00
WY	JOHNSON	8056-04	100171	W-94605	N/2 SW/4 SEC 12-47N-77W	BELOW 11,700'	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8056-04	100171	W-94605	W/2 SW/4, W/2 SE/4 SEC 13-47N-77W	BELOW 11,700'	48.079035%	100%	0%	0%	3.000000%	160.00
WY	JOHNSON	8056-04	100171	W-94605	E/2 NE/4 SEC 23-47N-77W	BELOW 11,700'	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8056-04	100171	W-94605	E/2 NW/4 SEC 24-47N-77W	BELOW 11,700'	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8056-04	100171	W-94605	W/2 NE/4 SEC 25-47N-77W	BELOW 11,700'	48.079035%	100%	0%	0%	3.000000%	80.00
WY	JOHNSON	8056-04	100171	W-94605	SE/4 SEC 35-47N-77W	BELOW 11,700'	48.079035%	100%	0%	0%	3.000000%	160.00
WY	SUBLETTE	10855-01	50176	W-54466	NE/4 SEC.17-28N-111W	FROM THE SURFACE TO THE S.E. OF 12675'AS FOUND IN THE USA REARDON #17-1 LOC IN SW/4 NW/4 SEC.17-28N-111W	50.000000%	100%	0%	0%	9.000000%	160.00
WY	SUBLETTE	10855-01	50176	W-54466	SE/4 SEC.17-28N-111W	FROM THE SURFACE TO THE S.E. OF 12675'AS FOUND IN THE USA REARDON #17-1 LOC IN SW/4 NW/4 SEC.17-28N-111W	25.000000%	100%	0%	0%	10.909900%	160.00
WY	SUBLETTE	10855-01	50176	W-54466	NW/4 SEC.17-28N-111W	FROM THE SURFACE TO S.E. OF 11522' AS FOUND IN THE VEAL FEDERAL #10-20 LOC IN THE SW/4 NW/4 SEC.20-28N-111W	10.000000%	100%	0%	0%	10.909900%	160.00
WY	SUBLETTE	10855-01	50176	W-54466	NW/4 SEC.17-28N-111W	FROM S.E. OF 11522' AS FOUND IN THE VEAL FEDERAL #10-20 TO THE S.E. OF 12675' AS FOUND IN THE USA REARDON #17-1	25.000000%	100%	0%	0%	10.909900%	
[redacted]	SUBLETTE	10855-01	50176	W-54466	SW/4 SEC.17-28N-111W	FROM THE SURFACE TO S.E. OF 11522' AS FOUND IN THE VEAL FEDERAL #10-20 LOC IN THE SW/4 NW/4 SEC.20-28N-111W	10.000000%	100%	0%	0%	10.909900%	160.00
[redacted]	SUBLETTE	10855-01	50176	W-54466	SW/4 SEC.17-28N-111W	FROM S.E. OF 11522' AS FOUND IN THE VEAL FEDERAL #10-20 TO THE S.E. OF 12675' AS FOUND IN THE USA REARDON #17-1	25.000000%	100%	0%	0%	10.909900%	
WY	SUBLETTE	10855-01	50176	W-54466	NW/4 SEC.20-28N-111W	FROM THE SURFACE TO THE S.E. OF 12675'AS FOUND IN THE USA REARDON #17-1 LOC IN SW/4 NW/4 SEC.17-28N-111W	25.000000%	100%	0%	0%	10.909900%	160.00
WY	SUBLETTE	10855-01	50176	W-54466	SW/4 SEC.20-28N-111W	FROM THE SURFACE TO S.E. OF 11522' AS FOUND IN THE VEAL FEDERAL #10-20 LOC IN THE SW/4 NW/4 SEC.20-28N-111W	10.000000%	100%	0%	0%	10.909900%	160.00
WY	SUBLETTE	10855-01	50176	W-54466	SW/4 SEC.20-28N-111W	FROM S.E. OF 11522' AS FOUND IN THE VEAL FEDERAL #10-20 TO THE S.E. OF 12675' AS FOUND IN THE USA REARDON #17-1	25.000000%	100%	0%	0%	10.909900%	160.00
WY	SUBLETTE	11981-01	20173	W-38071	SW/4 SEC.21-28N-111W	FROM THE S.E. OF 12150' AS FOUND IN THE CHORNEY-FEDERAL #30-21,LOC IN NW SW SEC.21-28N-111W DOWN TO THE S.E. OF 12675' AS FOUND IN THE USA REARDON #17-1,LOC IN SW NE SEC.17-28N-111W	25.000000%	100%	0%	0%	6.909926%	160.00
WY	SUBLETTE	11981-01	20173	W-38071	SE/4 SEC.21-28N-111W	FROM THE SURFACE TO THE S.E. OF 12150'AS FOUND IN THE CHORNEY-FEDERAL #3 LOC IN NW SW SEC.21-28N-111W	10.000000%	100%	0%	0%	9.909926%	160.00
WY	SUBLETTE	11981-01	20173	W-38071	SE/4 SEC.21-28N-111W	FROM THE S.E. OF 12150' AS FOUND IN THE CHORNEY-FEDERAL #30-21,LOC IN NW SW SEC.21-28N-111W DOWN TO THE S.E. OF 12675' AS FOUND IN THE USA REARDON #17-1,LOC IN SW NE SEC.17-28N-111W	25.000000%	100%	0%	0%	6.909926%	
WY	SWEETWATER	10714-01	110171	W-31537	N/2 SW/4 SEC.9-24N-103W	ALL DEPTHS	26.250000%	100%	0%	0%	8.350000%	80
WY	SWEETWATER	11126-01	100170	W-25667	SE/4 SE/4 SEC.10-24N-103W	ALL DEPTHS	22.500000%	100%	0%	0%	7.500000%	40.00
WY	SWEETWATER	11141-01	80175	W-51330	ALL SEC. 29-24N-101W	FROM THE SURFACE TO THE S.E. OF 14500' AS FOUND IN THE #2 TREASURE UNIT, LOC. IN SW/4 NE/4 SEC. 32-24N-101W	12.500000%	100%	0%	0%	8.500000%	640.00
WY	SWEETWATER	11141-01	80175	W-51330	LOTS 1,2,3,NW/4 SE/4, N/2 SW/4, N/2 SEC 32 24N-101W	FROM THE SURFACE TO THE S.E. OF 14500' AS FOUND IN THE #2 TREASURE UNIT, LOC. IN SW/4 NE/4 SEC. 32-24N-101W	12.500000%	100%	0%	0%	8.500000%	1189.68
[redacted]	SWEETWATER	11587-01	70176	W-55202	LOTS 1, S/2 N/2, SE/4 SEC.4-23N-101W	FROM THE SURFACE TO THE S.E. OF 14500' AS FOUND IN THE #3 TREASURE UNIT, LOC IN SE/4 NW/4 SEC.4-23N-101W	12.500000%	100%	0%	0%	9.750000%	416.84
[redacted]	SWEETWATER	11587-01	70176	W-55202	E/2, NW/4, N/2 SW/4, SE/4 SW/4 SEC.9-23N-101W	FROM THE SURFACE TO THE S.E. OF 14500' AS FOUND IN THE #3 TREASURE UNIT, LOC IN SE/4 NW/4 SEC.4-23N-101W	12.500000%	100%	0%	0%	9.750000%	541.18

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	
WY	CONVERSE	7790-01	080162	W-A-0183962	S/2 NW/4, SW/4 SEC 22-39N-73W	ALL DEPTHS	20.000000%	100%	0%	0%	8.000000%	
WY	CONVERSE	7790-01	080162	W-A-0183962	N/2 NW/4 SEC 27-39N-73W	ALL DEPTHS	20.000000%	100%	0%	0%	8.000000%	240
WY	CONVERSE	7790-02	080162	W-A-59809	NW/4 SEC 28-39N-73W	ALL DEPTHS	20.000000%	100%	0%	0%	8.000000%	160
WY	CONVERSE	7790-02	080162	W-A-59809	SE/4 SEC 29-39N-73W	SURF TO BASE OF DAKOTA	20.000000%	100%	0%	0%	8.000000%	160
WY	CONVERSE	7790-02	080162	W-A-59809	S/2 SEC 32-39N-73W	BELOW BASE OF DAKOTA	33.500000%	100%	0%	0%	8.000000%	320
WY	CONVERSE	7790-02	080162	W-A-59809	S/2 SEC 32-39N-73W	ALL DEPTHS	20.000000%	100%	0%	0%	8.000000%	320
WY	CONVERSE	7801-01	070175	W-49861	LOTS 3, 4, S/2 NW/4, SE/4 SEC 1-38N-73W	ALL DEPTHS	50.000000%	100%	0%	0%	9.000000%	319
WY	CONVERSE	7801-01	070175	W-49861	LOTS 3, 4, S/2 NW/4 SEC 2-38N-73W	ALL DEPTHS	50.000000%	100%	0%	0%	9.000000%	158
WY	CONVERSE	7801-01	070175	W-49861	NE/4 SEC 12-38N-73W	BELOW 13350'	50.000000%	100%	0%	0%	9.000000%	160
WY	CONVERSE	10727-01	070173	W-39967	LOTS 1,2,S/2 NE/4 SEC 2-37N-73W	ALL DEPTHS	18.671355%	100%	0%	0%	9.000000%	158
WY	CONVERSE	10727-01	070173	W-39967	SE/4 SEC 17-37N-73W	ALL DEPTHS	18.671355%	100%	0%	0%	9.000000%	160
WY	CONVERSE	10727-01	070173	W-39967	NE/4 SEC 20-37N-73W	ALL DEPTHS	18.671355%	100%	0%	0%	9.000000%	160
WY	CONVERSE	10727-01	070173	W-39967	SW/4 SEC 24-37N-73W	ALL DEPTHS	18.671355%	100%	0%	0%	9.000000%	160
WY	CONVERSE	10727-01	070173	W-39967	N/2 SW/4 SEC 26-37N-73W	ALL DEPTHS	18.671355%	100%	0%	0%	9.000000%	80
WY	CONVERSE	10727-01	070173	W-39967	W/2 NE/4, SE/4 NE/4, NW/4, W/2 SW/4 AND SE/4 SW/4 SEC 27-37N-73W	ALL DEPTHS	18.671355%	100%	0%	0%	9.000000%	400
WY	CONVERSE	10727-01	070173	W-39967	NE/4 SEC 33-37N-73W	FROM SURF TO STRAT.EQUIV.OF 12,300'FOUND IN BETTY UNIT #1 IN SEC. 20-40N-72W	18.671355%	100%	0%	0%	9.000000%	160
WY	CONVERSE	10848-01	040165	W-0314373	LOTS 5, 9, 16, 17 SEC 7-40N-72W	FROM SURF TO STRAT.EQUIV.OF 12,300'FOUND IN BETTY UNIT #1 IN SEC. 20-40N-72W	17.000000%	100%	0%	0%	6.000000%	160
WY	CONVERSE	10848-01	040165	W-0314373	LOTS 1, 2, 7, 8 SEC 8-40N-72W	FROM SURF TO STRAT.EQUIV.OF 12,300'FOUND IN BETTY UNIT #1 IN SEC. 20-40N-72W	17.000000%	100%	0%	0%	6.000000%	162
WY	CONVERSE	10848-01	040165	W-0314373	LOTS 10, 11, 12, 13, 15, 16 SEC 17-40N-72W	FROM SURF TO STRAT.EQUIV.OF 12,300'FOUND IN BETTY UNIT #1 IN SEC. 20-40N-72W, EXCEPT AS TO DEPTH FROM 10849' TO 11214'	17.000000%	100%	0%	0%	6.000000%	[redacted]
WY	CONVERSE	10848-01	040165	W-0314373	LOT 14 SEC 17-40N-72W	FROM SURF TO STRAT.EQUIV.OF 12,171,EXCEPT AS TO DEPTH FROM 10849 TO 11214'	10.625000%	100%	0%	0%	6.000000%	[redacted]
WY	CONVERSE	10848-01	040165	W-0314373	LOT 14 SEC 17-40N-72W	FROM STRAT. EQUIV OF 12171' TO 12300'	4.250000%	100%	0%	0%	6.000000%	40
WY	CONVERSE	13092-01	080177	W-86339	E/2 NE/4, SW/4 NE/4, N/2 SE/4 SEC 23-40N-76W	ALL DEPTHS	50.000000%	100%	0%	0%	10.385000%	200
WY	CONVERSE	13181-01	060182	W-77451	NE/4, SE/4 NW/4, E/2 SW/4, N/2 SE/4 SEC 24-40N-76W	FROM SURFACE DOWN TO 13073	50.000000%	100%	0%	0%	10.385000%	360
WY	CONVERSE	13181-01	060182	W-77451	NE/4 SW/4, N/2 SE/4 SEC 11-39N-73W	FROM SURFACE DOWN TO 13073	1.500000%	100%	0%	0%	9.800000%	120
WY	CONVERSE	13181-01	060182	W-77451	E/2 NW/4 SEC 12-39N-73W	FROM SURFACE DOWN TO 13073	1.500000%	100%	0%	0%	9.800000%	80
WY	CONVERSE	13181-01	060182	W-77451	N/2 N/2 SEC 13-39N-73W	FROM SURFACE DOWN TO 13073	1.500000%	100%	0%	0%	9.800000%	160
WY	CONVERSE	13181-01	060182	W-77451	NE/4, E/2 NW/4 SEC 14-39N-73W	FROM SURFACE DOWN TO 13073	1.500000%	100%	0%	0%	9.800000%	240
WY	CONVERSE	13181-01	060182	W-77451	NE/4, S/2 NW/4 SEC 23-39N-73W	FROM SURFACE DOWN TO 13073	1.500000%	100%	0%	0%	9.800000%	240
WY	CONVERSE	13181-01	060182	W-77451	N/2 NW/4 SEC 26-39N-73W	FROM SURFACE DOWN TO 13073	1.500000%	100%	0%	0%	9.800000%	80
WY	CONVERSE	13182-01	030174	W-43680	N/2 SEC 10-37N-75	FROM SURF TO STRAT.EQUIV.OF 14404' FOUND IN BOMMERANG UNIT #1 LOC. IN NE SW SEC 34-38N-75W	16.562490%	100%	0%	0%	9.900000%	320
WY	CONVERSE	13184-01	100173	W-41197	W/2 W/2 SEC 21-38N-75W	FROM SURF DOWN TO STRAT.EQUIV.OF 14404' FOUND IN BOOMERANG UNIT #1	49.687470%	100%	0%	0%	9.900000%	160
WY	CONVERSE	13184-02	100173	W-99384	W/2 SEC 22-38N-75W	FROM SURF DOWN TO STRAT.EQUIV.OF 14404' FOUND IN BOOMERANG UNIT #1	66.249960%	100%	0%	0%	9.900000%	320
WY	CONVERSE	13185-01	100173	W-41200	ALL SEC 27-38N-75W	FROM SURF TO STRAT.EQUIV. OF 14404' FOUND IN BOOMERANG UNIT #1	16.562500%	100%	0%	0%	9.900000%	640
WY	CONVERSE	13185-01	100173	W-41200	S/2 NE/4 SEC 28-38N-75W	FROM SURF TO STRAT.EQUIV. OF 14404' FOUND IN BOOMERANG UNIT #1	49.687450%	100%	0%	0%	9.900000%	80
WY	CONVERSE	13185-01	100173	W-41200	W/2 NW/4 SEC 34-38N-75W	FROM SURF DOWN TO 14,000' (CRETACEOUS)	49.687450%	100%	0%	0%	9.900000%	80
WY	CONVERSE	13206-01	060182	W-77455	SW/4 SEC 34-38N-75W	BELOW 14,000'	12.500000%	100%	0%	0%	8.500000%	160
WY	CONVERSE	13335-01	050172	W-34253	SW/4 SEC 34-38N-75W	BELOW 13866'	3.125000%	100%	0%	0%	8.500000%	160
WY	CONVERSE	13354-01	090172	W-36195	SW/4 SW/4 SEC 26-38N-74W	ALL DEPTHS	12.500000%	100%	0%	0%	7.475000%	40
WY	CONVERSE	13354-01	090172	W-36195	LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13, AND 14, 15, 16 SEC 20-37N-75W	ALL DEPTHS	12.500000%	100%	0%	0%	5.618750%	63
WY	CONVERSE	13354-01	090172	W-36195	LOTS 1,2,3,4,5,6,7,8 SEC 21-37N-75W	FROM SURFACE TO 13043'	12.500000%	100%	0%	0%	5.618750%	[redacted]
WY	CONVERSE	13375-01	080176	W-55426	LOTS 1,2,3,4,5,6,7 SEC 28-37N-75W	FROM SURFACE TO 13,611'	5.000000%	100%	0%	0%	5.618750%	[redacted]
WY	CONVERSE	13449-01	030175	W-49185	N/2 NE/4, SE/4 NW/4, SE/4 SEC 13-38N-74W	FROM SURFACE TO 13972'	5.000000%	100%	0%	0%	7.475000%	[redacted]
WY	CONVERSE	13449-01	030175	W-49185	S/2 NE/4, N/2 SE/4 SEC 25-41N-77W	BELOW 13972'	35.000000%	100%	0%	0%	9.243000%	160.0
WY	CONVERSE	13449-01	030175	W-49185	S/2 NE/4, N/2 SE/4 SEC 25-41N-77W	FROM SURFACE TO 14404' FOUND IN BOOMERANG UNIT #1 WELL	50.000000%	100%	0%	0%	9.900000%	160.0
WY	CONVERSE	13618-01	040182	W-75848	SE/4 NW/4 SEC 34-38N-75W		12.000000%	100%	0%	0%	12.500000%	40.0

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GROSS ACRES
[redacted]	CONVERSE	13631-01	020185	W-90738	SE/4 SEC 8-39N-71W	ALL DEPTHS	50.000000%	100%	0%	0%	6.250000%	160.00
	CONVERSE	13631-01	020185	W-90738	SW/4 SEC 9-39N-71W	ALL DEPTHS	50.000000%	100%	0%	0%	6.250000%	160.00
	CONVERSE	13631-01	020185	W-90738	W/2 SEC 13-39N-71W	ALL DEPTHS	50.000000%	100%	0%	0%	6.250000%	320.00
WY	CONVERSE	13631-01	020185	W-90738	W/2 SEC 14-39N-71W	FROM SURFACE TO 13962'	25.000000%	100%	0%	0%	6.250000%	320.00
WY	CONVERSE	13631-01	020185	W-90738	W/2 SEC 14-39N-71W	BELOW 13962'	50.000000%	100%	0%	0%	6.250000%	320.00
WY	CONVERSE	13674-01	030184	W-85520	W/2 NE/4, W/2, SE/4 SEC 20-39N-75W	FROM SURFACE TO 14510'	20.000000%	100%	0%	0%	9.082013%	560.00
WY	CONVERSE	13674-01	030184	W-85520	W/2 NE/4, W/2, SE/4 SEC 20-39N-75W	BELOW 14510'	50.000000%	100%	0%	0%	9.082013%	560.00
WY	CONVERSE	13674-01	030184	W-85520	N/2, SW/4,NE/4SE/4,W/2 SE/4 SEC 28-39N-75W	FROM SURFACE TO 14510'	20.000000%	100%	0%	0%	9.082013%	600.00
WY	CONVERSE	13674-01	030184	W-85520	N/2, SW/4,NE/4SE/4,W/2 SE/4 SEC 28-39N-75W	BELOW 14510'	50.000000%	100%	0%	0%	9.082013%	600.00
WY	CONVERSE	13674-02	030184	W-103679	SE/4 NE/4 SEC 3-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	40.00
WY	CONVERSE	13674-02	030184	W-103679	LOTS 1,3,S/2 NE/4, SE/4 SW/4, SE/4 SEC 5-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	362.20
WY	CONVERSE	13674-02	030184	W-103679	LOTS 1,2,3,4,5,6,7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, NW/4 SE/4, SE/4 SE/4 SEC 6-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	543.67
WY	CONVERSE	13674-02	030184	W-103679	LOT 1, E/2 E/2, NE/4 NW/4, SW/4 SE/4 SEC 7-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	275.33
WY	CONVERSE	13674-02	030184	W-103679	ALL SEC 9-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	640.00
WY	CONVERSE	13674-02	030184	W-103679	N/2 SEC 10-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	320.00
WY	CONVERSE	13674-02	030184	W-103679	NW/4, N/2 S/2 SEC 10-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	320.00
WY	CONVERSE	13674-02	030184	W-103679	S/2 NW/4 S/2 SEC 15-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	320.00
WY	CONVERSE	13674-02	030184	W-103679	LOTS 3,4, E/2, SE/4 NW/4, E/2 SW/4 SEC 18-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	512.87
WY	CONVERSE	13674-02	030184	W-108203	N/2 NE/4, SE/4 SW/4, SW/4 SE/4 SEC 23-39N-75W	FROM SURFACE DOWN TO 14118' FOUND IN ALLEMAND UNIT #26-1 WELL	12.000000%	100%	0%	0%	9.082813%	160.00
WY	CONVERSE	13674-02	030184	W-108203	N/2 NE/4, SE/4 SW/4, SW/4 SE/4 SEC 23-39N-75W	BELOW 14118'	30.000000%	100%	0%	0%	9.082813%	160.00
	CONVERSE	13674-02	030184	W-108203	SE/4 SW/4 SEC 25-39N-75W	ALL DEPTHS	30.000000%	100%	0%	0%	9.082813%	40.00
[redacted]	CONVERSE	13839-01	080177	W-59624	E/2 SEC 26-41N-77W	FROM THE SURFACE DOWN TO 12132'	32.500000%	100%	0%	0%	8.000000%	320.00
	CONVERSE	13839-01	080177	W-59624	E/2 SEC 26-41N-77W	BELOW 12132'	16.250000%	100%	0%	0%	8.000000%	320.00
	CONVERSE	13939-01	050172	W-34255-B	NE/4 SEC 33-41N-74W	FROM SURFACE TO 13050'	25.000000%	100%	0%	0%	5.000000%	40.00
	CONVERSE	14007-01	100182	W-80550	NE/4 SE/4 SEC 1-39N-73W	FROM SURFACE TO 13073'	1.500000%	100%	0%	0%	8.000000%	40.00
WY	CONVERSE	14008-01	060182	W-77452	SW/4, N/2 SE/4, SW/4 SE/4 SEC 23-39N-73W	FROM SURFACE TO 13073'	1.500000%	100%	0%	0%	8.000000%	40.00
WY	CONVERSE	14309-01	070179	W-67986	E/2 SE/4 SEC 34-41N-76W	FROM SURFACE TO BASE OF FRONTIER (13355') FOUND IN MOORE UNIT #6	100.000000%	100%	0%	0%	2.250000%	80.00
WY	CONVERSE	14310-01	040177	W-90220	E/2 SEC 34-40N-76W	FROM SURFACE TO BASE OF FRONTIER (13420') FOUND IN OHMAN FED #42-34	75.000000%	100%	0%	0%	5.000000%	240.00

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	
WY	SWEETWATER	11894-01	90171	W-71745	NE/4, S/2 SEC. 20-24N-103W	ALL DEPTHS						
WY	SWEETWATER	11894-01	90171	W-71745	NW/4 SEC. 28-24N-103W	ALL DEPTHS	18.750000%	100%	0%	0%	9.909926%	
WY	SWEETWATER	11396-01	70170	W-24547	N/2 NE/4, SW/4 NE/4 SEC.9-24N-103W	ALL DEPTHS	18.750000%	100%	0%	0%	9.909926%	16
WY	CONVERSE	3557-01	60168	W-50674	SE/4 SW/4 SEC.21-36N-71W	FROM THE SURFACE TO THE S.E. OF 8324'	26.250000%	100%	0%	0%	8.000000%	12
WY	CONVERSE	3557-01	60168	W-50674	SE/4 SW/4 SEC.21-36N-71W	FROM THE S.E. OF 8324' TO THE S.E. OF 8565'	25.000000%	100%	0%	0%	7.625000%	4
WY	CONVERSE	3557-01	60168	W-50674	SE/4 SW/4 SEC.21-36N-71W	ALL DEPTHS BELOW THE S.E. OF 8565'	50.000000%	100%	0%	0%	6.000000%	
WY	CONVERSE	3557-01	60168	W-50674	E/2 SE/4 SEC. 28-36N-71W	FROM THE SURFACE TO THE S.E. OF 8324'	100.000000%	100%	0%	0%	6.000000%	
WY	CONVERSE	3557-01	60168	W-50674	E/2 SE/4 SEC. 28-36N-71W	FROM THE S.E. OF 8324' TO THE S.E. OF 8565'	25.000000%	100%	0%	0%	7.625000%	8
WY	CONVERSE	3557-01	60168	W-50674	E/2 SE/4 SEC. 28-36N-71W	ALL DEPTHS BELOW THE S.E. OF 8565'	50.000000%	100%	0%	0%	6.000000%	
WY	CONVERSE	13310-01	10172	W-32266A	NW/4 NE/4 SEC.10-40N-76W	FROM SURFACE TO THE S.E. OF 10700'AS FOUND IN THE PEREGRINE-FEDERAL #1,LOC. IN NW/4 NE/4 SEC.10-40N-76W	100.000000%	100%	0%	0%	6.000000%	
WY	CONVERSE	13310-01	10172	W-32266A	NW/4 NE/4 SEC.10-40N-76W	FROM THE S.E. OF 10700' AS FOUND IN THE PREREGRINE-FEDERAL #1,LOC. IN NW/4 NE/4 SEC.10 40N-76W DOWN TO THE S.E. OF 12810' AS FOUND IN THE MOORE UNIT #3,LOC. IN THE SW/4 NE/4 SEC.11-40N-76W	13.585844%	100%	0%	0%	10.963000%	4
WY	CONVERSE	13310-01	10172	W-32266A	N/2 NW/4,SE/4 SW/4,SE/4,SW/4 NE/4, E/2 NE/4 SEC.10-40N-76W	BELOW THE S.E. OF 12810' AS FOUND IN THE MOORE UNIT #3, LOC IN THE SW/4 NE/4 SEC.11-40N-76W	16.119480%	100%	0%	0%	7.969000%	4
WY	CONVERSE	13310-01	10172	W-32266A	N/2 NW/4,SE/4 SW/4,SE/4,SW/4 NE/4, E/2 NE/4 SEC.10-40N-76W	FROM SURFACE TO THE S.E. OF 10700'AS FOUND IN THE PEREGRINE-FEDERAL #1,LOC. IN NW/4 NE/4 SEC.10-40N-76W	16.119480%	100%	0%	0%	7.969000%	4
WY	CONVERSE	13310-01	10172	W-32266A	N/2 NW/4,SE/4 SW/4,SE/4,SW/4 NE/4, E/2 NE/4 SEC.10-40N-76W	FROM THE S.E. OF 10700' AS FOUND IN THE PREREGRINE-FEDERAL #1,LOC. IN NW/4 NE/4 SEC.10-40N-76W DOWN TO THE S.E. OF 12810' AS FOUND IN THE MOORE UNIT #3,LOC. IN THE SW/4 NE/4 SEC.11-40N-76W	22.335844%	100%	0%	0%	10.963000%	400
WY	CONVERSE	13312-01	80169	W-87874	E/2 NE/4 SEC.10-40N-76W W/2 W/2 SEC. 12-40N-74W	BELOW THE S.E. OF 12810' AS FOUND IN THE MOORE UNIT #3, LOC IN THE SW/4 NE/4 SEC.11-40N-76W	16.119480%	100%	0%	0%	7.969000%	400
WY	CONVERSE	13324-01	80175	W-51208	S/2 NE/4 SEC. 2-40N-76W	FROM SURFACE TO THE S.E. OF 12825' AS FOUND IN THE TAYLOR-BELL #21-1, LOC. IN NE/4 SW/4 SEC.12-40N-74W,INCLUDING THE FRONTIER FORMATION	16.666250%	100%	0%	0%	7.969000%	
WY	CONVERSE	13375-01	80176	W-55426	N/2 N/2, SE/4 NW/4, SE/4 SEC.13-38N-74W	ALL DEPTHS	25.000000%	100%	0%	0%	3.125000%	
WY	CONVERSE	13375-01	80176	W-55426	S/2 SW/4 SEC. 14-38N-74W	FROM SURFACE TO A DEPTH OF 13611'	33.333333%	100%	0%	0%	7.475000%	80
WY	CONVERSE	13375-01	80176	W-55426	S/2 SE/4 SEC. 22-38N-74W	BELOW A DEPTH OF 13611'	5.000000%	100%	0%	0%	7.475000%	360
WY	CONVERSE	13375-01	80176	W-55426	NW/4, W/2 SW/4 SEC.23- 38N-74W	ALL DEPTHS	12.500000%	100%	0%	0%	7.475000%	
WY	CONVERSE	13735-01	10173	W-37489	NW/4 NW/4 SEC. 17-40N-74W	ALL DEPTHS	12.500000%	100%	0%	0%	7.475000%	80
						ALL DEPTHS	12.500000%	100%	0%	0%	7.475000%	80
						FROM THE SURFACE TO THE S.E. OF 13268' AS FOUND IN THE POWELL FEDERAL #1 LOC. IN THE SW/4 NE/4 SEC. 17-40N-74W	0.950000%	100%	0%	0%	2.500000%	40

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COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	GROSS ACRES
[redacted]NVERSE	5022-01	060165	W-0316877	S/2 NW/4, NE/4 SW/4 SEC. 34-38N-69W	TO TOP OF MORRISON	11.782946%	100%	0%	0%	5.500000%	120.00
[redacted]NVERSE	5117-01	030165	W-0313304-A	Lots 1,2,3,4 SEC. 19-40N-73W	SURFACE DOWN TO BASE OF DAKOTA	25.000000%	100%	0%	0%	5.500000%	144.28
[redacted]NVERSE	5504-01	080159	W-22766	S/2 SEC. 14-39N-73W	SURFACE DOWN TO 9,730 FEET AS IN THE GOVERNMENT #14-1 WELL	100.000000%	100%	0%	0%	9.000000%	320.00
CONVERSE	12123-01	090165	W-0318761	E/2 SE/4 SEC. 9-39N-74W	FROM SURFACE TO 100 FEET BELOW TOTAL DEPTH DRILLED IN THE POWELL FED.9-2 WELL (10,155 FEET) LOCATED IN THE SW/4NE/4 SEC.9-39N-74W BUT NOT DEEPER THAN THE SUSSEX FORMATION	1.338219%	100%	0%	0%	8.750000%	80.00
CONVERSE	12123-01	090165	W-0318761	E/2 SE/4 SEC. 9-39N-74W	BELOW 10,155 FEET	1.250000%	100%	0%	0%	8.750000%	80.00
CONVERSE	12123-02	090165	W-87869	W/2 SE/4 SEC. 9-39N-74W	FROM SURFACE TO 100 FEET BELOW TOTAL DEPTH DRILLED IN THE POWELL FED.9-2 WELL (10,155 FEET) LOCATED IN THE SW/4NE/4 SEC.9-39N-74W BUT NOT DEEPER THAN THE SUSSEX FORMATION	1.338219%	100%	0%	0%	8.752150%	80.00
CONVERSE	12123-02	090165	W-87869	W/2 SE/4 SEC. 9-39N-74W	BELOW 10,155 FEET	1.250000%	100%	0%	0%	8.752150%	80.00
CONVERSE	5117-03	030165	W-87866	NE/4, E/2 W/2 SEC.19-40N-73W	DOWN TO BASE OF DAKOTA	25.000000%	100%	0%	0%	5.500000%	320.00
CONVERSE	5504-01	080159	W-22766	S/2 SEC. 35-39N-73W	SURFACE DOWN TO 9,730 FEET AS IN THE GOVERNMENT #14-1 WELL	31.250000%	100%	0%	0%	5.000000%	320.00
CONVERSE	5504-01	080159	W-22766	W/2 SE/4, SE/4 SE/4 SEC. 1-39N-73W	DOWN TO THE BASE OF PARKMAN FORMATION	50.000000%	100%	0%	0%	5.000000%	120.00
CONVERSE	5504-01	080159	W-22766	S/2 S/2 SEC. 11-39N-73W	DOWN TO THE BASE OF PARKMAN FORMATION	50.000000%	100%	0%	0%	5.000000%	160.00
CONVERSE	5504-01	080159	W-22766	SW/4 SEC. 12-39N-73W	DOWN TO THE BASE OF PARKMAN FORMATION	50.000000%	100%	0%	0%	5.000000%	160.00
CONVERSE	5504-01	080159	W-22766	S/2 N/2 SEC. 13-39N-73W	DOWN TO THE BASE OF PARKMAN FORMATION	50.000000%	100%	0%	0%	5.000000%	160.00
CONVERSE	5504-01	080159	W-22766	W/2 SW/4 SEC. 25-39N-73W	DOWN TO THE BASE OF PARKMAN FORMATION	50.000000%	100%	0%	0%	5.000000%	80.00
CONVERSE	5504-01	080159	W-22766	NE/4 SE/4, S/2 NW/4 SEC. 26-39N-73W	DOWN TO THE BASE OF PARKMAN FORMATION	50.000000%	100%	0%	0%	5.000000%	120.00
CONVERSE	5504-01	080159	W-22766	S/2 NE/4 SEC. 27-39N-73W	DOWN TO THE BASE OF PARKMAN FORMATION	50.000000%	100%	0%	0%	5.000000%	80.00
CONVERSE	5467-01	050172	W-9897	SE/4 SEC. 8-36N-67W	DOWN TO AND INCLUDING 25 FEET BELOW STRATIGRAPHIC EQUIVALENT OF DEPTH DRILLED IN SE/4SE/4, 5,605 FEET	6.250000%	100%	0%	0%	4.000000%	160.00
CONVERSE	5467-01	050172	W-9897	W/2 SW/4 SEC. 9-36N-67W	DOWN TO AND INCLUDING 5,478 FEET	11.250000%	100%	0%	0%	4.000000%	80.00
[redacted]VERSE	7455-01	020165	W-0312617	S/2 NE/4 SEC. 14-38N-73W	FROM BASE OF PARKMAN 9,125 FEET TO THE TOP OF THE MORRISON 13,180 FEET	23.437500%	100%	0%	0%	6.000000%	80.00
[redacted]NVERSE	7455-01	020165	W-0312617	NE/4, SE/4 NW/4 SEC. 23-38N-73W	FROM SURFACE TO THE BASE OF THE PARKMAN FORMATION, OR WHERE THE BASE OF THE FORMATION IS NOT FOUND, TO A DEPTH BELOW THE SURFACE OF 9,125 FEET	32.812500%	100%	0%	0%	6.000000%	200.00
[redacted]NVERSE	7455-01	020165	W-0312617	NE/4, SE/4 NW/4 SEC. 23-38N-73W	FROM BASE OF PARKMAN 9,125 FEET TO THE TOP OF THE MORRISON 13,180 FEET	23.437500%	100%	0%	0%	6.000000%	200.00
CONVERSE	7455-01	020165	W-0312617	NE/4, SE/4 NW/4 SEC. 23-38N-73W	BELOW THE TOP OF THE MORRISON FORMATION 13,180 FEET	10.937500%	100%	0%	0%	6.000000%	200.00
CONVERSE	7455-01	020165	W-0312617	S/2 NE/4 SEC. 14-38N-73W	BELOW THE TOP OF THE MORRISON FORMATION 13,180 FEET	10.937500%	100%	0%	0%	6.000000%	80.00
CONVERSE	7940-01	020165	W-47578	LOTS 1, 2 SEC. 5-40N-74W	DOWN TO STRATIGRAPHIC EQUIVALENT OF ANDERSON FED.5-1	18.750000%	100%	0%	0%	3.000000%	75.06
CONVERSE	8104-01	090171	W-30232	S/2 NE/4, S/2 SE/4, NW/4 SW/4 SEC. 5-40N-74W	DOWN TO STRATIGRAPHIC EQUIVALENT OF 13,218 FEET IN ANDERSON FED.#5-1 WELL	25.000000%	100%	0%	0%	3.000000%	200.00
CONVERSE	8153-01	080169	W-19792	NE/4 NE/4, W/2 NW/4 SEC. 14-40N-74W	FROM THE SURFACE TO THE BASE OF THE FIRST FRONTIER	23.565891%	100%	0%	0%	8.000000%	120.00
CONVERSE	8153-01	080169	W-19792	NW/4 NE/4 SEC. 15-40N-74W	FROM SURFACE DOWN TO 100 FEET BELOW STRATIGRAPHIC EQUIVALENT OF DEPTH DRILLED IN WELL IN NE/4SW/4 SEC.15	23.565891%	100%	0%	0%	8.000000%	40.00
CONVERSE	12852-01	080177	W-59617	S/2 NE/4, SE/4 SEC. 11-40N-76W	FROM SURFACE TO 10,700	37.519736%	100%	0%	0%	12.540638%	240.00
CONVERSE	12852-01	080177	W-59617	S/2 NE/4, SE/4 SEC. 11-40N-76W	FROM 10,700 FEET TO 12,810 FEET	32.519736%	100%	0%	0%	12.540638%	240.00
CONVERSE	12852-01	080177	W-59617	NE/4 SEC. 12-40N-76W	FROM SURFACE TO 12,810 FEET	48.359648%	100%	0%	0%	11.135000%	160.00
CONVERSE	12852-01	080177	W-59617	N/2 NE/4, SE/4 NE/4, SE/4 SE/4 SEC. 35-40N-76W	FROM SURFACE TO 12,810 FEET	34.359648%	100%	0%	0%	11.135000%	160.00
CONVERSE	13035-01	040172	W-33825	W/2 SEC. 11-40N-76W	FROM SURFACE DOWN TO 10,825 FEET	34.128835%	100%	0%	0%	8.882332%	320.00
CONVERSE	13035-01	040172	W-33825	W/2 SEC. 11-40N-76W	FROM 10,825 FEET TO 12,810 FEET	36.634475%	100%	0%	0%	6.443717%	320.00
CONVERSE	13035-01	040172	W-33825	W/2 SEC. 11-40N-76W	FROM 12,810 FEET TO 13,948 FEET	29.166719%	100%	0%	0%	5.412459%	320.00
CONVERSE	13036-01	010172	W-32266	SE/4 NW/4, SW/4 SEC. 2-40N-76W	SURFACE TO 10,700 FEET	34.417021%	100%	0%	0%	9.219498%	200.00
CONVERSE	13036-01	010172	W-32266	SE/4 NW/4, SW/4 SEC. 2-40N-76W	FROM 10,700 FEET TO 13,948 FEET	38.890070%	100%	0%	0%	6.685826%	200.00
CONVERSE	13036-01	010172	W-32266	SE/4, E/2 SW/4, SE/4 NW/4 SEC. 3-40N-76W	SURFACE TO 10,700 FEET	34.416897%	100%	0%	0%	9.253740%	280.00
CONVERSE	13036-01	010172	W-32266	SE/4, E/2 SW/4, SE/4 NW/4 SEC. 3-40N-76W	FROM 10,700 FEET TO 13,948 FEET	38.889225%	100%	0%	0%	6.794128%	280.00
CONVERSE	13036-01	010172	W-32266	SW/4 NW/4, W/2 SW/4 SEC. 3-40N-76W	SURFACE TO 10,700 FEET	32.749814%	100%	0%	0%	9.253740%	120.00
CONVERSE	13036-01	010172	W-32266	SW/4 NW/4, W/2 SW/4 SEC. 3-40N-76W	FROM 10,700 FEET TO 13,948 FEET	33.332281%	100%	0%	0%	6.794128%	120.00
[redacted]VERSE	13036-01	010172	W-32266	SE/4 NE/4 SEC. 34-41N-76W	SURFACE TO 10,700 FEET	38.306792%	100%	0%	0%	6.794128%	40.00
[redacted]VERSE	13036-01	010172	W-32266	SE/4 NE/4 SEC. 34-41N-76W	FROM 10,700 FEET TO 13,948 FEET	38.889225%	100%	0%	0%	6.794128%	40.00
[redacted]VERSE	13036-01	010172	W-32266	N/2 NW/4, SW/4 NW/4, N/2 SW/4 SEC. 35-41N-76W	SURFACE TO 10,700 FEET	38.306792%	100%	0%	0%	6.794128%	200.00
[redacted]VERSE	13036-01	010172	W-32266	N/2 NW/4, SW/4 NW/4, N/2 SW/4 SEC. 35-41N-76W	FROM 10,700 FEET TO 13,948 FEET	38.889225%	100%	0%	0%	6.794128%	200.00
[redacted]VERSE	13036-01	010172	W-32266	SE/4 NW/4, SW/4 SEC. 2-40N-76W	BELOW 13,948 FEET	16.666250%	100%	0%	0%	5.190000%	200.00
CONVERSE	13036-01	010172	W-32266	S/2 NW/4, S/2 SEC. 3-40N-76W	BELOW 13,948 FEET	16.666250%	100%	0%	0%	5.190000%	400.00

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ST	COUNTY	WOODS LEASE NUMBER	LEASE EFF. DATE	LEASE SERIAL NO.	LAND DESCRIPTION	EXHIBIT "A" OPERATING RIGHTS DESCRIPTION	PERCENT OF INTEREST OWNED	CONVEYED	RETAINED	PERCENT OF ORI RESERVED	PREV. RESERV.	G
WY	CONVERSE	13036-01	010172	W-32266	SE/4 NE/4 SEC. 34-41N-76W	BELOW 13,948 FEET	16.666250%	100%	0%	0%	5.190000%	
WY	CONVERSE	13036-01	010172	W-32266	N/2 NW/4, SW/4 NW/4, N/2 SW/4 SEC. 35-41N-76W	BELOW 13,948 FEET	16.666250%	100%	0%	0%	5.190000%	
WY	CONVERSE	13066-01	110174	W-47686	W/2 SW/4,SE/4 SW/4,N/2 SE/4,SW/4 SE/4 SEC 22-40N-76W	SURFACE TO 12,876 FEET	42.500125%	100%	0%	0%	5.255500%	240
WY	CONVERSE	13066-01	110174	W-47686	W/2 SW/4,SE/4 SW/4,N/2 SE/4,SW/4 SE/4 SEC 22-40N-76W	BELOW 12,876 FEET	16.666250%	100%	0%	0%	5.255500%	240
WY	CONVERSE	7785-01	080160	W-0103559-A	S/2 SE/4 SEC. 8-39N-73W	BELOW THE BASE OF THE PARKMAN FORMATION	20.000000%	100%	0%	0%	10.500000%	80
WY	CONVERSE	8283-01	120172	W-37080	W/2, SE/4 SEC. 27-40N-74W	DOWN TO STRATIGRAPHIC EQUIVALENT OF 12,700 FEET IN POWELL II UNIT #6 IN THE SE/4NW/4 SEC.27	14.728682%	100%	0%	0%	8.000000%	480
WY	CONVERSE	8283-01	120172	W-37080	SE/4 NW/4 SEC. 35-40N-74W	DOWN TO STRATIGRAPHIC EQUIVALENT OF 12,700 FEET IN POWELL II UNIT #6 IN THE SE/4NW/4 SEC.27	14.728682%	100%	0%	0%	8.000000%	40
WY	CONVERSE	8283-01	120172	W-37080	E/2, E/2 W/2 SEC. 28-40N-74W	DOWN TO STRATIGRAPHIC EQUIVALENT OF 12,900 FEET IN POWELL II UNIT #8 WELL LOCATED IN CENTER OF SEC.28	14.728682%	100%	0%	0%	8.000000%	480
WY	CONVERSE	8283-05	120172	W-87876	NW/4 NW/4 SEC. 28-40N-74W	FROM THE SURFACE DOWN TO 12,900 FEET AS DRILLED IN THE POWELL II UNIT #8 WELL LOCATED IN THE CENTER OF SEC.8	14.728682%	100%	0%	0%	8.000000%	40
WY	CONVERSE	8283-06	120172	W-92983	SW/4 NW/4, W/2 SW/4 SEC. 28-40N-74W	SURFACE TO 12,900 FEET AS DRILLED IN POWELL II UNIT #8 LOCATED IN THE CENTER OF SEC.28	14.728682%	100%	0%	0%	8.000000%	120
WY	CONVERSE	8565-01	030174	W-43664	NW/4 SEC. 10-39N-73W	DOWN TO STRATIGRAPHIC EQUIVALENT OF 8,452 FEET AS FOUND IN CHAMPLIN #1 22-10 WELL	20.000000%	100%	0%	0%	14.250000%	160
WY	CONVERSE	8442-01	050169	W-48869	NE/4 SW/4 SEC. 31-40N-73W	DOWN TO A DEPTH OF THE STRATIGRAPHIC EQUIVALENT OF 12,310 FEET AS IN USA DILTS #31-1 WELL LOCATED IN THE SW/4 SEC.31	23.565891%	100%	0%	0%	6.000000%	40
WY	CONVERSE	8796-01	020174	W-43061	LOTS 3,4 SEC. 31-40N-73W	FROM THE SURFACE TO 100 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 12,310 FEET IN USA DILTS #31-1	23.565891%	100%	0%	0%	3.000000%	73
WY	CONVERSE	8796-01	020174	W-43061	NE/4 NE/4, SW/4 NE/4 SEC. 15-40N-74W	FROM THE SURFACE DOWN TO 100 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF 13,175 FEET AS PENETRATED IN THE MOORE RANCH CO. FEDERAL#15-1 WELL	23.565891%	100%	0%	0%	3.000000%	80
WY	CONVERSE	8797-01	010168	W-9947	SW/4 SEC. 15-40N-74W	DOWN TO STRATIGRAPHIC EQUIVALENT OF THE BASE OF LOKOTA FORMATION	7.482171%	100%	0%	0%	6.500000%	
WY	CONVERSE	9517-01	060174	W-45126	SW/4 NE/4 SEC. 7-39N-73W	TO BASE OF THIRD FRONTIER FORMATION	47.131783%	100%	0%	0%	18.700000%	
WY	CONVERSE	9518-01	050169	W-59811	SE/4 NE/4 SEC. 7-39N-73W	TO BASE OF THIRD FRONTIER FORMATION	11.782946%	100%	0%	0%	17.700000%	
WY	CONVERSE	10744-01	030165	W-0314538	NE/4 SEC. 33-41N-75W	SURFACE TO 10,775 FEET	50.000000%	100%	0%	0%	12.250000%	160
WY	CONVERSE	10744-01	030165	W-0314538	NE/4 SEC. 33-41N-75W	FROM 10,775 FEET TO 13,900 FEET	25.000000%	100%	0%	0%	12.250000%	160
WY	CONVERSE	10744-01	030165	W-0314538	NW/4, S/2 SEC. 33-41N-75W	SURFACE TO 10,775 FEET	40.000000%	100%	0%	0%	12.250000%	480
WY	CONVERSE	10744-01	030165	W-0314538	NW/4, S/2 SEC. 33-41N-75W	FROM 10,775 FEET TO 13,900 FEET	25.000000%	100%	0%	0%	12.250000%	480
WY	CONVERSE	13085-01	080166	W-122	SE/4 NE/4 SEC. 9-39N-74W	FROM THE SURFACE TO A SUBSURFACE DEPTH OF 10,155 FEET OR THE STRATIGRAPHIC EQUIVALENT THEREOF BEING THE TOTAL DEPTH DRILLED IN THE POWELL FED.#9-2 WELL LOCATED SW/4NE/4 SEC.9-39N-74W	0.355780%	100%	0%	0%	6.250000%	40
WY	CONVERSE	13085-02	080166	W-87870	NE/4 NE/4, SW/4 NE/4, S/2 NW/4 SEC. 9-39N-74W	FROM THE SURFACE TO A SUBSURFACE DEPTH OF 10,155 FEET OR THE STRATIGRAPHIC EQUIVALENT THEREOF BEING THE TOTAL DEPTH DRILLED IN THE POWELL FED.#9-2 WELL LOCATED SW/4NE/4 SEC.9-39N-74W	0.355780%	100%	0%	0%	6.250000%	160
WY	CONVERSE	13283-01	010172	W-86337	SW/4 NE/4 SEC. 22-40N-76W	SURFACE TO STRATIGRAPHIC EQUIVALENT 12,876 FEET AS ENCOUNTERED IN WOODS PETROLEUM USA FED.22-1 WELL LOCATED IN NW/4SE/4 SEC.22	40.000500%	100%	0%	0%	7.480000%	40
WY	CAMPBELL	14619-01	60187	W-104515	LOTS 13,20 SEC. 18-43N-70W	FROM THE BASE OF THE FORT UNION FORMATION FOUND AT APPROXIMATELY 400 FEET TO ALL DEPTHS	100.000000%	100%	0%	0%	5.000000%	967.
WY	CAMPBELL	14619-01	60187	W-104515	LOTS 5,6 7,8,9,10,11,12,13,14,15,16 SEC. 19-43N-70W	FROM THE BASE OF THE FORT UNION FORMATION FOUND AT APPROXIMATELY 400 FEET TO ALL DEPTHS	100.000000%	100%	0%	0%	5.000000%	*ENT LEA
WY	CAMPBELL	14619-01	60187	W-104515	LOTS 9,10 SEC. 20-43N-70W	FROM THE BASE OF THE FORT UNION FORMATION FOUND AT APPROXIMATELY 400 FEET TO ALL DEPTHS	100.000000%	100%	0%	0%	5.000000%	*
WY	CAMPBELL	14619-01	60187	W-104515	LOTS 4,5,10,11,12,13,14,15 SEC. 24-43N-71W	FROM THE SURFACE TO AND INCLUDING 11,173 FEET	88.372092%	100%	0%	0%	7.500000%	
WY	CAMPBELL	4866-01	70162	W-0202988-B	NE/4 SE/4 SEC. 29-45N-73W	FROM THE SURFACE TO AND INCLUDING 11,173 FEET	70.697674%	100%	0%	0%	7.500000%	
WY	CAMPBELL	4866-01	70162	W-0202988-B	N/2 SE/4, SW/4 SE/4 SEC. 29-45N-73W	FROM THE SURFACE TO AND INCLUDING 11,173 FEET	94.263565%	100%	0%	0%	8.500000%	
WY	CAMPBELL	4866-01	70162	W-0202988-B	NW/4 SEC. 33-45N-73W	FROM THE SURFACE TO AND INCLUDING 11,173 FEET	70.697674%	100%	0%	0%	7.500000%	
WY	CAMPBELL	4866-01	70162	W-0202988-B	N/2 SW/4 SEC. 33-45N-73W	FROM THE SURFACE DOWN TO AND INCLUDING THE STRAT. EQUIV. OF 13,282' AS FOUND IN THE ANDERMAN FED. # 5-1 WELL	25.000000%	100%	0%	0%	6.000000%	40.
WY	CONVERSE	8020-01	100166	W-48867	NW/4 SE/4 SEC. 5-40N-74W							

BOOK 1004 PAGE 348

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WYW-120770

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That D. K. INVESTMENTS, INC. (60%)
STANDARD ENERGY CORPORATION (40%)
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
D. K. INVESTMENTS, INC.	P. O. Box 266 Holmdel, New Jersey 07733	2.40% of 8/8ths
STANDARD ENERGY CORPORATION	P. O. Box 27156 Salt Lake City, Utah 84127	1.60% of 8/8ths
S & R ENTERPRISES	P. O. Box 3476 Ketchum, Idaho 83340	1.00% of 8/8ths

Being in all a total of an undivided FIVE (5%) PERCENT OF EIGHT EIGHTHS
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 28 N, R 105 W, 6th PM
Sec 17: E½
Sec 21: All
Sec 22: NW¼
Sec 27: W½

233813

RECORDED July 31, 1991 10:00 AM
IN BOOK 87 O&G PAGE 563
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Nan Riley

Containing 1,440.00 acres, more or less.

WITNESS our hands this 6th day of November, 1990

Witnesses:

D. K. INVESTMENTS, INC.
STANDARD ENERGY CORPORATION
Pamela K. Nelson
Power of Attorney for Both Corporations

STATE OF Utah
} ss.
COUNTY OF Salt Lake

On the 6th day of November, 1990, before me appeared Pamela K. Nelson, Power of Attorney for Both Corporations the signor..... of the above instrument, who duly acknowledged to me that she same.

Notary Public

My commission expires:
6-20-94

Residing in Salt Lake County, Utah

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

564

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
D. K. INVESTMENTS, INC.

Virginia A. Kyn as to By: Lisa Dawson
Its President
STANDARD ENERGY CORPORATION

Linda Nelson as to By:
Its President
S & R ENTERPRISES

Linda Nelson as to By:
Its President & General Partner

as to

as to

as to

as to

as to

as to

as to

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WYW-118366

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That YELLOW RIBBON, INC. (60%)
STANDARD ENERGY CORPORATION (40%)
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
YELLOW RIBBON, INC.	42 Calle Feliz Sedona, Arizona 86336	2.40% of 8/8ths
STANDARD ENERGY CORPORATION	P. O. Box 27156 Salt Lake City, Utah 84127	1.60% of 8/8ths
S & R ENTERPRISES	P. O. Box 3476 Ketchum, Idaho 83340	1.00% of 8/8ths

Being in all a total of an undivided FIVE (5%) PERCENT OF EIGHT EIGHTHS
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 28 N, R 104 W, 6th PM
- Sec 7: E½W½
- Sec 18: NE¼NE¼, W½E½, E½W½, E½SE¼
- Sec 19: E½W½, SE¼

T 28 N, R 105 W
- Sec 2: S½
- Sec 3: Lots 1, 2, 3, 5, E½SW¼, NW¼SW¼
- Sec 4: Lots 1, 2, 5, 6, S½
- Sec 10: E½NW¼, SW¼NW¼
- Sec 11: NW¼SW¼
- Sec 14: E½
- Sec 24: NW¼

T 29 N, R 105 W
- Sec 26: All
- Sec 34: NW¼, SE¼

Containing 3,393.77 acres, more or less.

233814

RECORDED July 31 1991 6:00 A M
IN BOOK 87 O & G PAGE 565
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Lilly

WITNESS our hands this 6th day of November, 1990

Witnesses:

YELLOW RIBBON, INC.
STANDARD ENERGY CORPORATION
Pamela K. Nelson
Power of Attorney for Both Corporations

STATE OF Utah }
COUNTY OF Salt Lake } ss.

On the 6th day of November, 1990, before me appeared Pamela K. Nelson, Power of Attorney for Both Corporations the signor of the above instrument, who duly acknowledged to me that she executed the same.

Cindy M.
Notary Public

My commission expires:
6-20-94

Residing in Salt Lake City, Utah

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Deborah J. Smith as to

[signature] as to

Leslie Wilson as to

..... as to

..... as to

..... as to

..... as to

..... as to

..... as to

Assignee:

YELLOW RIBBON, INC.

By: Robert H. Kunkel
Its President

STANDARD ENERGY CORPORATION

By: [signature]
Its President

S & R ENTERPRISES

By: [signature]
Its President & General Partner

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE WYW-121713 DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That YELLOW RIBBON, INC. (60%)
STANDARD ENERGY CORPORATION (40%)
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
YELLOW RIBBON, INC.	42 Calle Feliz Sedona, Arizona 86336	2.40% of 8/8ths
STANDARD ENERGY CORPORATION	P. O. Box 27156 Salt Lake City, Utah 84127	1.60% of 8/8ths
S & R ENTERPRISES	P. O. Box 3476 Ketchum, Idaho 83340	1.00% of 8/8ths

Being in all a total of an undivided FIVE (5%) PERCENT OF EIGHT EIGHTHS overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 29 N, R 105 W, 6th PM
- Sec 6: Lots 3-7
- Sec 7: Lots 1-4
- Sec 8: W½NW¼
- Sec 17: All
- Sec 18: Lots 1-4
- Sec 20: S½

T 29 N, R 106 W
- Sec 1: Lots 1-4
- Sec 2: Lots 1-4
- Sec 13: E½

233815

RECORDED July 31 1991 10:00 A M
IN BOOK 87 O&G PAGE 567
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

Containing 2,166.40 acres, more or less.

WITNESS our hands this 6th day of November, 1990

Witnesses:

YELLOW RIBBON, INC.
STANDARD ENERGY CORPORATION
Power of Attorney for Both Corporations

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 6th day of November, 1990, before me appeared Pamela K. Nelson, Power of Attorney for Both Corporations the signor of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public

My commission expires:
6-20-94

Residing in Salt Lake City, Utah

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
YELLOW RIBBON, INC.

Alethea J. Smith as to By: Robert N. Hankins
Its President
STANDARD ENERGY CORPORATION

Leslie Nelson as to By:
Its President
S & R ENTERPRISES

as to By:
Its President & General Partner

as to

as to

as to

as to

as to

as to

as to

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WYW-121714

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That YELLOW RIBBON, INC. (60%)
STANDARD ENERGY CORPORATION (40%)
, Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
YELLOW RIBBON, INC.	42 Calle Feliz Sedona, Arizona 86336	2.40% of 8/8ths
STANDARD ENERGY CORPORATION	P. O. Box 27156 Salt Lake City, Utah 84127	1.60% of 8/8ths
S & R ENTERPRISES	P. O. Box 3476 Ketchum, Idaho 83340	1.00% of 8/8ths

Being in all a total of an undivided FIVE (5%) PERCENT OF EIGHT EIGHTHS overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 28 N, R 104 W, 6th PM
Sec 6: Lots 1-6, E½SW¼, SE¼
Sec 7: Lots 1-4
Sec 18: Lots 1-4
Sec 19: NE¼
T 28 N, R 105 W
Sec 1: Lots 1-4
Sec 2: Lots 1-4
Sec 11: N½NE¼
T 29 N, R 105 W
Sec 27: S½
Sec 34: NE¼, SW¼

233816

RECORDED July 31 1991 10:00 AM
IN BOOK 87 of G PAGE 569
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

Containing 1,693.71 acres, more or less.

WITNESS our hands this 6th day of November 19 90.

Witnesses:

YELLOW RIBBON, INC.
STANDARD ENERGY CORPORATION
Pamela K. Nelson
Power of Attorney for Both Corporations

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 6th day of November, 1990, before me personally appeared Pamela K. Nelson, Power of Attorney for Both Corporations, to me personally known, who being by me duly sworn did say that she is the signor of the above instrument, who duly acknowledged to me that she executed the same.

Cindy M. Dalton
Notary Public

My commission expires:
6-20-94

Residing in Salt Lake City

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Allen J. Smith as to

Leslie Nelson as to

as to

Assignee:
YELLOW RIBBON, INC.
By: Robert S. Kinkel
Its President
STANDARD ENERGY CORPORATION
By:
Its President
S & R ENTERPRISES
By:
Its President & General Partner

as to

as to

as to

as to

as to

as to

as to

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING

UNITED STATES OIL AND GAS LEASE WYW-118365

DISTRICT LAND OFFICE

KNOW ALL MEN BY THESE PRESENTS, That YELLOW RIBBON, INC. (60%)
STANDARD ENERGY CORPORATION (40%)
....., Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PER CENT
YELLOW RIBBON, INC.	42 Calle Feliz Sedona, Arizona 86336	2.40% of 8/8ths
STANDARD ENERGY CORPORATION	P. O. Box 27156 Salt Lake City, Utah 84127	1.60% of 8/8ths
S & R ENTERPRISES	P. O. Box 3476 Ketchum, Idaho 83340	1.00% of 8/8ths

Being in all a total of an undivided FIVE (5%) PERCENT OF EIGHT EIGHTHS
.....overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in Sublette County, State of..., County, under the above designated oil and gas lease and any extension or renewal thereof, to wit:

T 29 N, R 105 W, 6th PM
Sec 8: E½SW¼, SE¼
Sec 21: NE¼, SW¼
Sec 28: S½S½
Sec 32: All
Sec 33: W½
T 29 N, R 106 W
Sec 15: W½E½, W½
Sec 22: All

233817

RECORDED July 31 1991 10:00 A.M.
IN BOOK 87 of G PAGE 571
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Kelly

Containing 2,800.00 acres, more or less.

WITNESS our hands this 6th day of November, 1990

Witnesses:

YELLOW RIBBON, INC.
STANDARD ENERGY CORPORATION
Pamela K. Nelson
Power of Attorney for Both Corporations

STATE OF Utah
COUNTY OF Salt Lake } ss.

On the 6th day of November, 1990, before me duly appeared Pamela K. Nelson, Power of Attorney for Both Corporations the signor..... of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public
Residing in Salt Lake City, Utah

My commission expires:
6-20-94

OIL & GAS FORM NO. 8
PETROLEUM INVESTMENT COMPANY

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

(Individual)

The undersigned hereby represent (s) that:

1. Each of undersigned (if more than one) is a native born citizen of the United States over the age of 21 years.

2. The interests, direct and indirect, of each of the undersigned in oil and gas leases and in applications or offers, including options, therefor affecting public lands in the State of Wyoming, together with the acreage affected by the foregoing Royalty Assignment do not exceed 246,080 chargeable acres.

3. The royalty interest assigned under the foregoing Royalty Assignment, and the royalty payable to the United States under said Oil and Gas Lease in excess of 17½ percent is subject to the limitation of overriding royalties as specified in 43 C.F.R. 192.83.

4. Each of the undersigned is the sole party in interest in the royalty assigned said person.

Witness:

Assignee:
YELLOW RIBBON, INC.

Robert J. Brett ..... as to By: Robert B. Kinkel
Its President
STANDARD ENERGY CORPORATION

J. McCoy ..... as to By:
Its President
Leslie Nelson ..... as to S & R ENTERPRISES
By:
Its President & General Partner

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

..... as to .....

For [redacted] d by the Board
and Effective March 1, 1982

[redacted]

LEASE [redacted]
PARCEL NO. 660
FUND Common School

STATE OF WYOMING
OIL AND GAS LEASE FORM

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners, as lessor, and

LCM, LTD.

, as lessee.

WITNESSETH:

Section 1. PURPOSE. The lessor, in consideration of the rents and royalties to be paid and the covenants and agreements to be kept and performed by lessee, does hereby grant and lease to the lessee, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from the following described land, to-wit:

320.00 Acres N½ Section 16, Twp. 30 N., Rg. 108 W., 6th P.M.

233866

RECORDED August 2 AD 91 1:55 P
IN BOOK 87 Misc PAGE 573
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Whited

County Sublette - Total Acres 320.00 - Advance Rental $ 320.00
($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations thereunder.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be producd from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the lessor owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

Section 4. Lessee expressly represents that, if an individual, lessee is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age - and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to and operations by lessee hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

IN WITNESS WHEREOF, this lease has been executed by lessor and lessee to become effective on the 2nd day of June, 1991 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: [signature]
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE [signature]
Lester C. McCormick, Partner
LCM, Ltd.

Address P.O. Box 596 City Denver

State Colorado 80201 (Zip) Telephone No. (303) 623-3122

573

business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of the lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands - 2424 Pioneer Avenue, Cheyenne, Wyoming 82002.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0.50 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within thirty (30) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease.

(d) ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land, saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including propane, butane, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deduction; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas or natural gasoline be less than that received by the United States of America for its royalties from the same field.

(v) In cases where natural gas is produced and the natural gas gasoline extracted therefrom, only one royalty shall be paid, except in the event the residue or dry gas shall be marketed it shall then constitute a separate commodity and a royalty shall be paid thereon as above provided.

(vi) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor or to such individual, firm or corporation as the lessor may designate all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced or, at the option of the lessor and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall, if necessary, furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced upon the leased premises, or at such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To guage, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gasoline and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Commissioner of Public Lands, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous lands operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form of report prescribed by the lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i) LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Commissioner may waive such reports as conditions may warrant.

(j) PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the undue drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural

writing of the lessor first had and obtained. 574

(k) SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l) DILIGENCE - PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining; less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor, to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m) TAXES AND WAGES - FREEDOM OF PURCHASE. To pay, when due, all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n) ASSIGNMENTS OF LEASE - PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor subject any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Commissioner when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and thence are detrimental to the proper development of the leased lands.

(o) DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissions insofar as the surface is not necesary for the use of the lessee in the conduct of operations hereunder.

(b) The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by this lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c) From the operation of this lease the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d) The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands as provided in Section 3(e) below.

(e) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f) In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more intrastate purchasers (i.e. purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall waive this option and permit an interstate sale if it finds that no intrastate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right, subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Commissioner or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinqurshed, the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

Sec. 1 (p)

"Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities."

[redacted] [redacted] [redacted]

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 & Sublette 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 of 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".

Assignment Approved Effective APR 1 1961

233932

RECORDED Aug 12, 19 91 8:30 A M
IN BOOK 87 of G PAGE 575
FEES $14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Joan Riley

575

Cecil L. Hase
Manager, Land Office
Box 929, Cheyenne, Wyoming

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.

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 Feb, 1961.

PAN AMERICAN PETROLEUM CORPORATION

By T. S. Yancey
Its Attorney in Fact

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 6th day of Feb, 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 Feb, 1961.

Shirley E. Colgin
Notary Public

My Commission Expires Oct. 3, 1964

(SEAL) NATRONA COUNTY WYOMING NOTARY PUBLIC SHEILA E. COLGIN

OES (200)
HER
1-2-61

Form 1140 8-50

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF LINCOLN & SUBLETTE

LEASE SCHEDULE

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED Book	RECORDED Page	ORR
194489	United States of America (W-025410-A)	Frank J. Sunseri	5-1-54	Township 27 North, Range 112 West Section 31: Lots 3,4,9,10, E/NW/2, SWNE, W/2SE	22 30	22 490	3%)Previously(reserved

578

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Lease

Serial No. [redacted]

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the attached Assignment and Operating Agreement and certifies as follows:

1. Assignee is a Delaware 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 does not exceed 246,080 chargeable acres.

3. Assignee is a corporation and is qualified as shown by statements attached hereto and previously filed with lease Wyoming 01332.

4. Amount remitted: Filing Fee .. $10.00

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 as to the interest conveyed to Assignee in the attached Assignment.

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 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 16th day of February, 1961.

BELCO PETROLEUM CORPORATION

By: _____
Lawrence Ruben - Executive Vice Pres.
(Assignee's Signature)

630 Third Avenue,
New York 17, New York.

_____
Jack Salts, Secretary.

Assignment Approved Effective:

_____
(Date)

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

_____
(Title)

RELEASE OF OIL AND GAS LEASE(S)

KNOW ALL MEN BY THESE PRESENTS:

That, PRESIDIO EXPLORATION, INC., with offices at 5613 DTC Parkway, Suite 800, Englewood, Colorado 80111, a Colorado corporation, for a good and valid consideration does hereby release, relinquish, quit-claim and surrender to the lessor(s) named below, their heirs, assigns and legal representatives, all right, title and interest, including the release and waiver of any right of homestead, in and to the following described Oil and Gas Lease(s), insofar as same covers the hereinafter described lands in Sublette County, Wyoming, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXECUTED this 24th day of July, 1991.

ATTEST: *PRESIDIO EXPLORATION, INC.*

K. C. GIBBAL, Assistant Secretary

BY _____
K. V. THOLSTROM, Vice President

TE

233947

RECORDED August 12 19 91 3:00 P M
IN BOOK 87 O&G PAGE 580
FEES $ 3.00 Mary L. LeaKford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: mary Riley

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of July, 1991, by K. V. THOLSTROM, as Vice President of PRESIDIO EXPLORATION, INC., a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 1/1994

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

WHEN RECORDED, RETURN TO: *Presidio Exploration, Inc.*
5613 DTC Parkway, Suite 800
Englewood, Colorado 80111

Attention: RMD Lease Records

E X H I B I T A

TE: *** WYOMING ***
TY: WY - SUBLETTE
PECT: HIGHLINE PROSPECT #5000263

ATTACHED TO AND MADE A PART OF THAT CERTAIN RELEASE OF OIL AND GAS LEASES BY AND BETWEEN PRESIDIO EXPLORATION, INC. AND THE BELOW NAMED LESSORS, COVERING CERTAIN LANDS IN SUBLETTE COUNTY, WYOMING

ASE MBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
01898 A 01	JARDINE, ALBERTA E	03/16/1982	BK 64 PG 526	**E/2SW/4** of Section 18, Township 28 North, Range 111 West
01898 A 02	JARDINE, ALBERTA E	03/16/1982	BK 64 PG 526	**E/2E/2** of Section 7, Township 28 North, Range 111 West
01898 B 01	BACON, BEATRICE R	03/16/1982	BK 64 PG 526	**E/2SW/4** of Section 18, Township 28 North, Range 111 West
01898 B 02	BACON, BEATRICE R	03/16/1982	BK 64 PG 526	**E/2E/2** of Section 7, Township 28 North, Range 111 West

END OF EXHIBIT "A"

531

582

Form 3106-14
(September 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-025410

Lease effective date
5/1/59

PART I

1. Assignee's Name

BELCO DEVELOPMENT CORPORATION

Address (include zip code)

10,000 Old Katy Road, Houston, Texas 77055

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

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

Tract 1: T27N, R112W, 6th P.M.
Section 30: Lots 1,2,5,6, E½W½
Zone 1: Surface to base of Mesaverde Formation 80%
Zone 2: Below base of Mesaverde Formation 100%

Tract 2: T26N, R113W, 6th P.M.
Section 2: Lot 1
Zone 1: Surface to base of Mesaverde Formation 50%
Zone 2: Below base of Mesaverde Formation 100%

Containing 293.24 acres, more or less, in
Sublette County, Wyoming

233969

Owner interest owned to depth as specified above

RECORDED Aug. 13 19 91 1:15 P M
IN BOOK 87 O;G PAGE 582
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mari Riley

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

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

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This assignment is made without warranty of title, either express or implied.

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

Executed this 15th day of November, 1983, in quadruplicate originals, but to be effective the 29th day of July, 1983.

BELCO PETROLEUM CORPORATION

R. A. Grinstead
(Assignor's Signature)

One Dag Hammarskjold Plaza
(Assignor's Address)

R. A. Grinstead
Vice President

New York (City) New York (State) 10017 (Zip Code)

BDC Lease # 1200-008

Title 18 U.S.C., Section 1001, 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 FEB 1 1984

By Judith A. Moffat (Authorized Officer)
Chief, Oil & Gas Section

FEB [redacted] 1995

WY-92-294-000
GRB [redacted]

[redacted] [redacted] [redacted]

AUG 0 2 1991

BOG LAND ADMIN.

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 15th day of November , 19 83 .

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

J. M. Oswald
Senior Vice President

10,000 Old Katy Road
(Assignee's Address)

Houston Texas 77055
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

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

NOTICE

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

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

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

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

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

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
This information is being collected pursuant to the law (43 CFR 3106–3(c)).
This information will be used to create a record of lease assignment.
Response to this request is required to obtain a benefit.

GPO 836 · 844

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of November, 1983.

MY COMMISSION EXPIRES:

Rebecca W. Yarbrough, Notary Public
in and for the State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared R. A. GRINSTEAD, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of BELCO PETROLEUM CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of November, 1983.

MY COMMISSION EXPIRES:

Rebecca W. Yarbrough, Notary Public
in and for the State of Texas

PLEASE RETURN TO:

BELCO DEVELOPMENT CORP.
P. O. BOX 4326
HOUSTON, TX 77210-4326

ATTN: LAND ADMINISTRATION

RELEASE OF LEASE

LEASE NO. 642956---

AMOCO PRODUCTION COMPANY, 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 1st day of August, 1991.

APPROVED
mav
cr GD

233981

AMOCO PRODUCTION CONPANY

RECORDED Aug 14 IN 91 10:00 AM
IN BOOK 87 O&G PAGE 585
FEES $8.00 Mary L. Lockford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

By: G.W. Chipman
Attorney-In-Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 1st day of August, 1991, 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 1st day of August, 1991.

My commission expires April 9, 1995

Michaela Woodford
Notary Public



WHEN RECORDED RETURN TO: AMOCO PRODUCTION COMPANY
P.O. Box 800
Denver, Colorado 80201
Attn: Land Data

Expire per JUNE 1990 - 3/12/91 - mav

SUBLETTE, WY 585

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						
642956---	MILLEG, BILLIE C, ET UX	AMOCO PRODUCTION CO	1981-02-19	BK6166	PG 157	

FUL T29N-R114W SEC 24: E/2NE/4 T29N-R113W SEC 18 LOT 4, N/2SE/4,
SW/4SE/4, SE/4SW/4 SEC 19: LOT 1
LESS MADISON FORMATION ONLY, ASSIGNED

586

ASSIGNMENT OF LEASEHOLD INTERESTS

THIS ASSIGNMENT, dated August 5, 1991 is from DOLAR OIL PROPERTIES, a Sole Proprietorship, 9035 South 700 East, Suite 100A, Sandy, Utah 84070, ("Assignor") to R. K. O'CONNELL, P.O. Box 2003, Casper, Wyoming, 82602, ("Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, sells and assigns to Assignee all right, title and interest in, to, under and by virtue of the following oil and gas lease more particularly described on Exhibit "A" attached hereto and made a part hereof.

Assignor covenants that the Interests are free and clear of encumbrances arising by, through or under Assignor, except as indicated herein, but not otherwise, and Assignee shall have the right of full substitution and subordinate in and to any and all rights and actions of covenants or warranty that Assignor may have against any and all preceding owners and vendors of the Interests. Assignor herein hereby expressly excepts, reserves and retains title to an undivided one percent of eight-eighths (1% of 8/8ths) of all oil, gas and casinghead gas produced, saved and marketed from the lands described on the attached Exhibit "A" under the provisions of the aforesaid leases, or any extensions or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

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.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED to be effective for all purposes as of date above.

234035

RECORDED Aug. 16 '91 4:00 P.M.
IN BOOK 87 of G PAGE 587
FEES $8.00 Mary L. Lenkter COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

DOLAR OIL PROPERTIES

By: _____
Mark S. Dolar, Sole Proprietor

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

NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 5th day of August, 1991, by Mark S. Dolar, Sole Proprietor of Dolar Oil Properties, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires:

May 20, 1995

_____
Notary Public

DARLEEN J FRIETAS
NOTARY PUBLIC
STATE OF UTAH
[illegible]

EXHIBIT "A"

Lease Schedule attached to and made a part of that certain Assignment of Leasehold Interests dated August 5, 1991, from Dolar Oil Properties, Assignor, to R. K. O'Connell, Assignee.

LESSOR: James P. Walker and Evelyn Walker, husband and wife

LESSEE: DOLAR OIL PROPERTIES

LEASE DATED: May 2, 1991

RECORDING DATA: Book 87 O&G; Page 502, Recorded July 15, 1991.

DESCRIPTION:

Township 30 North, Range 114 West, 6th P.M.
Section 8: S/2NW/4, NW/4SE/4, NE/4SW/4

Containing 160.00 acres, more or less

Sublette County, State of Wyoming.

JDM rev.(11/89) 1 yr. term

[redacted] [redacted] [redacted]

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1.That Reubie B. Elder 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 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 30TH **day of** July **,19** 91

Reubie B. Elder

Reubie B. Elder S.S.#

459-72-5769

X Peggy Kline
(WITNESS)

234043

RECORDED:	August 19th	at	91 4:25 P M
IN BOOK:	87	PAGE:	589
FEES:	8.00		COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany A. Walker

589

590

SINGLE ACKNOWLEDGEMENT

STATE OF Wyoming
COUNTY OF SUBLETTE

This instrument was acknowledged before me on 30 July

19 91 by Reubie B. Elder

NOTARY SIGN HERE: [signature]
Notary Public, State of Texas
Notary's name printed below:
Gloria Saylor

GLORIA SAYLOR
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 22, 1993

My commission expires: 10-22-93

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ___ by REUBIE B. ELDER.

NOTARY SIGN HERE: _____
Notary Public, State of Texas
Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____.

NOTARY SIGN HERE: _____
Notary Public, State of Texas
Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ by _____ and _____.
husband and wife.

NOTARY SIGN HERE: _____
Notary Public, State of Texas
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

196

Form No. 4-1178 (July 1961) With acreage cha[illegible] 1 to 46,080

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

OFFICE STAMP

JAN 31 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. 59555
The following to be filled in by land office when new serial number is required:
New Serial No. _____

Office Cheyenne
Serial No. 025410
Date of Lease May 1st 1954

RECEIVED
JUL 22 1991
-IVRON-DENVER

Land [illegible]
Box 578 [illegible]

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 Morris Kline
(Name and address)

P. O. Box 974, Cheyenne, Wyoming

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

1. Lands affected by this assignment:

Township 26 North, Range 113 West, 6th P. M. Wyoming
Section 2, Let 1

Township 27 North, Range 112 West, 6th P. M. Wyoming
Section 30, Lots 1,2,5, & 6, and E½W½
Section 31, Lots 3,4,9, & 10, and E½W½, W½SE¼, SW¼NE¼

Located in Lincoln and Sublette Counties and containing 667.15 acres more or less.

$6.00

RECORDED July 31, 1991 AT 9A M.
IN BOOK 299PR PAGE 196 KEMMERER, WYO.
736041 ELIZABETH C WADE, CLERK

CERTIFIED
to be a true and comparative copy of the official records on file
JUL 17 1991
BUREAU OF LAND MANAGEMENT

2. Interest of assignor in such lands Eighty percent (80%)
3. Extent of such interest conveyed to assignee Eighty percent (80%)
4. Overriding royalty reserved herein to assignor Two percent (2%)
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved Morris Kline, Cheyenne, Wyo. One-half of one percent (½ of 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.

"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 26 day of June 19 56

WITNESS:

L. H. Spaulding

Elizabeth Ann Sunseri (Mrs.)
Elizabeth Ann Sunseri (Mrs)
(Assignor's signature)

1366 So. Mansfield Ave., Los Angeles, Calif.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this 28th day of January 19 56

WITNESSES:

Leah L. Keck
(Name and address)
Cheyenne Wyoming

(Name and address)

MORRIS KLINE
Morris Kline
(Assignee's signature)

Box 974
(Address)
Cheyenne Wyoming

FEB 1 1956

Assignment approved effective _____

THE UNITED STATES OF AMERICA.

By _____
(Signing officer)

_____ Supervisor, Land Office

234046
RECORDED Aug. 20 19 91 8:30 AM
IN BOOK 87 O&G PAGE 591
FEES 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Lily

0050281-000
GRB 74-31

19

591

592

RMRLD71-2 - PEOC
SUBLETTE COUNTY, WYOMING

ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

THIS ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE (hereinafter the "Assignment"), dated effective 7:00 o'clock A.M. local (Mountain) time on April 1, 1991 (hereinafter the "Effective Date") made by **MARATHON OIL COMPANY**, an Ohio corporation, with offices at 5555 San Felipe, Houston, Texas 77056 (hereinafter called "Assignor"), successor by merger to TXO Production Corp., and **PACIFIC ENTERPRISES OIL COMPANY (USA)**, a California corporation, whose address is 1700 Pacific Avenue, Suite 1200, Dallas, Texas 75201-4697 (hereinafter called "Assignee").

WITNESSETH:

Assignor, for and in consideration of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to the exceptions, reservations and provisions set forth below, by these presents does sell, convey, assign and transfer unto Assignee, the following (hereinafter collectively the "Assets"):

All present right, title and interest of Assignor, if any, in, to and under the oil and gas leases (hereinafter the "Leases") described at Part I of Exhibit "A," attached hereto and made a part hereof (including, but not limited to, all leasehold or working interest rights, overriding royalty interests, net profits interests, lessors' royalty interests and reversionary rights therein, held by Assignor as of Assignor's execution of this Assignment), INSOFAR AND ONLY INSOFAR as the Leases cover the lands (hereinafter the "Lease Lands") described at Part I of Exhibit "A" (hereinafter such right, title and interest in the Leases as to the Lease Lands shall be referred to as the "Subject Interests"); TOGETHER WITH all of the following, INSOFAR AND ONLY INSOFAR as they are attributable to and affect the Subject Interests:

A. Assignor's corresponding right, title and interest in, to and under or derived from all presently existing and effective pooling, unitization and communitization agreements, declarations, designations and orders, whether recorded or unrecorded and whether or not described or referred to at Part II of Exhibit "A" (hereinafter the "Pooled Interests"); and

234124

RECORDED Aug. 26 19 91 12:30 P M
IN BOOK 87 O & G PAGE 592
FEES $3.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Marilyn

B. Assignor's corresponding right, title and interest, if any, in, to and under or derived from all presently effective operating agreements, oil and gas sales, purchase, exchange and processing contracts and agreements, area of mutual interest agreements, farmin and farmout agreements, and all other presently effective contracts, agreements and instruments, whether or not described or referred to at Part II of Exhibit "A" (except insurance contracts and bonds held by Assignor or by its parent corporation for Assignor's benefit), insofar as they relate to the exploration for and the production, processing or marketing of oil, gas and/or other minerals from the Subject Interests and Pooled Interests; and

C. Assignor's corresponding right, title and interest, if any, in and to all personal property, fixtures, structures, easements, permits, licenses, servitudes and rights-of-way of every character now (i.e., the date of Assignor's execution of this Assignment) situated upon, or appurtenant to, and used or held for use in connection with the exploration, development or operation of the Subject Interests and Pooled Interests, including, without limitation, all oil and gas wells located (as of the date of Assignor's execution of this Assignment) on the Lease Lands or lands presently pooled, communitized or unitized therewith, salt water disposal wells, water supply wells, injection wells, tanks, boilers, treaters, heaters, separators, pipelines, flowlines, waterlines, powerlines, telephone and telegraph lines, buildings, roads and other equipment, fixtures and appurtenances.

1. Assignor RESERVES AND EXCEPTS unto itself, and its successors and assigns, from this Assignment, all rights and privileges under any of the Leases, in which Assignor retains a working interest as to lands covered thereby other than the Lease Lands, needed by Assignor to enjoy such retained working interest(s), including, but not limited to, the rights and privileges to use and occupy the surface of the Lease Lands described at Exhibit "A" hereto, and a corresponding right, title and interest in and under any and all contracts, agreements and other instruments described in clause "B," above, as they relate to any such retained working interest.

2. Assignor reserves and excepts unto itself, and its successors and assigns, from this Assignment, a simultaneous right, title and interest in the following, insofar as they correspond to and relate to any interest(s) (including, but not limited to, a working interest, overriding royalty, net profits interest, carried working interest or lessor's royalty interest) in an oil and gas lease(s) (including, but not limited to, the "Leases") or oil and gas mineral rights being retained by Assignor

covering lands other than the "Lease Lands": the pooling, communitization, and unit agreements, declarations, designations or orders described and referred to in clause "A," above; the contracts, agreements and other instruments described or referred to in clauses "B" and "C," above; and all personal property, fixtures and structures described or referred to in clause "C," above.

3. Assignor RESERVES AND EXCEPTS unto itself, and its successors and assigns, from this Assignment, the continuing right and option, at any time, and from time to time, for a period of twenty-one (21) years from the Effective Date hereof, to purchase the oil and/or liquid hydrocarbons (including condensate, distillate or other liquids recovered from the wellstream by normal lease/separation methods) produced and saved from or allocable to the Assets. The price to be paid therefor shall be the higher of the applicable market price or the "posted" price of Assignor, gravity adjusted, applicable thereto for the particular crude type. Transportation charges may be deducted where applicable. In the event MOC does not "post" for a particular crude type, the price will be based upon a mutually agreed-upon major company's posting. Assignor may terminate the purchase on three (3) months' notice. Assignee shall notify Assignor in advance of significant changes in the quantity or quality of the stream resulting from the development or other work in the Assets. For the purposes of this paragraph, notice can be given to:

Marathon Oil Company
Attention: Crude Oil Representative
One Park Central
1515 Arapahoe Street
Suite 1300
Denver, Colorado 80202

unless Assignor provides Assignee with prior written notice of a change of address. If Assignor's posted prices are significantly below other companies' posted prices in the area for similar crude for a period of thirty (30) days or more, Assignee may request a price increase. Such request must be in writing and outline reasons for such request. Assignor and Assignee will meet within ten (10) days of receipt of such request and attempt to agree upon a new price, which will apply retroactive to the date of the request. If Assignor is unwilling to pay the highest price paid by a substantial buyer, Assignee may terminate the sale to Assignor, effective the thirtieth (30th) day following the date of the request. This call on oil is subject to that certain Agreement for Preferential Right to Purchase Crude Oil, dated July 28, 1983, by and between Terra Resources, Inc. and Farmland Industries, Inc.

4. This Assignment is executed without any warranty of any kind, express or implied, as to the Assets, except that Assignor specially warrants and agrees to defend the title to the Subject Interests against the lawful claims and demands of all persons claiming the same, or any part thereof, by, through or under Assignor, but not otherwise, SUBJECT TO AND EXCEPTING from this special warranty all "Permitted Encumbrances," as defined below (hereinafter the special warranty, as limited by its exceptions and terms, shall be referred to as the "Special Warranty"); and, Assignee expressly agrees with Assignor that this Special Warranty shall expire and be of no further force or effect three (3) years from the Effective Date of this Assignment. Additionally, Assignee expressly agrees with Assignor that written notice from Assignee, setting forth with specificity any claims under the limited Special Warranty must be actually received by Assignor at the address hereinabove set forth prior to three (3) years from the Effective Date of this Agreement, or such claim shall be forever barred. Furthermore, Assignee expressly agrees with Assignor that in no event shall Assignor's liability under the Special Warranty as set forth herein ever exceed, for the Subject Interests (or any portion thereof) assigned and transferred by this Assignment, an amount equal to the part of the Purchase Price paid to Assignor for the portion(s) of the Subject Interests giving rise to Assignor's liability under the Special Warranty (which portion of the Purchase Price shall be determined pursuant to Section 11.10 and Exhibit "C" of that certain Purchase and Sale Agreement by and between Assignor, as seller, and Assignee, as purchaser, with an effective date of April 1, 1991, covering the sale of Assets, hereinafter the "Purchase and Sale Agreement"), less the net proceeds received by Assignee attributable to the affected portion(s) of the Subject Interests from the Effective Date of this Assignment; provided, however, that Assignor shall have no liability to Assignee under the Special Warranty set forth above for any claim under the Special Warranty which is based upon a "Title Defect" (as the phrase is defined in the Purchase and Sale Agreement), for which a downward adjustment in the "Purchase Price" (as the phrase is defined in the Purchase and Sale Agreement) was (or after Closing is) made pursuant to the Purchase and Sale Agreement, and where the affected portion(s) of the Subject Interests was assigned and transferred to Assignee pursuant to this Assignment, and Purchaser retains title to the Subject Interests.

Assignor and Assignee expressly agree and acknowledge the Special Warranty contained herein is solely personal in nature, given only to Assignee, and does not run with the land. The Special Warranty is unassignable, non-transferrable and not intended to nor shall it benefit any third party. Assignee expressly agrees with Assignor that the Special Warranty shall, by

its own terms, automatically terminate and be of no force and effect should Assignee assign, convey or transfer the Assets assigned hereunder.

5. For the purposes of this Assignment, the phrase "Permitted Encumbrances" shall include all of the following: lessors' royalties under the Leases which are attributable to or allocable to the Lease Lands; all valid and applicable governmental laws, rules, regulations, orders and ordinances; all matters needed to perfect or maintain title to the Subject Interests which, by agreement or practice, were to be performed by Assignee (which expressly includes Terra Resources, Inc., which merged into Assignee); all matters set forth at Part II of Exhibit "A," attached hereto and made a part hereof, and Part II of Exhibit "A" to the Purchase and Sale Agreement, insofar and only insofar as those matters affect Assignor's interest in the Assets and are still in force and effect; all liens for taxes due but not yet delinquent; any operator or co-working interest owner lien arising under any applicable operating agreement for operating expenses due but not yet delinquent or for which there is a good faith dispute; any recorded or unrecorded contract, agreement or instrument to which Assignee (including Terra Resources, Inc.) or Pacific Lighting Corporation, or both of them, is or was a party; any easement, license or surface use agreement, whether recorded or unrecorded; and, any matters which can be discovered through a physical inspection or survey of the Lease Lands.

6. Assignee expressly agrees with Assignor that if Assignor's percentage interest in any Lease (such as, but not limited to, working interest or overriding royalty interest) is described at Part I of Exhibit "A," such percentage of interest is expressed solely on a leasehold basis, without giving any effect to the percentage of minerals underlying the Lease Lands which are subject to the described Lease, and not taking into consideration any reduction in such interest due to a unit, pooling (including working interest pool) or communitization agreement, declaration, designation or order, and that any such interest stated at Part I of Exhibit "A" is only specially warranted as set forth in numbered paragraph 4, above, and that any percentage of interest stated may be further reduced by the matters set forth at Part II of Exhibit "A" to the Purchase and Sale Agreement, or the other exceptions to the Special Warranty stated above.

7. Assignee, by acceptance of this Assignment, hereby covenants and agrees to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Assignor relating to the Assets, arising as of the Effective Date or later arising, including, without limitation, the terms and conditions of all of the following: all

matters of record; all valid recorded and unrecorded operating, unit, pooling and communitization agreements; all lease terms; all valid recorded and unrecorded Lease burdens (including, but not limited to, landowners' royalties and overriding royalties burdening working interests assigned; all valid and applicable governmental laws, rules, regulations, orders and ordinances; all recorded and unrecorded valid preferential purchase rights and valid reassignment rights held by third parties; and all other recorded and unrecorded agreements, contracts, orders and instruments relating to the Assets, including, but not limited to, those described or referred to in this Assignment or at Part II of Exhibit "A" to the Purchase and Sale Agreement. Without limiting the generality of the foregoing, Assignee covenants and agrees, effective as of the Effective Date, to assume, perform and comply with all express or implied contractual, statutory and regulatory obligations, if any, binding upon Assignor to properly plug and abandon all wells (including, but not limited to, any temporarily abandoned wells) now or hereafter located on the Lease Lands (and relating to the Subject Interests) or leases and lands unitized, pooled, communitized or jointly operated therewith, and to remove all equipment and facilities and to restore the surface of the Lease Lands (insofar as they relate to the assigned Subject Interests) and of leases and lands unitized, pooled, communitized or jointly operated therewith. Furthermore, Assignee covenants and agrees, as of the Effective Date, to defend, indemnify and hold harmless Assignor, its parent, affiliate and subsidiary corporations, and Assignee's and their officers, directors and employees (hereinafter collectively and individually the "Indemnified Parties") from and against any and all claims, liabilities, penalties, costs, expenses (including, without limitation, court costs and reasonable attorney's fees), losses and damages (hereinafter collectively the "Claims") that are related to or attributable to the obligations assumed by Assignee herein, and the operations and activities contemplated by this numbered paragraph 7.

8. By acceptance of this Assignment, Assignee acknowledges that Assignee has relied solely on the basis of its own independent investigation of the Assets. Accordingly, Assignee agrees and hereby acknowledges that Assignor has not made, and ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO: (i) THE CONDITION OF THE ASSETS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMING TO MODELS OR SAMPLES OF MATERIALS AS TO ANY PERSONAL PROPERTY, FIXTURES OR STRUCTURES CONVEYED) AND (ii) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED

TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, RECOVERABILITY OR THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, PRESENT OR PAST PRODUCTION RATES, COMPLIANCE WITH LEASE TERMS, THE CONDITION OF ANY WELL, AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE DATE). By acceptance of this Assignment, Assignee covenants and represents that Assignee has inspected the Assets and accepts the same "AS IS" and "WHERE IS."

9. If the Subject Interests or Pooled Interests, or any portion thereof, is subject to a Gas Sales Agreement which is eligible for nomination under "good faith negotiation procedures" ("GFN") prescribed in FERC Order Nos. 451 et seq. (18 C.F.R. § 270.201), as such orders are in effect or may be hereafter amended, clarified or superseded at any time or from time to time, then in such event, Assignee and Assignor retain such rights as may exist to initiate or refrain from initiating GFN, provided that the exercise of such GFN rights by either Assignee or Assignor does not adversely affect the interests of the party hereto which did not initiate the GFN.

The foregoing provision shall bind the respective successors and assigns of Assignor and Assignee, and shall constitute covenants running with the land.

10. Separate assignments of the Assets may be executed on official approved governmental 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, conditions, rights, titles, powers and privileges set forth herein, as fully as though they were set forth in such assignment, but no more. The interests conveyed by such separate assignment(s) are the same, and not in addition to, the interests conveyed hereunder.

11. This Assignment, including the obligations and rights associated herewith, shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective heirs, successors and assigns, except as otherwise provided for herein.

12. This Assignment has been executed by Assignor and Assignee in two duplicate originals, but they shall constitute but one Assignment.

ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE
RMRLD71-2 - SUBLETTE COUNTY, WYOMING

Executed on the dates contained in the acknowledgments of this Assignment, to be effective for all purposes as of the Effective Date.

"ASSIGNOR"

MARATHON OIL COMPANY

APPROVED AS TO FORM

By _____
R. S. Keisler
Vice President, Domestic
Production, Continental U.S.

ATTEST:

_____
Assistant Secretary

(Corporate Seal)

THE ASSIGNMENT IS AGREED TO AND ACCEPTED BY:

"ASSIGNEE"

PACIFIC ENTERPRISES OIL COMPANY (USA)

By _____
C. L. Elsey
Vice President

ATTEST:

_____
Assistant Secretary

(Corporate Seal)

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ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE
RMRLD71-2 - SUBLETTE COUNTY, WYOMING

STATE OF TEXAS)
) SS. (Texas Form)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 25th day of July, 1991, by **R. S. Keisler**, Vice President, Domestic Production, Continental U.S., of **Marathon Oil Company**, an Ohio corporation, on behalf of said corporation.

Pamela C. Mays
Notary Public

My Commission Expires:

6-30-92

PAMELA C. MAYS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-30-92

STATE OF TEXAS)
) SS. (Wyoming Form)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by **R. S. Keisler**, Vice President, Domestic Production, Continental U.S., of **Marathon Oil Company**, a corporation, on behalf of said corporation, this 25th day of July, 1991.

Witness my hand and official seal.

Pamela C. Mays
Notary Public

My Commission Expires:

6-30-92

PAMELA C. MAYS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-30-92

ASSIGNMENT OF OIL AND GAS LEASES AND BILL OF SALE
RMRLD71-2 - SUBLETTE COUNTY, WYOMING

STATE OF TEXAS)
) SS. (Texas Form)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 25th day of July, 1991, by **C. L. Elsey**, Vice President of **Pacific Enterprises Oil Company (USA)**, a California corporation, on behalf of said corporation.

SHERI BASTIE
MY COMMISSION EXPIRES
April 5, 1995

Sheri Bastie
Notary Public

My Commission Expires:

4/5/95

STATE OF TEXAS)
) SS. (Wyoming Form)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by **C. L. Elsey**, Vice President of **Pacific Enterprises Oil Company (USA)**, a corporation, on behalf of said corporation, this 25th day of July, 1991.

Witness my hand and official seal.

SHERI BASTIE
MY COMMISS ON EXPIRES
April 5, 1995

Sheri Bastie
Notary Public

My Commission Expires:

4/5/95

601

EXHIBIT "A"

Attached to and made a part of that certain
Assignment of Oil and Gas Leases and Bill of Sale
dated effective April 1, 1991, by and between
MARATHON OIL COMPANY ("MOC"), as Assignor, and PACIFIC ENTERPRISES OIL COMPANY (USA) ("PEOC"), as Assignee.

PART I Lease Descriptions
Subpart A of Part I - Working Interests
BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING

ALL OF MARATHON OIL COMPANY'S ("MOC") RIGHT, TITLE AND INTEREST IN AND TO THE OIL AND GAS LEASES DESCRIBED AT THIS EXHIBIT "A", ONLY INSOFAR AS THEY COVER THE FOLLOWING DESCRIBED LANDS (ALL LOCATED IN SUBLETTE COUNTY, WYOMING). THE LEASES ARE SUBJECT TO (AND PURCHASER SHALL ASSUME MOC'S OBLIGATIONS UNDER) THE MATTERS SET FORTH AT PART II OF THIS EXHIBIT "A", WHICH MATTERS ARE NUMBERED TO CORRESPOND WITH THE NUMBERS SET FORTH IN THE FOOTNOTE COLUMN ACCOMPANYING THE LEASE DESCRIPTIONS. THE INFORMATION SET FORTH BELOW DOES NOT CONSTITUTE AND SHALL NOT BE INTERPRETED TO CONSTITUTE WARRANTIES OR COVENANTS OF TITLE. ALL RECORDING DATA SET FORTH BELOW REFERS TO THE OFFICIAL RECORDS OF SUBLETTE COUNTY, WYOMING.

TXO (MOC) File No. [Fed/St] Lease No.	Lessor	Lessee	Lease Dated (Effective)	Lease Lands Assigned	Instrument Recording Data (Book, Page, Date)	Leases Subject To Footnote Reference
TXO-431741-000 (WY-9489) (ST-72-28069)	State of Wyoming	Betty B. Shaffer	11/2/72	Insofar and only insofar as said lease covers: T27N-R111W Section 16: SW¼ (Phillips State #1-16 Spacing Unit) From the surface of the ground to the stratigraphic equivalent of 10,704 feet as drilled in the Phillips-State #1-16 Well, located in the SW¼ of Section 16, T27N-R111W, Sublette County, Wyoming; and T27N-R111W Sec. 16: SE¼ (Phillips-State #2-16 Spacing Unit) From the surface of the ground to the stratigraphic equivalent of 10,704 feet as drilled in the Phillips State #1-16 Well, located in the SW¼ of Section 16, T27N-R111W, Sublette County, Wyoming	Book 69 Page 266	1, 2

EXHIBIT "A"

PART I Lease Descriptions (continued)
BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING (continued)

TXO (MOC) File No. [Fed/St] Lease No.	Lessor	Lessee	Lease Dated (Effective)	Lease Lands Assigned	Instrument Recording Data (Book, Page, Date)	Leases Subject To Footnote Reference
TXO-513727-000 (WY-9736) [W-54137]	United States of America	Melvin Meester	4/1/76	Insofar and only insofar as it covers: T27N-R111W Section 21: NW¼ T27N-R111W Section 21: NE¼,SW¼ Sublette County, Wyoming		

377

EXHIBIT "A"
Attached to and made a part of that certain
Assignment of Oil and Gas Leases and Bill of Sale
dated effective April 1, 1991, by and between
MARATHON OIL COMPANY ("MOC"), as Assignor, and PACIFIC ENTERPRISES OIL COMPANY (USA) ("PEOC"), as Assignee.

PART II

FOOTNOTES TO PART I OF EXHIBIT "A"

As more specifically noted by the numbers set forth in the footnote column appearing in Part I of Exhibit "A" above, the oil and gas leases therein described are subject to the following correspondingly numbered items.

BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING

1. That certain Farmout Agreement dated September 5, 1985, between Phillips Petroleum Company and Terra Resources, Inc., with attached Operating Agreement as Exhibit "3".

2. That certain Operating Agreement dated May 8, 1985, between Terra Resources, Inc., Operator, and TXO Production Corp. and Stovall Oil Co., non-operators, as amended.

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-103176

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite [redacted] 2001
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 19: Lots 1(39.58), 2(39.66), 3(39.74), 4(39.82), E2SW4, NE4SE4, S2SE4 Section 20: NW4, NW4SE4 Section 28: N2 Section 29: All Section 30: N2NE4, SW4NE4, SE4 Containing 1,798.80 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING. Subject to the terms and conditions of that certain letter agreement dated September 11, 1989, by and among EM Nominee Partnership Company and Concise Oil and Gas Partnership and Morenergy Exploration Company.	18.33333	9.16667	9.16667 234130	-0-	5% of 8/8 and 1.6667% of 8/8 and 18% of 18.33333% net profits interest

RECORDED Aug 26 AD 91 3:45 PM
IN BOOK 87 O&G PAGE 605
FEES 8.00 Pkg 6.00 Ltr Ford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mona Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

6666

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of June, 1990, by Cathleen M. Osborn as Vice President of Quinoco Energy, Inc., a Delaware corporation and General Partner of EM Nominee Partnership Company.

Witness my hand and official seal.

My Commission Expires: 12/15/93

Debra K. Rogers
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 4th day of June, 1990

Name of Transferor EM Nominee Partnership Company
Please type or print

BY: Quinoco Energy, Inc., General Partner
(Signature)
or BY: Cathleen M. Osborn, (Signature) Vice President

4582 S. Ulster Parkway, Suite 1700
(Transferor's Address)

Denver, CO 80237
(City) (State) (Zip Code)

Executed this 28th day of Sept, 1990

Apex Energy Company

Transferee

or Brent J. Morse, (Signature) Vice-President
Attorney-in-fact

Attest:
(Signature)

By: Barbara Tucker
Barbara Tucker, Secretary

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

Form 3000-3a
(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-103176

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite ~~8100~~ 2-001
   City, State, ZIP Code Denver, CO 80202

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 19: Lots 1(39.58), 2(39.66), 3(39.74), 4(39.82), E2SW4, NE4SE4, S2SE4 Section 20: NW4, NW4SE4 Section 28: N2 Section 29: All Section 30: N2NE4, SW4NE4, SE4 Containing 1,798.80 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING. Subject to the terms and conditions of that certain letter agreement dated June 16, 1989, by and between Sherman H. Norton, Jr., and Morenergy Exploration Company.	3.33333	1.666665	1.666665	.8333% of 3.33333% of 8/8	5% of 8/8 and 1.6667% of 8/8

234131

RECORDED Aug 26 1991 3:45 PM
IN BOOK 87 O&G PAGE 607
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Jean Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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 Texas)
) ss.
COUNTY OF Lubbock)

On this 1st day of June, 1990, before me personally appeared Sherman H. Norton, 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 1st day of June, 1990.

My Commission expires:

PAT FARRELL
Notary Public, State of Texas
My Commission Expires 4-8-92

Pat Farrell
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located. (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1st day of June, 19 90

Name of Transferor Sherman H. Norton
Please type or print

Transferor Sherman H. Norton
or (Signature)
Attorney-in-fact
(Signature)

Lubbock National Bank Building, Suite 606
(Transferor's Address)

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

Executed this 28th day of Sept, 19 90

Apex Energy Company

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

By: Barbara Tucker
Barbara Tucker, Secretary

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

Form 3000-3a
(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-103176

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite [redacted] 2001
   City, State, ZIP Code Denver, CO 80202

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 19: Lots 1(39.58), 2(39.66), 3(39.74), 4(39.82), E2SW4, NE4SE4, S2SE4 Section 20: NW4, NW4SE4 Section 28: N2 Section 29: All Section 30: N2NE4, SW4NE4, SE4 Containing 1,798.80 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING. Subject to the terms and conditions of that certain letter agreement dated June 14, 1989, by and between John J. Christmann and Morenergy Exploration Company.	10.00	5.00	5.00	.8333% of 10.00% of 8/8	5% of 8/8 and 1.6667% of 8/8

234132

RECORDED Aug. 26 1991 3:45 PM
IN BOOK 87 of G PAGE 609
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

610

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

On this 1st day of June, 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 seal this 1st day of June, 1990.

My Commission expires: 5/11/91

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1st day of June, 1990

Name of Transferor John J. Christmann
Please type or print

Transferor John J. Christmann
(Signature)
or
Attorney-in-fact
(Signature)

1500 Broadway, Suite 800
(Transferor's Address)

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

Executed this 28 day of Sept, 1990

Apex Energy Company

Transferee
(Signature)
or Brent Wynne, Vice-President
Attorney-in-fact
(Signature)

Attest: Secretary

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

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-103176

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite ~~850~~ 2001
   City, State, ZIP Code Denver, CO 80202

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

This transfer is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease
Interest conveyed: *(Check one or both, as appropriate)* ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 19: Lots 1(39.58), 2(39.66), 3(39.74), 4(39.82), E2SW4, NE4SE4, S2SE4 Section 20: NW4, NW4SE4 Section 28: N2 Section 29: All Section 30: N2NE4, SW4NE4, SE4 Containing 1,798.80 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING. Subject to the terms and conditions of that certain letter agreement dated July 14, 1989, as amended by letter dated August 3, 1989, by and between Wolverine Exploration Company and Morcenergy Exploration Company.	15.00	7.50	7.50	.8333% of 15% of 8/8ths	5% of 8/8ths and 1.6667% of 8/8ths

234133

RECORDED Aug 26 1991 3:45 P M
IN BOOK 87 O&G PAGE 611
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Jean Lilly

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

611

STATE OF Texas)
) ss.
COUNTY OF Tarrany)

The foregoing instrument was acknowledged before me this 13th day of July, 1990, by Glenn A. Adams as Attorney-in-Fact for Wolverine Exploration Company.

WITNESS my hand and official seal.

LELA LENNING
Notary Public State of Texas
My Commission Expires Jan. 9, 1993

Lela Lenning
Notary Public

My Commission Expires:
1-9-93

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 13th day of July, 19 90

Name of Transferor Wolverine Exploration Company
Please type or print

Attorney-in-fact (Signature)

Glenn A. Adams
518 17th Street, Suite 1200
(Transferor's Address)

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

Executed this 28 day of Sept, 19 90

Apex Energy Company

Transferee

or Barbara Nurse, Vice-President (Signature)

Attorney-in-fact

(Signature)

Barbara Nurse, Secretary

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

Form 3000-3a
(June 1985)

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-72869

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
Street 410 17th Street, Suite ~~800~~ 2001
City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 11: N½ Containing 160.00 acres, more or less. Sublette County, Wyoming LIMITED FROM THE SURFACE TO 100 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF TOTAL DEPTH (BEING 4,150') IN THE PRIMA SCU #22-41 WELL LOCATED IN THE NE¼ SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING.	15.00	7.50	7.50	-0-	5% out of 100% and 2.5% out of 50%

234134

RECORDED Aug. 26 19 91 3:43 PM
IN BOOK 87 Q G PAGE 613
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Fran Lilly

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

613

...additional grantees 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 June 14, 1989, by and between John J. Christmann and Morenergy Exploration Company.

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

On this 1st day of June, 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 seal this 1st day of June, 1990.

My Commission expires: 5/11/91

Notary Public

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

Executed this 1st day of June, 19 90

Name of Transferor JOHN J. CHRISTMANN
Please type or print

Transferor
or
Attorney-in-fact

1500 Broadway, Suite 800
(Transferor's Address)

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

Executed this 28 day of Sept, 19 90

APEX ENERGY COMPANY

Transferee
or
Attorney-in-fact

(Signature) Vice-President

(Signature) Barbara Tucker, Secretary

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

Form 3000-3a
(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-72869

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite ~~810~~ 2001
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 11: N½ Containing 160.00 acres, more or less. Sublette County, Wyoming	5.00	2.50	2.50	-0-	5% out of 100% and 2.5% out of 50%

LIMITED FROM THE SURFACE TO 100 FEET BELOW THE STRATIGRAPHIC EQUIVALENT OF TOTAL DEPTH (BEING 4,150') IN THE PRIMA SCU #22-41 WELL LOCATED IN THE NE4 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING.

234135

RECORDED Aug 26 1991 3:45 PM
IN BOOK 87 O&G PAGE 615
FEES $8.00 Mary L Lenhart COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Ley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

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

Subject to the terms and conditions of that certain letter agreement dated June 16, 1989, by and between Sherman H. Norton and Morenergy Exploration Company.

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

On this 23rd day of March, 1990, before me personally appeared Sherman H. Norton, 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 23rd day of March 1990.

My Commission expires: _____

PAT FARRELL
Notary Public State of Texas
My Commission Expires 4-9-92

Pat Farrell
Notary Public

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 23rd day of March, 1990

Name of Transferor SHERMAN H. NORTON
Please type or print

Transferor Sherman H. Norton
(Signature)

or

Attorney-in-fact _____
(Signature)

Lubbock National Bank Building, Suite 606
(Transferor's Address)

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

Executed this 28th day of Sept, 1990

APEX ENERGY COMPANY

Transferee

J. Morse (Signature) Vice-President

(Signature)

Barbara Tucker, Secretary

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

Form 3000-3a
(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-69874

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite [redacted] 2401
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 31: E2NE4, NE4SE4 Containing 120.00 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING. Subject to the terms and conditions of that certain letter agreement dated June 14, 1989, by and between John J. Christmann and Morenergy Exploration Company.	10.00	5.00	5.00 234136	.8333% of 10.00% of 8/8	5% of 8/8 and 1.6667% of 8/8

RECORDED Aug. 26 1991 3:45 PM
IN BOOK 87 O&G PAGE 617
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Pam Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

$5.00

(cm)

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 Texas)
) ss.
COUNTY OF Lubbock)

On this 1st day of June, 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 seal this 1st day of June, 1990.

My Commission expires: 5/11/91

Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1st day of June, 1990

Name of Transferor John J. Christmann
Please type or print

Transferor John J. Christmann
(Signature)
or
Attorney-in-fact
(Signature)

1500 Broadway, Suite 800
(Transferor's Address)

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

Executed this 28 day of Sept, 1990

Apex Energy Company

Transferee
or Brent D. Morse, President
Attorney-in-fact
Attest:

By: Barbara
Barbara Tucker, Secretary

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

Form 3000-3a
(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-69874

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite ~~850~~ 2001
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 31: E2NE4, NE4SE4 Containing 120.00 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING. Subject to the terms and conditions of that certain letter agreement dated September 11, 1989, by and among EM Nominee Partnership Company and Concise Oil and Gas Partnership and Morenergy Exploration Company.	18.33333	9.16667	9.16667	-0-	5% of 8/8 and 1.6667% of 8/8 and 18% of 18.33333% net profits interest

234137

RECORDED Aug. 26 19 91 3:45 PM
IN BOOK 87 096 PAGE 619
FEES 8.00 Mary L. Lufkin 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 _____

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of June, 1990, by Cathleen M. Osborn as Vice President of Quinoco Energy, Inc., a Delaware corporation and General Partner of EM Nominee Partnership Company.

WITNESS my hand and official seal.

My Commission Expires: 6/98

Debra K. Rogers
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts. (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 4th day of June, 1990

Name of Transferor EM Nominee Partnership Company
Please type or print

BY: Quinoco Energy, Inc., General Partner
(Signature)

or BY: Cathleen M. Osborn
Cathleen M. Osborn, (Signature) Vice President

4582 S. Ulster Parkway, Suite 1700
(Transferor's Address)

Denver, CO 80237
(City) (State) (Zip Code)

Executed this 24th day of Sept, 1990

Apex Energy Company

Transferee

or Brent J. Morse, N.Y. (Signature) Vice-President
Attorney-in-fact

Attest:
(Signature)

By:
Bar[illegible]

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

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-69874

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite [redacted] 2001
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

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.

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 30 North, Range 114 West, 6th P.M. Section 31: E2NE4, NE4SE4 Containing 120.00 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING. Subject to the terms and conditions of that certain letter agreement dated June 16, 1989, by and between Sherman H. Norton, Jr., and Morenergy Exploration Company.	3.33333	1.666665	1.666665	.8333% of 3.33333% of 8/8	5% of 8/8 and 1.6667% of 8/8

234138

RECORDED Aug 26 1991 3:45 PM
IN BOOK 87 O&G PAGE 621
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By: Mary Kay

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

On this 1st day of June, 1990, before me personally appeared Sherman H. Norton, 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 1st day of June, 1990

My Commission expires:

PAT FARRELL
Notary Public, State of Texas
My Commission Expires 4-9-93

Pat Farrell
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located. (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1st day of JUNE, 19 90

Name of Transferor Sherman H. Norton
Please type or print

Transferor Sherman H. Norton
(Signature)

or

Attorney-in-fact
(Signature)

Lubbock National Bank Building, Suite 606
(Transferor's Address)

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

Executed this 28 day of Sept, 19 90

Apex Energy Company

Transferee
(Signature) Vice-President

(Signature)

Barbara Tucker, Secretary

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

Form 3C.Y-3e
(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-69873

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite ~~800~~ 2001
   City, State, ZIP Code Denver, CO 80202

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

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

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

2 This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 5: W2SW4 Section 7: Lots 3(38.93), 4(39.03), NE4, S2SE4 Section 8: NE4, N2NW4, W2SW4, SE4SW4, SW4SE4 Section 17: N2, SE4 Section 18: Lots 1(39.14), 2(39.25), 3(39.37), 4(39.48), E2, E2W2 Section 19: N2NE4, SE4NE4, E2NW4 Section 20: NE4, NE4SE4 Containing 2,315.20 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING.	30.00	15.00	15.00	-0-	10.00

234139

RECORDED Aug. 26 IN 91 3:45 PM
IN BOOK 87 of G PAGE 623
FEES 8.00 Mary L. Lou Kfuel COUNTY CLERK
SUBLETTE COUNTY CLERK
by: Joan Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

12-2-91

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

624

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 June 14, 1989, by and between John J. Christmann and Morenergy Exploration Company.

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

On this 1st day of June, 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 seal this 1st day of June, 1990.

My Commission expires: 5/10/91

Notary Public

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

Executed this 1st day of June, 1990

Name of Transferor JOHN J. CHRISTMANN
Please type or print

Transferor John J. Christmann
(Signature)

or

Attorney-in-fact
(Signature)

1500 Broadway, Suite 800
(Transferor's Address)

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

Executed this day of , 1990

APEX ENERGY COMPANY

Transferee
(Signature)

J. Morse (Signature) Vice-President

Margaret Tucker, Secretary

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

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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-69873

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite ~~800~~ 2001
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 5: W2SW4 Section 7: Lots 3(38.93), 4(39.03), NE4, S2SE4 Section 8: NE4, N2NW4, W2SW4, SE4SW4, SW4SE4 Section 17: N2, SE4 Section 18: Lots 1(39.14), 2(39.25), 3(39.37), 4(39.48), E2, E2W2 Section 19: N2NE4, SE4NE4, E2NW4 Section 20: NE4, NE4SE4 Containing 2,315.20 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING.	10.00	5.00	5.00	-0-	10.00

234140

RECORDED Aug. 25 1987 3:45 PM
IN BOOK 87 OG PAGE 625
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By Mary Riley

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

6226

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 June 16, 1989, by and between Sherman H. Norton, Jr., and Morenergy Exploration Company.

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

On this 23rd day of March 1990, before me personally appeared Sherman H. Norton, Jr., 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 23rd day of March 1990..

My Commission expires:

PAT FARRELL
Notary Public, State of Texas
My Commission Expires 4-6-93

Pat Farrell
Notary Public

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 23rd day of March, 19 90

Name of Transferor SHERMAN H. NORTON, JR.
Please type or print

Transferor Sherman H. Norton
or (Signature)
Attorney-in-fact
(Signature)

Lubbock National Bank Building, Suite 606
(Transferor's Address)

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

Executed this 28th day of Sept, 19 90

APEX ENERGY COMPANY

Transferee
or (Signature) Vice-President
Attorney-in-fact
(Signature)

Attest: Tucker, Secretary

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

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-36438

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Apex Energy Company
   Street 410 17th Street, Suite [redacted] 2001
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TRACT I: Township 30 North, Range 114 West, 6th P.M. Section 33: N2N2	1.00	0.50	0.50	-0-**	10.25% of 8/8 and 3% of 10%
TRACT II: Township 30 North, Range 114 West, 6th P.M. Section 34: SW4NE4, W2NW4, SE4NW4, E2SW4, W2SE4 Containing 480.00 acres, more or less Sublette County, Wyoming LIMITED 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 SEC. 22, T30N-R114W, SUBLETTE COUNTY, WYOMING.	0.50	0.25	0.25	.5%*	4% of 8/8 and 3% of 5%

*This ORR is subject to proportionat reduction to Assignor's interest 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 234141.

RECORDED Aug 26 19 91 3:45 PM
IN BOOK 87 O&G PAGE 627
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY CLERK
By [illegible]

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

627

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 June 16, 1989, by and between Norton Drilling Company and Morenergy Exploration Company. Per the terms of said Agreement, Assignor agreed to deliver to Assignee an 80% net revenue interest in subject lease and lands, except in those cases where existing total burdens already exceed 20%.

***This overriding royalty interest is subject to a Farmout Agreement between Skyline Oil Company and American Quasar Petroleum Co. et al dated September 25, 1981, which provides for an optional back-in after payout. Should payout occur and the option be exercised, this ORR shall be reduced by one-half (1/2).

STATE OF Texas)
) ss.
COUNTY OF Lubbock)

On this 23rd day of March, 1990, before me personally appeared Sherman H. Norton, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Norton Drilling Company and that the foregoing instrument was signed on behalf of said company, and said Sherman H. Norton, Jr. acknowledged said instrument to be the free act and deed of said company.

WITNESS my hand and seal this 23rd day of March, 1990.

My Commission Expires:

NOTARY PUBLIC STATE OF TEXAS
PAT FARRELL
Notary Public, State of Texas
My Commission Expires 4-9-93

Pat Farrell
Notary Public

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 23rd day of March, 1990

Name of Transferor Norton Drilling Company
Please type or print

Transferor Sherman H. Norton
(Signature)
or
Attorney-in-fact
(Signature)

Lubbock National Bank Bldg., Suite 606
(Transferor's Address)

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

Executed this 28 day of March, 1990

Apex Energy Company

Transferee
or Brent J. Morse, (Signature) President
Attorney-in-fact

Attest:

By: Barbara
Barbara

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.

Mesa

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF § WYOMING

COUNTY OF § SUBLETTE

Return to:EBCO U.S.A., Inc.
P.O. Box 22177
Oklahoma City, OK 73123

ATLANTIC RICHFIELD COMPANY, a Delaware Corporation, hereinafter called Assignor, for sufficient consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey to Mark J. Mourne D/B/A Mourne Oil Company a _____ with a mailing address at 1500 Fourmile Lane, Canon City, Colorado 81212 hereinafter referred to as Assignee, ALL of Assignor's right, title and interest in and to the overriding royalty interest described on Exhibit "A" attached hereto and made a part hereof.

To have and to hold unto Assignee, his heirs, successors and assigns, forever.

This Assignment is made without warranty of title either express or implied.

By executing this Assignment of Overriding Royalty, Assignee acknowledges that Assignee is capable of evaluating the merits and risks of investments in the Overriding Royalty assigned hereby. Assignee also represents that Assignee is making the investment in the overriding royalty assigned hereby for Assignee's own account and not with a view to the distribution or sale thereof, and that Assignee is acting solely for Assignee's own account in evaluating the overriding royalty assigned hereby

This instrument is executed as of the respective dates indicated in the acknowledgements of the signatory parties hereto but effective for all purposes as of August 1, 1991 at 7:00 a.m. in the time zone in which the property is located.

234158

RECORDED Aug. 27 1991 1:50 P M
IN BOOK 87 of G PAGE 629
FEES $13.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Mari Riley

ATLANTIC RICHFIELD COMPANY

By: _____
Douglas L. Logan
Attorney-in-Fact

ASSIGNOR

By: _____
Title: _____

ASSIGNEE

629

231.99
131/

STATE OF TEXAS)(
)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me on this 8th day of August 1991, by Douglas L. Logan, as Attorney-in-Fact of ATLANTIC RICHFIELD COMPANY, Delaware Corporation, on behalf of said corporation.
at 7:00 a.m. in the time zone in which the property is located (herein referred to as the "Effective Date).

MAX WALKER
Notary Public
STATE OF TEXAS
My Comm. Exp SEPT 6, 1993

Max Walker
[Print name] MAX Walker

Notary Public in and for the State of Texas

Commission Expires: 9-6-93

STATE OF_____)(
)(
COUNTY OF_____)(

This instrument was acknowledged before me on this_____day of _____ 1991, by_____as_____of _____a_____corporation, on behalf of said corporation.

_____

[Print name]

Notary Public in and for the State of

_____

Commission Expires:_____

STATE OF Texas)(
)(Individual
COUNTY OF Dallas)(

Before me, the undersigned authority, on this day personally appeared Mark J. Mourne
known to me to be the identical person__ whose name___are/is subscribed to the foregoing instrume and acknowledged to me that __he__ executed the same for the purposes and consideration there expressed.

Given under my hand and seal of office this the 8th day of August A.D. 1991.

Max Walker
MAX Walker
Notary Public in and for the State of Texas

[Print name]

MAX WALKER
Notary Public
STATE OF TEXAS
My Comm. Exp SEPT 6, 1993

Commission Expires: 9-6-93

EXHIBIT "A"
Lease Description

Attached To and Made a Part of that certain Assignment of Overriding Royalty and Bill of Sale by and between Atlantic Richfield Company, as Assignor, and Mark J. Mourne D/B/A Mourne Oil Company as Assignee, dated effective August 1, 1991.

PROPERTY NAME:	Mesa ORRI (undeveloped)
ARCO LEASE NO(S):	49-035-002107-000
LESSOR:	USA (W-016167)
LESSEE:	H. E. Harrington
DATE OF LEASE:	July 1, 1952
RECORDING DATA:	Not recorded
DESCRIPTION:	An overriding royalty equal to 4.125% of the market value at the wells as produced of all the oil and gas and other hydrocarbon substances which may be produced and saved from the following described lands: T-33-N, R-109-W Section 19: Lots 1, 2, 3, 4, E/2 W/2 Section 27: SW/4, SW/4 NW/4, SW/4 SE/4 Section 30: W/2 NE/4, SE/4 NE/4, NW/4, S/2 Section 31: All Section 34: E/2 E/2 Section 35: SW/4, SW/4 NW/4 T-32-N, R-109-W Section 3: Lot 4, SW/4 NW/4, W/2 SW/4, SE/4 SW/4 Sublette County, Wyoming
ARCO LEASE NO(S):	49-035-002068-000
LESSOR:	USA (W-015315)
LESSEE:	Mary Alice Guenzel
DATE OF LEASE:	May 6, 1952
RECORDING DATA:	Not recorded
DESCRIPTION:	An overriding royalty equal to 3.125% of the market value at the wells as produced of all the oil and gas and other hydrocarbon substances which may be produced and saved from the following described lands: T-32-N, R-109-W Section 7: Lots 2, 5, 7, 8, 11 & 12 Section 18: E/2 Section 19: E/2 Section 20: All Section 21: W/2 Section 29: W/2 T-33-N, R-109-W Section 32: W/2 Sublette County, Wyoming

ARCO LEASE NO(S):	49-035-002093-000
LESSOR:	USA (W-015317)
LESSEE:	R. L. Manning
DATE OF LEASE:	June 1, 1952
RECORDING DATA:	Not recorded
DESCRIPTION:	An overriding royalty equal to 3.125% of the market value at the wells as produced of all the oil and gas and other hydrocarbon substances which may be produced and saved from the following described lands: T-32-N, R-109-W Section 4: Lots 3 & 4, & SW/4 Section 9: N/2, N/2 SW/4, N/2 SE/4 & SE/4 SE/4 Section 15: W/2 Section 21: NE/4 Section 22: N/2 T-33-N, R-109-W Section 34: W/2 E/2 & E/2 W/2 Sublette County, Wyoming

ARCO LEASE NO(S):	49-035-002173-000
LESSOR:	USA (W-08589)
LESSEE:	Jean Harmon
DATE OF LEASE:	October 1, 1951
RECORDING DATA:	Not recorded
DESCRIPTION:	An overriding royalty equal to 3.125% of the market value at the wells as produced of all the oil and gas and other hydrocarbon substances which may be produced and saved from the following described lands: T-32-N, R-109-W Section 5: Lots 1 through 4, N/2 SW/4, SE/4 SW/4 & SE/4 Section 6: Lots 1 through 7, 9 & 10 & N/2 SE/4 Section 7: S/2 SE/4 Section 8: E/2 NW/4, NE/4 SW/4, S/2 SW/4 & E/2 Section 17: W/2, W/2 E/2, NE/4 NE/4 & SE/4 SE/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

ARCO LEASE NO(S): 49-035-002175-000

LESSOR: USA (W-08592)

LESSEE: Gwen Keif

DATE OF LEASE: October 1, 1951

RECORDING DATA: Not recorded

DESCRIPTION: An overriding royalty equal to 3.125% of the market value at the wells as produced of all the oil and gas and other hydrocarbon substances which may be produced and saved from the following described lands:

T-33-N, R-109-W
Section 21: S/2 S/2
Section 28: All
Section 29: S/2 N/2 & S/2
Section 32: E/2
Section 33: All
Section 34: W/2 W/2
Sublette County, Wyoming

ARCO LEASE NO(S): 49-035-002177-000

LESSOR: USA (W-08593)

LESSEE: Gwen Keif

DATE OF LEASE: October 1, 1951

RECORDING DATA: Not recorded

DESCRIPTION: An overriding royalty equal to 3.125% of the market value at the wells as produced of all the oil and gas and other hydrocarbon substances which may be produced and saved from the following described lands:

T-33-N, R-109-W
Section 17: S/2 NE/4, W/2, SE/4
Section 18: Lots 1, 2, 3, 4, E/2 W/2, E/2
Section 19: W/2 E/2
Section 21: W/2 NE/4, NW/4, N/2 S/2
Sublette County, Wyoming

634

062-0267
Producers 88 - Revised
Wyoming (P. (U)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 8th day of July 19 91 by and between
JAY B. DOWNS AND REBECCA SUE DOWNS, husband and wife,

of P. O. Box 516, BIG PINEY, WYOMING 83113 hereinafter called lessor (whether one or more), and
Exxon Corporation, P. O. Box 2305 Houston, Texas 77252 hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 30 North - Range 112W, 6th p.m.
Section 20: E/2SE/4
Section 21: NW/4NE/4, S/2NE/4, W/2, SE/4
Section 28: N/2NE/4, W/2, SE/4

234160

RECORDED Aug. 27 19 91 3:00 P M
IN BOOK 87 O&G PAGE 634
FEES $8.00 Mary L. Lee Kost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Ray

of Section Township Range, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1240.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil, one-eighth (1/8th) of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth (1/8th) of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be one-eighth (1/8th) of the amount realized by lessee from such sale. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf), on or before such date, shall pay or tender to lessor, or lessor's credit in the Key Bank of Wyoming Bank at Big Piney, Wyoming (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of One hundred thirty two and 86/100---------- DOLLARS ($ 132.86), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, rateably according to the surface acreage of each, 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.

~~Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement, whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.~~

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive on production from the area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to lessor on production from the land covered by this lease which is included in the pooled area as the amount of the surface acreage included in the pooled area bears to the amount of the surface acreage covered by this lease which is placed in the pooled area bears to the amount of the surface

acreage of the addi[redacted]. Nothing herein contained shall authorize or effect any the[redacted]n of a producing well on the pooled area, shall be cons[redacted]urposes (except for of a well, the cond[redacted]ling operations, the completion of a well or of a dry hole, royalty purposes) th[redacted]aid well were located on, or such drilling operations were c[redacted]on, the lands covered by this lease whether or not such w[redacted]on, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

The parties hereto agree that without further agreement between the surface owner of the lands leased hereby and Lessee, the rights granted hereunder by Lessor to Lessee for the purposes of exploring by geophysical methods shall not include the right to enter onto any improved hay pastures on the surface of said lands for the purposes of conducting shot hole seismic activity.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Jay B. Downs

520-58-4967
Social Security Number

Rebecca Sue Downs

516-66-3788
Social Security Number

STATE OF Wyoming]
COUNTY OF Sublette] SS.

The foregoing instrument was acknowledged before me by Jay & Rebecca Downs this 17th day of July, 1991.
WITNESS my hand and official seal.

Jodi A. Spencer
Notary Public

My commission expires:
June 13, 1995

Jodi A. Spencer — Notary Public — County of Sublette — State of Wyoming — My Commission Expires June 13, 1995

STATE OF Wyoming } SS. (Individual - Wyoming)
COUNTY OF Sublette

The foregoing instrument was acknowledged before me by Jay B. Downs and Rebecca Sue Downs this 17th day of July, 1991.
WITNESS my hand and official seal.

My commission expires: June 13, 1995

Jodi A. Spencer
Notary Public

Jodi A. Spencer — Notary Public — County of Sublette — State of Wyoming — My Commission Expires June 13, 1995

STATE OF _____ } SS. (Certificate of Recording)
COUNTY OF _____

This instrument was filed for record on thethis _____ day of _____, 19____, at _____ o'clock ____M and recorded in Book _____ at Page _____ of the records of this office.

County Clerk and Recorder — By _____ Deputy

AFTER RECORDING, RETURN TO: _____

Return to: JERRI S. HAMMOND
EXXON COMPANY, U.S.A.
233 BENMAR, ROOM 936
HOUSTON, TEXAS 77060

635

636

082-0267
Producers 88 - Revised
Wyoming (Pt 1U)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 20th day of June 19 91 by and between
RICHARD ROBERTSON, a married man dealing in his separate property

of 2206 Oak Grove Circle, Valdosta, Georgia 31602 hereinafter called lessor (whether one or more), and
Exxon Corporation of P. O. Box 2305, Houston, Texas 77252 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten dollars and other valuable consideration 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 said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said 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, and being described as follows, to-wit:

Township 33 North, Range 113West, 6th p.m.
Section 29: S/2
Section 32: N/2N/2

234161
RECORDED Aug-27 1991 2:00 P M
IN BOOK 87 OTG PAGE 636
FEES $ Leo Mayl Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Jean Riley

of Section ____, Township ____, Range ____, it being the purpose and intent of lessor to lease and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 480.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the above described land or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the above described land 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. If, after the expiration of the primary term of this lease, production from the above described land should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the above described land.

The royalties to be paid by lessee are: (a) on oil, 15% of that produced and saved from said land, the same to be delivered at the wells or to the credit of lessor into the pipeline to which the wells may be connected; lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, and lessee may sell any royalty oil in its possession and pay lessor the price received by lessee for such oil computed at the well; (b) on gas, including casinghead gas or other gaseous substance, 15% produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of 15% of the gas so sold or used, provided that on gas sold by lessee the market value shall not exceed the amount received by lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be 15% of the amount realized by lessee from such sale. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which lessee may receive and retain. Lessee may deduct from royalties on oil and gas all costs, if any, incurred downstream of the well and prior to sale.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee or someone in his behalf), on or before such date, shall pay or tender to lessor, or lessor's credit in the Barnett Bank (Acct. # 1320565942) Bank at West Orlando Office, P. O. Box 1000, Winter Park, FL 32790 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Two hundred forty and 00/100---------- DOLLARS ($240.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively 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 any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Lessee may withhold such portion of any delay rental provided for in this lease as may be required to be withheld under the terms of any tax law, rule or regulation of any governmental agency purporting to exercise authority, even though such law, rule or regulation be later determined to be invalid and any amount withheld in a good-faith effort to comply with such law, rule or regulation shall, for all purposes of this lease, be deemed to have been paid to or deposited to the credit of the lessor as rental at the time the remainder of such rental was paid or tendered to lessor or to lessor's credit. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his 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), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall 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 be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. 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.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months 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 above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

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 covenants or conditions of this lease, either express or implied. No change in the 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 the 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 90 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 or 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, ratably according to the surface acreage of each, 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.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessees thereof), when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10%) for gas or gas-condensate and shall not exceed 160 acres (plus a tolerance of 10%) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe or permit a spacing pattern for the development of a field wherein the above described land, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, except as to gas well royalties, lessor shall receive on produ[redacted] area so pooled only such portion of the royalties which, in [redacted] of such pooling, would be payable hereunder to lessor or [redacted] om the land covered by this lease wh[redacted] the pooled area as the amount of the surface acreage in [redacted] ared by this lease which is placed in the pooled area bea[redacted] of the surface

of a well, the co [redacted] drilling operations, the completion of a well or of a dry h [redacted] eration of a producing well on the pooled area, shall be c [redacted] n purposes [illegible] royalty purpose [redacted] if said well were located on, or such drilling operations w [redacted] upon, the lands covered by this lease whether or not suc [redacted] upon, or such drilling operations are conducted upon, said lands. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells 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. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payment made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express provisions and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express provisions or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, armed hostilities, lack of market, act of God, strike, civil disturbance, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the Homestead Exemption Laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Richard Robertson
Richard Robertson

262-76-7586
Social Security Number

STATE OF Florida } SS.
COUNTY OF Orange

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by Richard Robertson
this 26 day of July, 1991.
WITNESS my hand and official seal.

Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: FEB. 13, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF _____ } SS.
COUNTY OF _____

(Individual - Wyoming)

The foregoing instrument was acknowledged before me by _____
this _____ day of _____, 19____.
WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF _____ } SS.
COUNTY OF _____

(Certificate of Recording)

This instrument was filed for record on thethis _____ day of _____, 19____, at _____ o'clock ____M
and recorded in Book _____ at Page _____ of the records of this office.

By _____
Deputy

County Clerk and Recorder

AFTER RECORDING, RETURN TO: _____

Return To:
JERRI S. HAMMOND
EXXON COMPANY, U.S.A.
233 BENMAR, ROOM 936
HOUSTON, TEXAS 77060

637

ASSIGNMENT AND CONVEYANCE

State of Wyoming)
)ss.
County of Sublette)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BHP PETROLEUM COMPANY INC.**, a Delaware corporation, hereinafter called Assignor, does hereby GRANT, SELL, CONVEY and ASSIGN to **BHP PETROLEUM (AMERICAS) INC.**, hereinafter called Assignee, all of Assignor's right, title and interest in and to the oil and gas Lease(s) described in Exhibit "A" and "B" attached hereto, together with all leasehold equipment, materials and personal property located thereon and used in connection therewith. It is the intent of Assignor and Assignee that Assignor hereby assigns all of its oil and gas rights in and to all leases and lands located within the above described county, whether such rights are specifically set forth in Exhibit "A" and "B".

TO HAVE AND TO HOLD said Lease(s) unto the Assignee, its heirs, successors and assigns forever. To the extent Assignor has received any warranty of whatever nature relating to the Lease(s) conveyed herein, from Assignor's Opredecessors in title, and to the extent such warranties may be assigned, Assignor hereby subrogates Assignee in and to all of the rights and actions of warranty which Assignor has or may have against its predecessors in title.

Assignor is a Delaware corporation, duly licensed to conduct business in this state, with business offices located at 5847 San Felipe, Suite 3600, Houston, Texas 77057.

Assignee is a Delaware corporation, the address of which is 5847 San Felipe, Suite 3600, Houston, Texas 77057.

Assignee agrees to keep and perform all of the duties and obligations due under and by virtue of and as to said oil, gas and mineral lease(s).

EXECUTED this 31st day of July, 1991, but effective April 6, 1990.

ASSIGNOR:

BHP PETROLEUM COMPANY INC.

By: Robert J. McNeil
Robert J. McNeil
Attorney-in-Fact

ASSIGNEE:

BHP PETROLEUM (AMERICAS) INC.

Randall L. Davis
Randall L. Davis
Attorney-in-Fact

234172

RECORDED Aug. 29 1991 10:10 A M
IN BOOK 87 O&G PAGE 638
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Mary Riley

ASSIGNMENT AND CONVEYANCE
EFFECTIVE APRIL 6, 1990 BETWEEN
BHP PETROLEUM COMPANY INC., AND BHP PETROLEUM (AMERICAS) INC., ASSIGNEE

ACKNOWLEDGEMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

On this the 14th day of August, 1991, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared **Robert J. McNeil** as Attorney-in-Fact for **BHP Petroleum Company Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his 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 the day and year last above written.

HENRIETTA HAGAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Dec. 30, 1993

Henriette Hagan
Notary Public

SJATE OF TEXAS)
)
COUNTY OF HARRIS)

On this the 14th day of August, 1991, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared **Randall L. Davis** as Attorney-in-Fact for **BHP Petroleum (Americas) Inc.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his 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 the day and year last above written.

HENRIETTA HAGAN
Notary Public
STATE OF TEXAS
My Comm. Exp. Dec. 30, 1993

Henriette Hagan
Notary Public

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EXHIBIT "A"

Attached to and made a part of that certain Assignment and Conveyance effective April 6, 1990, by and between BHP Petroleum Company Inc. as Assignor and BHP Petroleum (Americas) Inc. as Assignee, covering lands in Sublette County, Wyoming.

WELL(S)	LEASE(S)	
JA489805 Long Island #2 Unit	**BHP Lease No.:**	WY3370501
	Lessor:	USA W-43911
	Lessee:	William R. Ingebretsen
	Date:	August 1, 1956
	Recorded:	No Recording
	Description:	Township 29 North, Range 112 West Section 13: SE/4, S/2 SW/4 Section 24: W/2 NW/4, SW/4 Section 25: N/2 NW/4

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Conveyance effective April 6, 1990, by and between BHP Petroleum Company Inc. as Assignor and BHP Petroleum (Americas) Inc. as Assignee, covering lands in Sublette County, Wyoming.

BHP Lease No.:	WY 2194601
Lessor:	USA W-039908
Lessee:	W. R. Ingebretsen
Date:	August 1, 1956
Recorded:	N/A
Description:	Township 29 North, Range 112 West Section 24: E/2, E/2 NW/4 Section 25: S/2, S/2 N/2, N/2 NE/4 Section 35: All

642

RECEIVED
AUG 16 1991
ENRON-DENVER

Form 3000-3
(June 1988)

Return

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

91 JUL -8 AM 9:00

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.: W-36422

Lease Effective Date (Anniversary Date): October 1, 1972

New Serial No.:

0058346-000 Bird Canyon Prospect

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

ENRON OIL & GAS COMPANY
1801 California Street, Suite 3400
Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 27 NORTH, RANGE 111 WEST, 6th P.M. Section 22: N½ Section 23: All Section 25: W½, SE¼ Section 26: All containing 2,080.0 acres, more or less SUBLETTE COUNTY, WYOMING	0.900	0.900	-0-	-0-	1.200

234217

RECORDED September 4th 19 91 9:50 AM
IN BOOK 87 Oil & Gas PAGE 642
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands.

☐ Assignment approved for attached land description

Assignment approved effective AUG 01 1991

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

By /s/ PAMELA J LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER AUG 13 1991
(Title)

Tear **FOR ASSIGNEE**

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 [redacted] additional assignee(s) on reverse of this form or on a separate attached sheet [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.

PAPERWOR[redacted]RON ACT STATE

1 This infor[redacted]ng 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 [redacted]

ROUTINE USES:

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

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 12th day of June, 1991, by D. Weaver as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

WITNESS my hand and official seal.

My Commission Expires:

3-27-93

Notary Public

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of May, 1991, by GRANT E. THAYER, as President of ENERGETICS OPERATING COMPANY, on behalf of the corporation.

WITNESS my hand and official seal.

My Commission expires:

August 30, 1993

Notary Public
5613 DTC Parkway, Suite 800
Englewood, Colorado 80111

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.

ATTEST: _____ B. R. DeBOER, Corporate Secretary

Executed this 30th day of May, 1991

Name of Assignor as shown on current lease ENERGETICS OPERATING COMPANY
Please type or print

Assignor BY _____
(Signature)
or
Attorney-in-fact GRANT E. THAYER, President
(Signature)

5613 DTC Parkway, Suite 800
(Assignor's Address)

Englewood (City) Colorado (State) 80111 (Zip Code)

Executed this 12th day of June, 1991

ENRON OIL & GAS COMPANY

Assignee BY _____
(Signature)
or Agent & Attorney in-fact
Attorney-in-fact _____
(Signature)

ATTEST: _____

Name & 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.

U.S. GOVERNMENT PRINTING OFFICE: 1988—673-016 95

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RECORDED September 9 1991 4:55 P.M.
IN BOOK 87 Oil & Gas PAGE 644
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Barbara A. Walker

ROYALTY CONVEYANCE

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS
COUNTY OF SUBLETTE

1. That JD MINERALS and JEH INTERESTS 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 Effie B. Whitaker, 5380 W. Flying "M", Tucson, AZ 85713-4423, 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 its successors and assigns, forever, subject to the matters stated below * of my interest in and to all oil, gas, and other minerals in, on, and under, and that may be produced from, the following lands (the "Lands") including 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) situated in the County of Sublette State of Wyoming, to-wit:

* The interest conveyed herein is 92.5% of the interest conveyed to JD MINERALS and 7.5% of the interest later conveyanced to JEH INTERESTS in a Royalty Conveyance dated September 27, 1990, from Effie B. Whitaker to JD MINERALS recorded in Book #86 of the Oil & Gas Records, Page 763, of Sublette County, Wyoming and in a Royalty Conveyance from JD MINERALS to JEH INTERESTS dated January 18, 1991 recorded in Book #87 of the Oil & Gas Records, Page 209, and is described as All that certain tract or parcel of land out of the %-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.

together with the rights of ingress and egress at all times for the purposes 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 portions 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 other 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 a unit which includes all or any part of said lands, or is maintained in full force and effect by production from said lands from a pool or a 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 lessor while there is located on the lease or lands pooled or unitized therewith a well capable of producing gas or oil, but shut in for lack of market or any other reason, or is drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said lands, 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 of 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 cancelled or forfeited, nor of participating in the bonus of bonuses which Grantor shall receive for any future lease, nor or 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 or 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, an 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 such prior production, and all of Grantor's future interests 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

7. The effective date of this conveyance as it pertains to production runs shall be from its execution. This conveyance covers and includes oil and gas royalty from the surface of the earth down to all depths feet below the surface of the earth.

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 29th day of August, 1991.

JD MINERALS BY:

James H. Davis

JEH INTERESTS BY:

James E. Hopper

****

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF ANDERSON

This instrument was acknowledged before me on

August 29th

1991 by James H. Davis d/b/a/ JD MINERALS

IRMA SANTOS NOTARY PUBLIC STATE OF TEXAS 4-30-94

NOTARY SIGN HERE:

Irma Santos

Notary Public, State of Texas
Notary's name printed below:
Irma Santos

My commission expires: 04-30-94

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF ANDERSON

This instrument was acknowledged before me on

August 29th

19 91 by James E. Hopper d/b/a JEH INTERESTS

IRMA SANTOS NOTARY PUBLIC STATE OF TEXAS 4-30-94

NOTARY SIGN HERE:

Irma Santos

Notary Public, State of Texas
Notary's name printed below:
Irma Santos

My commission expires: 04-30-94

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321

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234507

RECORDED September 18 19 91 10:30AM
IN BOOK 89 Of M P PAGE 646
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTIES by Bethany A. Walker

Know all men by these presents: Lenora Gerrard (hereafter "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 acknowledged by assignor, does hereby sell, assign, set over, transfer and convey to The Daniel Gerrard Trust, of which Trust Gordon Gerrard is Trustee, its heirs, successors and assigns, all of assignor's right, title and interest in the following overriding royalty interest(s) (hereafter "ORI") in and to all oil, gas, casinghead gas and other hydrocarbon substances produced, saved and marketed from the leases and lands (hereafter "Oil and Gas Lease") described thusly:

	ORI	Oil and Gas Lease
1.	1.5 % ORI	Tip Top Nugget A-B, Tract 61, described as Lots 14 and 19 of Section 2; Lots 5, 12, 13 and 20 of Section 3; N/2 and SE/4 of Section 11; W/2 of the SW/4 of Section 12; N/2 of NW/4 SE/4 of NW/4 of Section 13-T28N-R114W, 6th P.M. Sublette County, Wyoming.
2.	1.5 % ORI	Tip Top Smith 26-12, described as Lots 14 and 19 of Section 2; Lots 5, 12, 13 and 20 of Section 3; N/2 and SE/4 of Section 11; W/2 of the SW/4 of Section 12; N/2 of NW/4, SE/4 of NW/4 of Section 13-T28N-R114W, 6th P.M. Sublette County, Wyoming.
3.	1.5 % ORI	Tip Top Muddy N/P*,described as W/2 SW/4 of Section 12-T28N-R114W, 6th P.M. Sublette County, Wyoming. (*Well T18-12G)
4.	1.5 % ORI	Tip Top UT Muddy A, Tract 61, described as Lots 14 and 19, Section 2-T28N-R114W, 6th P.M. Sublette County, Wyoming.
5.	1.5 % ORI	Tip Top UT Dakota A, Tract 61, described as Lots 14 and 19, Section 2-T28N-R114W, 6th P.M. Sublette County, Wyoming.
6.	1.5 % ORI	Tip Top Unit B, Tract 6, described as SW/4 Section 2-T15N-R15W, 6th P.M. Sublette County, Wyoming.
7.	1.5 % ORI	Tip Top Unit A, Tract 6, described as Lots 5, 6 and 7; NW/4 NE/4 of Section 30-T28N-R113W, 6th P.M. Sublette County, Wyoming.
8.	1.5 % ORI	Tip Top Unit A, Tract 61, described as Lots 14 and 19 of Section 2, and Sections 11, 12 and 13-T28N-R114W, 6th P.M. Sublette County, Wyoming.

The overriding royalty interest(s) conveyed by this assignment are payable out of and only out of the oil, gas, casinghead gas and other

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//
//

[redacted] Assignment of Overrid[redacted] oyalty Interests [redacted]

ASSIGNMENT OF OVERRIDING ROYALTIES (continued from page 1)

hydrocarbon substances produced, saved and marketed from the leases and lands described above, and this assignment of Overriding Royalties is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interest effective the 12th day of September, 1991.

Lenora Gerrard
Lenora Gerrard, Assignor

State of Wyoming)
County of Uinta) ss.

On the 13th day of September, 1991, Lenora Gerrard personally appeared before me, the undersigned, a Notary Public in and for said County and State; Lenora Gerrard is known to me to be the identical person described in, and who executed, this Assignment of Overriding Royalty Interests to the Daniel Gerrard Trust, and she 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.

Rita Holmes
Notary Public for Wyoming
My Commission Expires: 10-31-94

RITA HOLMES - Notary Public
County Of Uinta
State Of Wyoming
My Commission Expires Oct. 31, 1994

ASSIGNMENT, BILL OF SALE AND GENERAL CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND GENERAL CONVEYANCE (this "Conveyance") is executed by UNION TEXAS PETROLEUM CORPORATION, a Delaware corporation, and UNION TEXAS DEVELOPMENT CORPORATION, a Delaware corporation, each of whose address is 1330 Post Oak Boulevard, Houston, Texas 77056 (hereinafter collectively called "Sellers"), to MERIDIAN OIL PRODUCTION INC., a Delaware corporation, whose address is 5613 DTC Parkway, Englewood, Colorado 80111 (hereinafter called "Buyer").

ARTICLE I

Conveyance of Assets

Sellers, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Buyer, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Buyer, the following described interests, rights and properties (herein collectively referred to as the "Assets"):

(a) all of Sellers' interest (i) in and to all oil, gas and other minerals in place in all lands in the United States of America (excluding Alaska and Hawaii) and Canada, excluding the Offshore Business Area (hereinafter defined) (the "Business Area"), including any such interests in, to and under any oil, gas and/or mineral leases, leasehold interests, mineral fee interests, royalty interests, nonparticipating royalty interests, overriding royalty interests, production payments and any other right, title or interest evidencing or creating a right or interest in, or any right to produce or receive the proceeds of production of, any crude oil, natural gas, casinghead gas, condensate, natural gas liquids and other liquid or gaseous hydrocarbons, together with all products extracted, separated or processed therefrom (collectively "Hydrocarbons") or other minerals in place and located in the Business Area, including those described in Exhibit A attached hereto and made a part hereof, and including all interests therein which any Seller is entitled to receive by reason of any participation, joint venture, farm-in, farm-out, operating or other agreement and all rights and interests attributable or allocable thereto by virtue of any pooling, unitization, communitization, production sharing or similar agreement, order or declaration (collectively the "Subject Interests"), (ii) in and to any gas gathering or gas processing equipment, facilities, pipelines, systems or plants which primarily relate to or serve the Subject Interests (the "Gas Facilities"), and (iii) in and to any interest in the surface owned in fee by Sellers in any land located in the Business Area, including those described in Exhibit B attached hereto and made a part hereof (the "Lands"), together

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SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

with all of Sellers' interest in, to and under the property and rights incident thereto, including, but not limited to, all rights in, to and under all production sales contracts, division orders, contracts for sale, purchase, exchange, refining or processing of Hydrocarbons or other minerals, operating agreements, agreements of development, area of mutual interest agreements, gas balancing or deferred production agreements, processing agreements, plant agreements, pipeline, gathering and transportation agreements, injection, repressuring and recycling agreements, carbon dioxide purchase or sale agreements, salt water or other disposal agreements, seismic or geophysical permits or agreements, leases, permits, rights of way, easements, licenses, farm-outs, farm-ins, options, orders and any and all other agreements to the extent attributable to or used directly in connection with the Subject Interests, Gas Facilities or the Lands, including those easements, right of way and leases described in Exhibit C attached hereto and made a part hereof. As used herein "Offshore Business Area" shall mean those lands lying seaward of the mean high tide line of the coasts of the States of Texas, Louisiana, Mississippi, Alabama and the west coast of Florida, including, without limitation, those lands covered by bodies of water located in the vicinity of or adjacent to the open Gulf of Mexico and directly subject to the tidal overflow of the Gulf of Mexico, which lands are owned by either a state or by the United States of America, and the exclusive right to lease such lands is vested in either a state, the United States of America or an agency thereof. Without limiting the foregoing, the "Offshore Business Area" shall include the shaded area depicted on the map attached hereto as Exhibit D and made a part hereof; provided, however, as to the determination of the location of the inland border of such shaded area, the narrative description set forth in the first sentence of the definition of Onshore Business Area shall be determinative;

(b) all of Sellers' interest in and to (i) all of the wells, equipment, materials and other personal property (including inventories of tubular goods, supplies, tools and other oil and gas field equipment), fixtures and improvements on the Subject Interests, Gas Facilities or Lands, appurtenant thereto or used or obtained in connection with the Subject Interests, Gas Facilities or Lands or with the production, treatment, sale or disposal of Hydrocarbons or other minerals or waste produced therefrom or attributable thereto and all other appurtenances thereunto belonging (ii) onshore field office leases in the Business Area which are used in connection with the Subject Interests, Lands or Gas Facilities and are not part of the HPG Business (as defined in the Purchase Agreement), together with all of Sellers' (or Sellers' interest as lessee in) furniture, fixtures, equipment and other personal property in or associated with such offices, including all computers and word processing, photocopying, telecommunications and other office equipment, vehicles, mobile phones,

649

radios and other items listed in Exhibit E attached hereto and made a part hereof; and (iii) one Landmark 3-D computer station;

(c) all other interests owned by Sellers in, to and under the Subject Interests, Gas Facilities or Lands or attributable to production therefrom;

(d) all unitization, pooling and operating agreements, and the units created thereby insofar as the same are attributable to the Subject Interests or Lands or interests therein or which relate to any units or wells located on the Subject Interests or Lands, 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 Subject Interests or Lands;

(e) all rights to claim revenues or Hydrocarbons or other minerals resulting from any underproduction attributable to Sellers' interest in the Subject Interests, Gas Facilities or Lands; and

(f) all lease files, land files, well files, oil and gas sales contracts files, gas processing files, division order files, abstracts, title opinions, litigation files to the extent relating to the Assumed Liabilities (as defined in that certain Asset Purchase Agreement dated August 20, 1991 (the "Purchase Agreement"), by and among Sellers, Union Texas Canada Ltd., Meridian Oil Production Inc. and El Paso Production Company), engineering, geological, seismic and geophysical data, and all other files, maps, logs, data and records of Sellers relating to the Assets, other than litigation files (to the extent not relating to the Assumed Liabilities), corporate, financial, tax and legal records of Sellers, but including files and receipts relating to the Assets pertaining to Federal, state and Indian royalty payments (including production records) and to Production Taxes (hereinafter defined) and ad valorem and property Taxes (hereinafter defined).

SAVE and EXCEPT, and there is excluded from this conveyance and the Assets and RESERVED unto Sellers the following described interests, rights and properties (herein collectively referred to as the "Excluded Assets") (i) any employment, consulting, accounting, and attorney or litigation contracts or arrangements, (ii) all deposits, cash, checks, funds, accounts receivable and similar items attributable to the period prior to April 1, 1991, except to the extent constituting Royalty Accounts (as defined in the Purchase Agreement), (iii) all corporate, financial, tax and legal records of Sellers (other than those included in the Assets pursuant to item (f) above), (iv) all bonds and contracts or policies of insurance and any claims of Sellers thereunder or against any Predecessor (as defined in the

Purchase Agreement) or Affiliate (as defined in the Purchase Agreement) of Sellers related thereto, except as expressly provided in the Insurance Matters Agreement (as defined in the Purchase Agreement), (v) all contracts of indemnity and any claims of Sellers thereunder or against any Predecessor or Affiliate of Sellers related thereto, except to the extent any contract of indemnity relates to any Assumed Liability and is not granted by or the obligation of any Predecessor or Affiliate of Sellers; (vi) Sellers' rights with respect to all Hydrocarbon or other mineral production from or attributable to the Subject Interests, Gas Facilities or Lands with respect to all periods prior to April 1, 1991, all proceeds attributable thereto, and all Hydrocarbons that, on April 1, 1991, are owned by Sellers and are in storage, within processing plants or in pipelines, (vii) claims of Sellers for refund of or loss carry forwards with respect to (a) costs, Production Taxes, ad valorem and property Taxes or expenses borne by Sellers attributable to the period prior to April 1, 1991, (b) Income Taxes (hereinafter defined), Windfall Profit Taxes (hereinafter defined) or Franchise Taxes (hereinafter defined), (c) any Taxes attributable to the Excluded Assets, or (d) amounts which relate to transportation of gas produced from the Subject Interests that is performed prior to April 1, 1991 as Sellers may receive from (x) any interstate or intrastate transporter of gas as a transportation rate refund (pursuant to an order of the FERC or of any state regulatory agency having jurisdiction or pursuant to a settlement agreement) or (y) any purchaser of gas as an agreed-upon flow-through of such a transportation rate refund received by such purchaser, (viii) engineering, geological, seismic, geophysical and similar data to the extent the transfer thereof to Buyer is contractually prohibited by license, confidentiality or similar agreements with unaffiliated third parties, (ix) the right to make or retain duplicate copies, at Sellers' expense, of any of the Sellers' (a) proprietary engineering, geological, seismic, geophysical or similar data to the extent such data relates to the Offshore Business Area, the Pacific and Atlantic offshore areas or Alaska and (b) third party engineering, geological, seismic, geophysical or similar data to the extent such data relates to the Pacific and Atlantic offshore areas or Alaska, (x) all right, title and interest of Sellers' as lessee or lessees under Sellers' Houston, Denver and Midland office leases, together with all of Sellers' (or Sellers' interest as lessee in) furniture, fixtures, equipment and other personal property in or associated with such offices, including all computers and word processing, photocopying, telecommunications and other office equipment, vehicles, mobile phones and radios except for the Landmark 3-D computer station included in the Assets pursuant to item (b)(iii) above, (xi) subject to the Patent License (as defined in the Purchase Agreement), all patents, computer software (including tapes, data and program documentation) and other intellectual property, (xii) all right, title and interest of Sellers in and to the HPG Business, (xiii) any logo, service mark, copyright, trade name or trademark associated with any Seller or any business of any Seller, (xiv) all receivables

and cash proceeds which were expressly taken into account and for which credit was given in the determination of Net Cash Flow (as defined in the Purchase Agreement) pursuant to Section 3(c) of the Purchase Agreement, as adjusted pursuant to Section 3(d) of the Purchase Agreement, (xv) profits attributable to Sellers' crude oil trading business and all overhead charges and rates received by any Seller in its capacity as operator under any operating agreement or COPAS accounting procedure prior to the Closing Date, and (xvi) any property retained by Sellers pursuant to Section 18 of the Purchase Agreement or retained or reconveyed to Sellers pursuant to Sections 7(f) or 13(c)(vii) of the Purchase Agreement. As used herein, (1) the term "Production Taxes" shall mean all severance, gross receipts, gross production, occupation, gathering, pipeline regulation, conservation, excise, sales, use, and other Taxes (excluding any Taxes imposed on or measured by the net income or profits of a person, partnership, corporation or other entity or Transfer Taxes, Franchise Taxes or Windfall Profit Taxes), (2) the term "Income Taxes" shall mean all federal, state, local or foreign Taxes based upon the net income or profit of a person, partnership, corporation or other entity, but shall not include any Taxes based upon the sales price of Hydrocarbons produced from the Subject Interests (including, without limitation, Production Taxes), (3) the term "Franchise Taxes" shall mean all federal, state, local or foreign franchise Taxes or assessments, including, without limitation, Taxes based on net worth, capitalization or total assets, (4) the term "Windfall Profit Taxes" shall mean the Taxes imposed on the windfall profit from taxable crude oil pursuant to the Crude Oil Windfall Profit Tax Act of 1980, as amended prior to its repeal, and (5) the term "Taxes" shall mean all taxes or similar assessments or fees, together with all interest, fines, penalties and additions thereto.

TO HAVE AND TO HOLD the Assets unto Buyer, its successors and assigns, forever, subject, however, to the matters set forth herein.

ARTICLE II

Disclaimer of Warranties; Certain Existing Agreements

Section 2.1 *Disclaimer of Warranties*. The Assets are assigned to Buyer without recourse, representation, covenant or warranty of title of any kind whatsoever, express, implied, statutory or otherwise. All personal property, equipment, fixtures and appurtenances constituting a portion of the Assets are assigned to Buyer "AS IS, WHERE IS." WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, BUYER EXPRESSLY DISCLAIMS AND NEGATES AS TO MOVABLE OR PERSONAL PROPERTY 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.

Section 2.2 *Certain Existing Agreements*. As used in this Section 2.2, "Certain Existing Agreements" shall mean all of the following agreements, instruments and documents which are valid and subsisting and require that an assignee of any Asset which is the subject thereof or is affected thereby expressly assume any or all of the terms and obligations thereof:

(a) any and all agreements, instruments and documents entered into in connection with the exploration, development, operation and/or maintenance of all or any part of the Assets and/or the extraction, processing or transportation of Hydrocarbons therefrom; and

(b) any and all agreements, instruments and documents which create any of the Assets or reserve or assign to any Seller any of the Assets.

Buyer covenants and agrees that it is accepting this Conveyance subject to the Certain Existing Agreements and, to the extent same constitute Assumed Liabilities, Buyer does hereby assume the terms and obligations of the Certain Existing Agreements. As between the Sellers and Buyer, nothing contained in this Section 2.2 shall be construed, however, as amending, altering or modifying the respective assumptions, covenants, duties and obligations of Sellers and Buyer set forth in the Purchase Agreement.

ARTICLE III

Miscellaneous

Section 3.1 *Separate Assignments*. This Conveyance, insofar as it pertains to those Assets as to which separate assignments have been, or will be, executed for filing with and approval by applicable governmental or tribal agencies and authorities, is made and accepted subject to the approval of such applicable governmental or tribal agencies and authorities and to the terms of such approval if and to the extent required by law. Any such separate assignments (a) shall evidence the conveyance and assignment of the applicable Assets herein made, and shall not constitute any additional conveyance or assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties, set forth in this Conveyance and are not intended to create and shall not create any representations, warranties or additional covenants of or by Sellers to Buyer, and (c) shall be deemed to contain all of the terms and provisions of this Conveyance, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 3.2 *Successors and Assigns*. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of Sellers and Buyer. All references herein to either Sellers or Buyer shall include their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Conveyance to be executed effective as of September 12, 1991.

SELLERS:

UNION TEXAS PETROLEUM CORPORATION

[CORPORATE SEAL]

By _____
J. M. McKinney
Vice President

UNION TEXAS DEVELOPMENT CORPORATION

[CORPORATE SEAL]

By _____
J. M. McKinney
Vice President

BUYER:

MERIDIAN OIL PRODUCTION INC.

[CORPORATE SEAL]

By _____
Randolph P. Mundt
Senior Vice President

0055187

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of September, 1991 by J. M. McKinney, Vice President of UNION TEXAS PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

(SEAL)

NORMA A. TIDROW
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-02-'95

Norma A. Tidrow
Notary Public in and for
the State of Texas

Norma A. Tidrow
(Printed Name of Notary)

My Commission Expires: 7-2-95

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12th day of September, 1991 by J. M. McKinney, Vice President of UNION TEXAS DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of said corporation.

(SEAL)

NORMA A. TIDROW
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-02-'95

Norma A. Tidrow
Notary Public in and for
the State of Texas

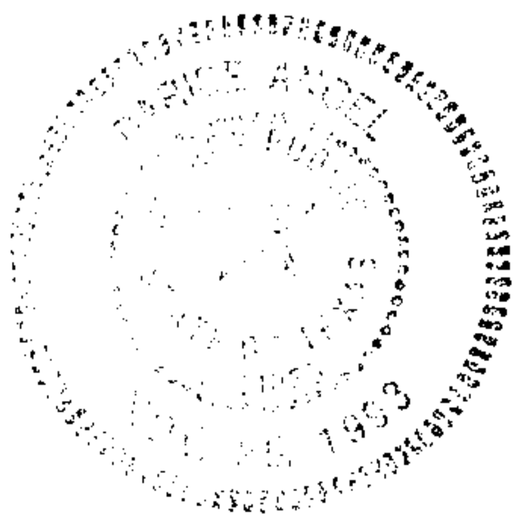
Norma A. Tidrow
(Printed Name of Notary)

My Commission Expires: 7-2-95

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of September, 1991 by Randolph P. Mundt, Senior Vice President of MERIDIAN OIL PRODUCTION INC., a Delaware corporation, on behalf of said corporation.

(SEAL)



Darice Angel
Notary Public in and for
the State of Texas

(Printed Name of Notary)

My Commission Expires:_____

EXHIBIT "A"
Subject Interests

COUNTY: SUBLETTE

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		

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EXHIBIT "A"
Subject Interests

COUNTY: SUBLETTE STATE: WYOMING DATE 09/09/91
PROSPECT: DANIEL PAGE 2

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		

857

EXHIBIT "A"
Subject Interests

COUNTY: SUBLETTE

STATE: WYOMING
PROSPECT: FOGARTY DRAW AREA

LEASE NUMBER	LESSOR	LESSEE STATE/COUNTY	LSE DTE RECORDED
WY-01117 TRACT 01 DESCRIPTION: T 28 N R 111 W SEC 21 S/2	USA W-38071	JOAN CHORNEY WY SUBLETTE	02/01/73
WY-01118 TRACT 01 DESCRIPTION: T 28 N R 111 W SEC 17 ALL SEC 20 W/2	USA W-54466	HARRY K VEAL WY SUBLETTE	05/01/76

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EXHIBIT "A"
Subject Interests

COUNTY: SUBLETTE

STATE: WYOMING
PROSPECT: WHITMAN

LEASE NUMBER	LESSOR	LESSEE	LSE DTE RECORDED
		STATE/COUNTY	
WY-01168	ST OF WY 82-0282	ELAINE DRUKMAN	03/02/82
TRACT 01		WY SUBLETTE	
DESCRIPTION:	T 28 N R 104 W		
	SEC 20 SW/4NE/4		
	SEC 28 W/2W/2		
	SEC 32 SE/4SE/4		

[redacted] [redacted] [redacted]

EXHIBIT B

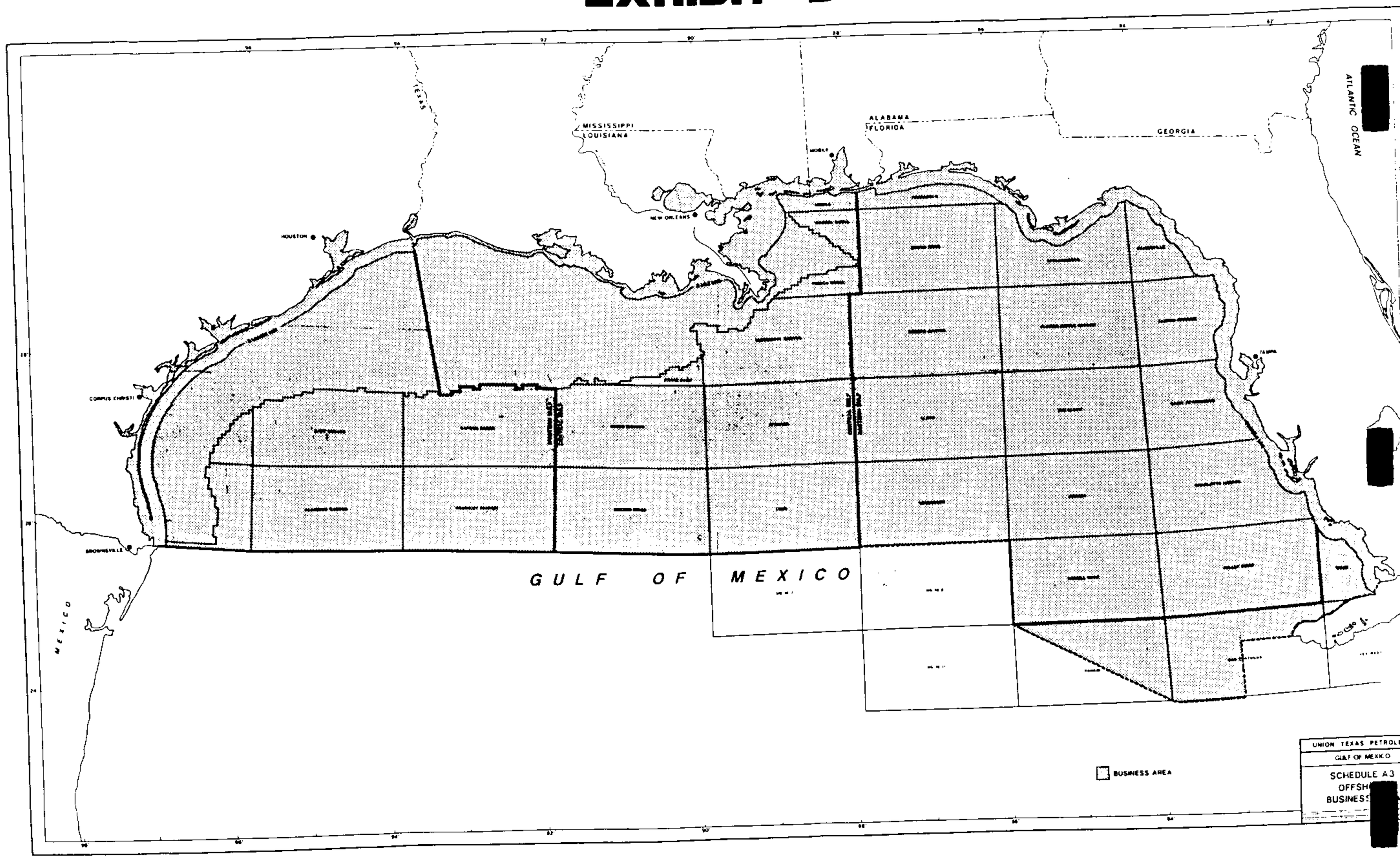
None.

0055798

EXHIBIT C

None.

EXHIBIT "D"



Exh. 3

EXHIBIT E
Field Equipment

Part I—Vehicles*

(*Vehicles are leased. Leases can be assumed or vehicles can be purchased at fair market price.)

Description	Unit No.
Houston District Fields (Houston Area)	
1989 Ford Styleside F150	92410
1990 Chevrolet Sportside	92443
1990 Ford Styleside F150 (Supercab)	92444
Houston District Fields (Lafayette Area)	
1989 Chevrolet Fleetside	92299
1990 Dodge Sweptline D150	92452
1990 Chevrolet Fleetside	92453
1990 Dodge Sweptline D150	92454
1990 Chevrolet Fleetside (Extended Cab)	92455
1990 Chevrolet Fleetside (3/4 Ton Extended Cab)	92456
1990 Chevrolet Fleetside (Extended Cab)	92457
1990 Ford Styleside F150	92529
1990 Chevrolet Fleetside	92530
1990 Chevrolet Fleetside	92531
1991 Ford Styleside F150	92624
Houston District Fields (Denver Area)	
1991 Ford Styleside F150 (4WD)	92623
1990 Ford Styleside F150 (4WD)	92462
1991 Ford Styleside F150 (4WD)	92622
1990 Ford Styleside F250 (4WD)	92447

[redacted] [redacted]

1990 Ford Taurus	92516
1985 Chevrolet C&C 1 Ton (Winch Truck)	91812
1989 Chevrolet Fleetside	92316
1989 Ford Styleside F150	92317
1989 Chevrolet Fleetside (1/2 Ton)	92353
1989 Chevrolet Fleetside (4WD)	92372
1990 Chevrolet Fleetside	92429
1991 Ford Styleside F150	92630
1990 Ford Styleside F150	92464
1990 Ford Styleside F150	92465
1990 Ford Styleside F150	92466
1990 Ford Styleside F150	92467
1990 Ford Styleside F150	92468
1990 Ford Styleside F150	92515
1990 Chevrolet Fleetside	92517
1990 Chevrolet Fleetside	92532
1990 Chevrolet Fleetside (1/2 Ton 4WD)	92534
1990 Ford Styleside F150	92572
1991 Ford Styleside F150	92631
1991 Chevrolet Fleetside	92632
1991 Chevrolet Fleetside (4WD)	92634
1991 Ford Styleside F150	92635
1991 Ford Styleside F150	92633
1991 Chevrolet Fleetside	92627
1991 Ford Taurus	

Drilling

1989 Chevrolet Fleetside	92405
1990 Ford Styleside F150	92472

6606

Part II—Mobile Radios and Telephones

Description	Serial #	Location (Vehicle # or Site)
	Houston District Fields (Houston Area)	
Midland	246142	92443
	Houston District Fields (Lafayette Area)	
Midland	231978	92454
Motorola	433HE43117	92455
G.E.	9412909	92456
Motorola	KH420W	92530
Motorola	84R1747Q03	92531
Midland	231981	92624
Uniden	00461520	92457
Audio Vox	C-03840176	92299
Fujitsu	03001087	92455
Harris	10959-0384	92624
	Houston District Fields (Denver Area)	
Motorola Redicode Phone	ABTD5012	92623
Pulsar 100 Model TLN2191A5	—	92462
Pulsar II	—	92447
Pulsar II Model T18780	213CKL0210	Contract Pumper
Glenayre Electric Model GL4112A	8510230	Contract Pumper
Johnson Model MT200N	3380	Surplus
	Midland District Fields	
G.E. Model TMX 8712	7818047	92630
G.E. Model Corona	2242150	92572
G.E. Model TMX 8615	9688768	92631
G.E. Model TMX 8615	9684900	92534
G.E. Model Corona	4467462	Contract Pumper
G.E. Model Corona	2223375	Contract Pumper
G.E. Model TMX 8712	7990601	92516
G.E. Model TMX 8615	9684933	92464
G.E. Model TMX 8615	9689158	92633
G.E. Model TMX 8615	9684897	92634
G.E. Model TMX 8615	9684898	92635
G.E. Model TMX 8615	9684161	Jal Office
G.E. Model Corona	2233380	Answering Svc.
G.E. Model Corona	2206802	Answering Svc.

[redacted] Description	[redacted] Serial #	Location (Vehi[redacted] # or Site)
G.E. Model Corona	2242146	Contract Pumper
G.E. Model Classic	2223374	92465
G.E. Model Corona	2501697	92468
G.E. Model TMX 8615	9689255	92467
G.E. Model Classic	2230593	92429
G.E. Model Corona	3010695	Wellman
G.E. Model Corona	2223384	Wellman
G.E. Model Classic	2223371	Wellman
G.E. Model Classic	2230589	92353
G.E. Model Classic	4467463	91812
G.E. Model Classic	2223379	Wellman
G.E. Model Classic	2223392	Wellman
G.E. Model Corona	8111949	92532
G.E. Model TMX 8825	9684934	92466
G.E. Model TMX 8615	7939727	92517
G.E. Model TMX 8712	2223374	92317
G.E. Model Corona	8221753	92316
G.E. Model TMX 8825	2223389	Slaughter Office
G.E. Model Corona	2501698	Veal Office
G.E. Model Corona	4467460	92632
G.E. Model Corona	2230594	92372
G.E. Model Classic	9411700	92515
G.E. Model TMX 8615	3010691	Westbrook Office
G.E. Model Corona	2242151	Westbrook Office
G.E. Model Corona	2220507	Contract Pumper
G.E. Model Corona	2223391	Answering Svc.
G.E. Model Corona	8256196	92405
G.E. Model TMX 8712	7972421	92627
G.E. Model TMX 8712	213CME9993	92627
Motorola Dyna TAC 600X	17200102555	92630
Uniden CP1100		

6068

Part III—Fascimile Copiers*

(*This equipment is currently leased. Transfer of lease is subject to approval of vendor.)

Description	Serial No.	Location
	Houston District Fields (Houston Area)	
DEX 6100	332645977	Longview Office
DEX 80	334224326	Dry Hollow
	Houston District Fields (Lafayette Area)	
DEX 2500	333584480	Terryville
DEX 80	334224128	Sulphur Mines
DEX 440	333680742	Lake Arthur
DEX 440	333692549	East Manchac
	Houston District Fields (Denver Area)	
DEX 2500	332867968	Field
DEX 6100	332614510	Field
DEX 6100	332645258	Field
DEX 6700	333289114	Aztec Office
	Midland District Fields	
DEX 80	334224342	Northwest Slaughter
DEX 80	334225018	Jal, New Mexico
DEX 2500	332876328	Field
DEX 160	334303484	Wellman

Part IV—Radio Licenses

[redacted]

License	FCC File No.	Call Sign
West Texas/New Mexico	8809628521	WNMV459
West Texas/New Mexico	8701551896	KA95808
Pierre Pass, Louisiana	001424	KBJ381
Milnesand, New Mexico	001418	KVK560
Jal, New Mexico	001419	KVO553
Roanoke, Louisiana	001412	KKA747
Jefferson Davis, Louisiana	337987	KB46131

Part V—Computer Related Equipment

Location	Gen Dev/Type	Type Model/ Feat No.	Serial No.	Description
		Houston District Fields (Houston Area)		
Dry Hollow	Sys	8530021	0737096	IBM PS 30 Personal Computer
Dry Hollow	5001			8087 8 Mhz Math Co-Processor
Dry Hollow	67X0438			4 MB Token Ring Adapter
Dry Hollow	1391401			IBM Enhanced Keyboard
Dry Hollow	Epson		448473	Epson FX100
Dry Hollow	8513001			IBM Color Display
Longview	Sys	8530021	0739101	IBM PS 30 Personal Computer
Longview	5001			8087 8 Mhz Math Co-Processor
Longview	67X0438			4 MB Token Ring Adpater
Longview	8513001			IBM Color Display
Longview	4208001		11002786	IBM Proprinter
Longview	1391401			IBM Enhanced Keyboard
		Houston District Fields (Lafayette Area)		
Manchac Point	Sys	8530021	0122503	IBM PS 30 Personal Computer
Manchac Point	5001			8087 8 Mhz Math Co-Processor
Manchac Point	67X0438			4 MB Token Ring Adpater
Manchac Point	8513001			IBM Color Display
Manchac Point	4208001		47000201	IBM Proprinter
Manchac Point	1391401			IBM Enhanced Keyboard
Lake Arthur	Sys	8530021	0983001	IBM PS 30 Personal Computer
Lake Arthur	5001			8087 8 Mhz Math Co-Processor
Lake Arthur	67X0438			4 MB Token Ring Adpater
Lake Arthur	8513001		MM949	IBM VGA Monitor
Lake Arthur	1391401			IBM Enhanced Keyboard
Lake Arthur	4208001		1611959	IBM Proprinter
Lake Arthur	V3R3			IBM DOS
Sulphur Mines	Sys	8530021	7730183	IBM PS 30 Personal Computer
Sulphur Mines	5001			8087 8 Mhz Math Co-Processor
Sulphur Mines	67X0438			4 MB Token Ring Adapter
Sulphur Mines	8513001		KYD79	IBM VGA Monitor
Sulphur Mines	4208001		10088854	IBM Proprinter
Sulphur Mines	1391401			IBM Enhanced Keyboard

[redacted] [redacted] [redacted]

Location	Gen Dev/Type	Type Model/ Feat No.	Serial No.	Description
Sulphur Mines	V3R3			IBM DOS

Houston District Fields
(Denver Area)

Denver	Sys	FST	12489	MSI Model FST Portable Data Terminal
Houston	Sys	FST	12488	MSI Model FST Portable Data Terminal
Houston	Sys	FST	10242	MSI Model FST Portable Data Terminal
Field	Sys	FST	12505	MSI Model FST Portable Data Terminal
Field	Sys	FST	12506	MSI Model FST Portable Data Terminal
Field	Sys	FST	12507	MSI Model FST Portable Data Terminal
Field	Sys	FST	12490	MSI Model FST Portable Data Terminal

Midland District Fields

Wellman	Sys	5150	N0684817	IBM PC
Wellman		HX12RGB	KW28879	Princeton Monitor
Wellman	6450200			IBM PC-AT Keyboard
Wellman		SP200		Seikosha Printer
Wellman		2064R001	PR26024	Toshiba WTZ Printer
Wellman	Symphony			Symphony
Wellman	Alpha 3			Alpha 3
Wellman	DOS			DOS 3.30

(June 1988)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT 672

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 MAURICE BROWN
   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

234624

RECORDED September 30 19 91 11:25 A M
IN BOOK 87 Misc PAGE 672
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres applied for

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

Total acres in lease _____
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Theresa M. Stevens
(Signing Officer)

_____ DEC 29 1989
(Title) (Date)

EFFECTIVE DATE OF LEASE JAN 1 1990

(Continued on reverse)

FOR LESSEE

(b) Undersigned agrees [redacted] as filed but omitted on any reason from this [redacted] ther agrees that this separate lease that may [redacted] ate lease whichever fer cannot be withdrawn [illegible] State Office before this lease, an amendment to this lease, or a separate lease, is executed by the Secretary or his delegate. vers the land described in the [illegible] on behalf of the United States.

This offer will [illegible] if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required ayments. 18 U.S.C. Sec. 1001 makes it a criminal offense for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

uly executed this ____ day of _____, 19__.

(Signature of Lessee or Attorney in-fact)

LEASE TERMS

ec. 1. Rentals.--Rentals shall be paid to proper office of lessor in advance of each lease year. nnual 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
s 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 ncludes a well capable of producing leased resources, and the plan contains a provision for llocation of production, royalties shall be paid on the production allocated to this lease. However, nnual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands ot within a participating area.

Failure to pay annual rental, if due, on or before the [illegible] of this lease (or any official working day if office is closed) shall automatically terminate the lease by operation of aw. 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 n 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 occurs. 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 not due [illegible] production which otherwise would be required for that lease year shall be paid at the end of the lease year in which royalty production ceases or is stopped pending a discovery in paying quantities. This minimum royalty may be reduced, 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. Lessee agrees that lessor may drill, or permit the drilling of, wells 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 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 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 authorize existing or future rights-of-way or easements upon or in the leased lands, including the approval of roads or right of way. Such approval 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 this 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.

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

69483-001

Serial No. _____

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, 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: Brian L Haley
Street: 621 17th St #1201
City, State, Zip Code: Denver, CO 80293

2 This application/offer/lease is for *(Check only One)* [X] PUBLIC DOMAIN LANDS [ ] ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM _____ Unit/Project _____

Legal description of land requested. *Parcel No. _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T R Meridian State County

W-124-91

234626

RECORDED September 30th 19 91 12:00 XXX M
IN BOOK 87 Opt & Lse PAGE 674
FEES $ 14.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3 Land included in lease:

T 27 N R 106 W 6th Meridian NY State Sublette County

8 ALL
9 ALL
10 ALL
11 ALL

Total acres in lease _____

Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

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

Type and primary term of lease:

[ ] Noncompetitive lease (ten years)

[ ] Competitive lease (five years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by Beverly J. Potter
(Signing Officer)

(Title)

SEP 4 1991
(Date)

EFFECTIVE DATE OF LEASE OCT 1 1991

either public domain or [redacted] lands do not exceed 246,080 acres in Federal oil and gas leases in the same State; or which not more than [redacted] is offer are located,
es in leases and 200,000 [redacted] ons in either leasing District in Alaska, (4) offeror is not [redacted] a minor under the laws of the State in which the lands c[redacted] nation requirements
offeror is in compliance with qua[redacted] ations concerning Federal coal lease holdings provided in [redacted] A) of the Mineral Leasing Act; (6) offeror is in compliance
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 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 fer 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 vers 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 ayments. 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 representations as to any matter within its jurisdiction.

uly executed this _____ day of _____, 19 ____ _____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term, thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment, or
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. On 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.

WYW124991

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.

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 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.

WYW124991

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. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

Form 3000-3a
(June 1988)

UNITED STATES 679
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-62791

RECEIVED
SEP 13 1991
ENRON-DENVER

Oasis Prospect
0050384-000

234630

Type or print plainly in ink and sign in ink.

RECORDED September 30 1991 1:55 P.M
IN BOOK 80 Oil & Gas PAGE 679
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Brenda L. Walker

PART A: TRANSFER

1. Transferee (Sublessee)* Enron Oil & Gas Company
   Street P.O. Box 1188
   City, State, ZIP Code Houston, Texas 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	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 111 West Section 31: Lots 1, 2, 3, 4, E½W½, W½SE¼ Containing 659.12 acres, more or less Sublette County, Wyoming	19.200206% of 8/8ths	5.760062% of 8/8ths 13.440144% of 8/8ths		-0-	7.0%
Limited to only those depths between 100 feet below the stratigraphic equivalent of the base of the Bear River formation to the stratigraphic equivalent of 11,200' being the total depth drilled in the Figure Four Canyon #6-31 well located SW¼NE¼ of Section 31, Township 28 North, Range 111 West, Sublette County, Wyoming.					
This assignment is subject to that certain Farmout Agreement dated July 28, 1988, as amended, by and between General Atlantic Energy Corporation and Enron Oil & Gas Company, and to that certain Ratification of Farmout Agreement dated August 11, 1988, as amended, by and between Energetics Operating Company and 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 ASSIGNEE

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 SEP 01 1991

By /s/ Pamela J. Lewis (Authorized Officer) SUPERVISORY LAND LAW EXAMINER (Title) SEP 11 1991 (Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

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

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

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

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

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

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

8. Upon approval of a transfer of operating rights (sublease) the sublessee is responsible for all lease obligations under the lease ri[illegible] red to the sublessee.

geothermal lease a[redacted]

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.

[redacted] Documentation for public information in support of [redacted]ade 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 6th day of August, 19 91
but effective November 15, 1988.

Name of Transferor Kaiser-Francis Oil Company
Please type or print

BY: George B. Kaiser
George B. Kaiser, President (Signature)

ATTEST: Eric C. Lowe
Eric C. Lowe, Assistant Secretary (Signature)

P.O. Box 21468
(Transferor's Address)

Tulsa, Oklahoma 74121-1468
(City) (State) (Zip Code)

Executed this 13th day of August, 19 91

ENRON OIL & GAS COMPANY

Transferee

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

68C

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United States Department of the Interior

BUREAU OF LAND MANAGEMENT
ROCK SPRINGS DISTRICT OFFICE
P.O. BOX 1869
ROCK SPRINGS, WYOMING 82902-1869

RECEIVED
SEP 20 1991
ENRON-DENVER

TAKE PRIDE IN AMERICA

3105.2 (411g)

September 17, 1991

Enron Oil & Gas Company
c/o Debra A. March
1801 California Street, Suite 3400
Denver, Colorado 80202-2634

Re: Communitization Agreement WYW122581
Lincoln and Sublette Counties, Wyoming

Gentlemen:

Communitization Agreement WYW122581 was approved May 2, 1991, effective October 1, 1989, communitizing all rights as to natural gas and associated liquid hydrocarbons producible from the Bear River (Muddy) and Frontier Formations.

In response to your request of June 12, 1991, this C.A. is being amended to add the Baxter Formation. This amendment is approved September 17, 1991, effective May 1, 1991. Enclosed are copies of the revised Determination-Approval-Certification page, the first page of the communitization agreement and Wyoming Oil and Gas Conservation Commission spacing docket No. 74-89 which are to be attached to and made a part of Communitization Agreement WYW122581.

Please furnish all interested principals with whatever evidence of this approval you deem appropriate.

Sincerely,

Robert H. Chase
Chief, Oil and Gas
Mineral Resources

Enclosures

234631

RECORDED September 30 19 91 2:00 P M
IN BOOK 87 Misc Y & L PAGE 681
FEES $ 15.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Wilkie

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 26 North, Range 113 West, 6th P.M.
Section 4: Lots 3 and 4
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 33: S/2SW/4
Sublette County, Wyoming

as to natural gas and associated liquid hydrocarbons producible from the Bear River (Muddy), Frontier and Baxter formations. This approval will become invalid if 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: SEP 17 1991 Robert H. Chase

Effective: MAY -1 1991

Authorized Officer
Robert H. Chase
Chief, Oil and Gas
Bureau of Land Management
Rock Springs, Wyoming

Contract No.: Com. Agr. WYW122581

Communitization Agreement

Contract No. WYW122581

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 26 North, Range 113 West, 6th P.M.
Section 4: Lots 3 and 4
Lincoln County, Wyoming

Township 27 North, Range 113 West, 6th P.M.
Section 33: S/2SW/4
Sublette County, Wyoming

containing 155.80 acres, and this agreement shall include only the Bear River (Muddy), Frontier and Baxter formations underlying said lands and the natural gas and associated liquid hydrocarbons hereinafter referred to as "communitized substances", producible from such formation(s).

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 FROM THE COMMISSION ESTABLISHING DRILLING AND SPACING UNITS FOR THE PRODUCTION OF OIL, GAS, AND ASSOCIATED HYDROCARBONS FROM THE BAXTER FORMATION UNDERLYING NUMEROUS SECTIONS IN TOWNSHIPS 26 AND 27 NORTH, RANGE 113 WEST, SOUTH HOGSBACK/LABARGE AREAS, LINCOLN AND SUBLETTE COUNTIES, WYOMING	CAUSE NO. 1 ORDER NO. 20 DOCKET NO. 74-89

APPEARANCES:

THOMAS F. REESE, ATTORNEY REPRESENTING ENRON OIL AND GAS COMPANY

Others in attendance were the following:

ENRON OIL AND GAS COMPANY - Drew Morris
Dan Bishop - Engineer
David Herdman - Geologist

STATE OF WYOMING - Donald B. Basko,
Oil and Gas Supervisor
Charles W. Farmer,
Petroleum Engineer
Richard D. Marvel,
Petroleum Engineer
Joe Scott,
Sp. Ass't Attorney General

REPORT OF THE COMMISSION

This cause came on regularly for hearing before the Wyoming Oil and Gas Conservation Commission at 4:12 P.M. on the 11th day of April 1989, 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 sized drilling and spacing units for the Baxter Formation in South Hogsback/South Labarge Field areas, Lincoln and Sublette Counties, Wyoming.

The Commission proceeded to swear the witnesses appearing on behalf of the applicant, and thereafter considered the documentary evidence offered at the hearing. As a result of said hearing, the Commission makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. Enron is the owner of certain operating rights in Sections 28, 32, and 33, Township 27 North, Range 113 West, and Sections 4, 5, 8, and 9, Township

26 North, Range 113 West, South Hogsback/South LaBarge Field areas, Lincoln and Sublette Counties, Wyoming, hereinafter designated as the subject land. Oil and gas leasehold ownership is shown on Enron's Exhibit No. 2. Mineral ownership is shown on Enron's Exhibit No. 1, and Exhibit No. 3 shows the lease boundaries.

2. Information contained in Enron's exhibits is true and accurate.

3. The Baxter Formation underlying the subject land is a pool as defined in W.S. §30-5-101(a)(iii), and produces gas and associated hydrocarbons.

4. In Docket No. 252-88, this Commission entered an order providing for drilling units of various sizes, but with one well per 80-acres, for the Frontier and Bear River Formations underlying much of the subject land. Many of the units Enron wants to establish for the Baxter Formation are the same as established for the Frontier and Bear River Formations. Enron intends to commingle production from the various formations in one well, where it can do so.

5. Reservoir data contained in Enron's Exhibits 12 through 20 is true and accurate.

6. The Baxter reservoir is tight. If Enron is unable to commingle Baxter production with that of other formations, the Baxter gas might not be produced because it would not justify the cost of separate wells to the Baxter Formation. However, it can be economically produced if commingled with gas from other formations in wells that would be drilled to those other formations anyway.

CONCLUSIONS OF LAW

1. Due and legal notice of time, place and purpose of this hearing has been given 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. The testimony adduced at the hearing shall be transcribed and copies thereof may be obtained from the court reporter by any interested parties.

4. W.S. §30-5-104(a)(iv) gives the Commission the authority to establish drilling units giving the owner the opportunity to drill for and produce as a prudent operator his just and equitable share of the oil or gas or both in a pool, insofar as it practical to do so without waste. This order does so.

5. The maximum area that can be efficiently drained in one well in the

Baxter Formation underlying the subject land averages 74 acres. The drilling units herein established are not smaller than the maximum area that can be efficiently drained by one well in the area covered by the drilling unit.

6. Waste is prohibited, W.S. §30-5-102(a).

7. Drilling units herein established will protect correlative rights and prevent waste.

8. W.S. §30-5-109 provides that there shall be one well on a drilling unit. However, additional wells may be authorized where reasonably necessary to prevent waste or to protect correlative rights. We note this order allows more than one well on some drilling units. However, this is reasonably necessary to prevent waste and to protect correlative rights.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that drilling and spacing units be and hereby are established for the Baxter Formation underlying Sections (23), 32, and 33, Township 27 North, Range 113 West, and Sections 4, 5, 8, and 9, Township 26 North, Range 113 West, South Hogsback/South LaBarge Field areas, Lincoln and Sublette Counties, Wyoming, to wit:

Unit No. 1-Section 28: S½NW¼, Township 27 North, Range 113 West
Unit No. 2-Section 28: SW¼NE¼, NW¼SE¼ Township 27 North, Range 113 West
Unit No. 3-Section 28: SW¼SE¼, SE¼SW¼ Township 27 North, Range 113 West
Unit No. 4-Section 33: S½NW¼, Township 27 North, Range 113 West
Unit No. 5-Section 33: N½SW¼, Township 27 North, Range 113 West
Unit No. 6-Section 28: N½SW¼, SW¼SW¼, Township 27 North, Range 113 West
Unit No. 7-Section 33: N½NW¼, NW¼NE¼ Township 27 North, Range 113 West
Unit No. 8-Section 33: S½NE¼, N½SE¼, Township 27 North, Range 113 West
Unit No. 15-Section 32: N½NE¼, Township 27 North, Range 113 West
Unit No. 16-Section 32: SW¼NE¼, NW¼SE¼ Township 27 North, Range 113 West
Unit No. 9-Section 33: S½SE¼, Township 27 North, Range 113 West, Sublette County
Section 4: Lots 1 and 2, Township 26 North, Range 113 West, Lincoln County
Unit No. 10-Section 33: S½SW¼, Township 27 North, Range 113 West, Sublette County
Section 4: Lots 3 and 4, Township 26 North, Range 113 West, Lincoln County
Unit No. 17-Section 32: S½SE¼, Township 27 North, Range 113 West, Sublette County
Section 5: Lots 1 and 2, Township 26 North, Range 113 West, Lincoln County
Unit No. 11-Section 4: Lots 7, 8, 9, and 10, Township 26 North, Range 113 West
Unit No. 12-Section 4: SE¼, Township 26 North, Range 113 West
Unit No. 13-Section 9: NE¼, Township 26 North, Range 113 West
Unit No. 14-Section 9: SE¼, Township 26 North, Range 113 West
Unit No. 18-Section 5: Lots 7, 8, 9, 10, and SE¼, Township 26 North, Range 113 West
Unit No. 19-Section 4: SW¼, Lots 5, 6, 11, and 12, Township 26 North, Range 113 West
Unit No. 20-Section 8: E½, Township 26 North, Range 113 West
Unit No. 21-Section 9: W½, Township 26 North, Range 113 West

Unit No. 22-Section 8: E½NW¼, Township 26 North, Range 113 West

IT IS FURTHER ORDERED that wells shall be located no closer than 460' from the drilling and spacing unit boundary, and no closer than, 1,120' from the nearest well capable of producing in paying quantities from the Baxter Formation.

IT IS FURTHER ORDERED that there shall be only one well producing from the Baxter Formation on Unit Nos. 1, 2, 3, 4, 5, 15, 16, and 22.

IT IS FURTHER ORDERED that there shall be only two wells on Unit Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, and 17 with the presently drilled Baxter wells in drilling units 6, 9, and 12, more specifically described in the application, being one of the two permitted wells in each of those units.

IT IS FURTHER ORDERED that there shall be only four wells on Unit Nos. 18, 19, 20, and 21.

DATED this 17th day of April 1989.

HYOMING OIL AND GAS
CONSERVATION COMMISSION

/S/ Howard M. Schrinar
Mr. Howard M. Schrinar,
Commissioner

/S/ Eddie Moore
Mr. Eddie Moore,
Commissioner

/S/ Gene R. George
Mr. Gene R. George,
Commissioner

REC [redacted] 87 Oil & Gas PAGE 1001
IN BOOK
FEES $12.00 Mary L. Lonkford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By: Carol A. Cheeney, deputy

ASSIGNMENT OF BONUSES, RENTALS AND ROYALTIES

-OIL, GAS AND MINERALS-

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS HIGH MOUNTAIN RANCHES, INC., a Wyoming corporation, of 150 Glover Avenue, Norwalk, Connecticut 06856, hereinafter called the "Owner", have executed a Note to the METROPOLITAN LIFE INSURANCE COMPANY, of One Madison Avenue, New York, New York, hereinafter called the "Company", in the amount of $3,400,000.00, dated September 25, 1991, secured by a First Mortgage of the same date covering the following described premises located in Sublette County, Wyoming:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

AND, WHEREAS, said premises are now leased for oil, gas and mineral development, or are about to be so leased, and the Owner desires to assign to the Company all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s), with the right at its option to demand and receive the same at any time and apply same on said Note and Mortgage and for taxes, insurance and repairs.

NOW, THEREFORE, in consideration of the premises and the sum of $1.00, receipt of which is hereby acknowledged, the Owner assigns to the Company all bonuses, delay rentals, royalties and other benefits accruing under said oil, gas and mineral lease(s) and under all future oil, gas and mineral leases made during the term of the mortgage with the right at its option to demand and receive the same at any time, and apply the same on said Note and Mortgage and for taxes, insurance and repairs.

PROVIDED, HOWEVER, that all bonuses, delay rentals and royalties and other benefits accruing under any and all oil, gas and mineral leases are to be paid to the Owner unless and until the Company gives written notice of a default by the Owner under the terms of the Mortgage or the Note secured thereby. Once such written notice has been given by the Company, the Company shall be entitled to receive any and all such payments. If any such default is timely cured, all assigned payments shall continue to be paid to the Owner.

The word "Mortgage" as used in this assignment shall be construed to include Deed of Trust. The word "Owner" shall be construed to mean the person, or persons, who execute this assignment as owner, whether one or more, and also the heirs, devisees, personal representatives, successors and assigns of the Owner. The word "Company" shall be construed to include the successors and assigns of the Company.

This assignment is to remain in force during the term of said Note and Mortgage, and any renewal or extension thereof, and is to terminate and become null and void upon the release of said mortgage.

PH. Rel. Bk 18 Pg. 292 11/25/96

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IN WITNESS WHEREOF, the Owner has signed this instrument this 25th day of September, 1991.

(SEAL)

HIGH MOUNTAIN RANCHES, INC.
a Wyoming corporation

Leon C. Hirsch
President

Turi Hirsch a/k/a Turi Josefsen
Secretary

STATE OF Connecticut)
) SS
COUNTY OF Fairfield)

On this 27th day of September, 1991, before me, the undersigned, a Notary Public for the State of Connecticut, personally appeared
LEON C. HIRSCH and TURI HIRSCH a/k/a TURI JOSEFSEN, known to me to be the President and Secretary respectively of HIGH MOUNTAIN RANCHES, INC., a Corporation, who executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)

Notary Public in and for the
State of Connecticut
Residing at Danbury
My commission expires 3/31/95

EXHIBIT "A"

TOWNSHIP 33 NORTH, RANGE 112 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 20: S1/2S1/2
Section 21: S1/2NE1/4, SE1/4NW1/4, NE1/4SW1/4, SE1/4
Section 22: SW1/4, SW1/4SE1/4
Section 27: N1/2NW1/4
Section 28: N1/2N1/2
Section 29: N1/2N1/2

TOWNSHIP 33 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 3: SW1/4SW1/4
Section 4: Lots 3, 4, S1/2NW1/4, S1/2
Section 5: Lots 1, 2, 3 and 4, S1/2N1/2, S1/2 (ALL of Section)
Section 6: Lots 1, 2, 3, 4, 5, 6 and 7, S1/2NE1/4, SE1/4NW1/4, SE1/4, E1/2SW1/4 (ALL of Section)
Section 7: Lot 1 (or NW1/4NW1/4), NE1/4, E1/2NW1/4, N1/2SE1/4, NE1/4SW1/4
Section 8: N1/2, N1/2S1/2, SE1/4SE1/4
Section 9: ALL of Section
Section 10: S1/2NE1/4, NW1/4, S1/2 **EXCEPTING THEREFROM** that part of the S1/2NE1/4 of Section 10, Township 33 North, Range 113 West, Sublette County, Wyoming, described as follows: Beginning at a point on the north line of the said S1/2NE1/4 S.89°54'W., 18.5 feet from the northeast corner of the SE1/4NE1/4 of said Section 10 where is found a quartzite stone 18" x 10"x8" marked 1/16 on W, ss on E with mound of stone to W; thence continuing S.89°54'W., 1746.7 feet along the said north line to a point under a fence; thence S.39°25'E., 604.5 feet along the existing fence to a fence corner; thence N.74°33'E., 1412.5 feet along the existing fence to a fence corner; thence N.00°54'E., 93.8 feet along the existing fence to the point of beginning.
Section 14: W1/2W1/2
Section 15: ALL of Section
Section 17: E1/2NE1/4
Section 24: SW1/4NW1/4, N1/2SW1/4, SE1/4 and a tract of land located in the S1/2SW1/4 of Section 24, Township 33 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the Northeast corner of the S1/2SW1/4 of said Section 24, thence S.00°03'55"E., along the east line of the S1/2SW1/4, a distance of 849.77 feet, to a point on the centerline of Sublette County Road No. 23-117; thence, N.71°38'55"W., along the centerline of said road, a distance of 2453.89 feet; thence, N.58°18'55"W., continuing along the centerline of said road, a distance of 209.11 feet, to a point on the north line of the S1/2SW1/4; thence, S.89°15'12"E., along the north line of the S1/2SW1/4, a distance of 2506.29 feet, to the northeast corner of the S1/2SW1/4, the point of beginning.

EXCEPTING THEREFROM a tract of land located in the SW1/4SE1/4 of Section 24, Township 33 North, Range 113 West of the 6th P.M., Sublette County, Wyoming, described as follows:

Beginning at the southwest corner of the SW1/4SE1/4 of said Section 24, thence, N.00°03'55"W., along the west line of the SW1/4SE1/4, a distance of 472.01 feet, to a point on the centerline of Sublette County Road No. 23-117; thence S.71°38'55"E., along the centerline of said road, a distance of 1122.61 feet; thence S.66°44'55"E., continuing along the centerline of said road, a distance of 281.51 feet, to a point on the east line of the SW1/4SE1/4; thence, S.00°01'57"E., along the east line of the SW1/4SE1/4, a distance of 22.48 feet, to the southeast corner of the SW1/4SE1/4; thence, N.89°20'55"W., along the south line of the SW1/4SE1/4, a distance of 1323.72 feet, to the southwest corner of the SW1/4SE1/4, the point of beginning.

EXHIBIT "A" - continued

TOWNSHIP 33 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 1: Lots, 1, 2, 3, 4, S1/2N1/2, S1/2 (ALL of Section)
Section 12: NE1/4, N1/2NW1/4, SW1/4NW1/4 "

TOWNSHIP 34 NORTH, RANGE 113 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 17: ALL of Section
Section 18: Lots 1, 2, 3 and 4, E1/2, E1/2W1/2 (ALL of Section)
Section 19: Lots 1, 2, 3 and 4, E1/2, E1/2W1/2 (ALL of Section)
Section 20: ALL of Section
Section 21: ALL of Section
Section 22: W1/2
Section 29: W1/2, SW1/4NE1/4, W1/2SE1/4
Section 30: Lots 1, 2, 3 and 4, E1/2, E1/2W1/2 (ALL of Section)
Section 31: Lots 1, 2, 3 and 4, E1/2, E1/2W1/2 (ALL of Section)
Section 32: ALL of Section
Section 33: SW1/4.

TOWNSHIP 34 NORTH, RANGE 114 WEST OF THE 6TH P.M., SUBLETTE COUNTY, WYOMING

Section 24: ALL of Section
Section 25: ALL of Section
Section 26: ALL of Section
Section 35: ALL of Section

[redacted]

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED Oct 4, 1991 [redacted] o'cl M
IN BOOK 87 Oil & Gas PAGE 692
FEES $10.00 Nancy L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
BY: Carol A. Cheeney, deputy

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of July 1, 1991 at 7:00 a.m., Mountain Daylight Time (the "Effective Time"), is from MAXUS EXPLORATION COMPANY, a Delaware corporation, with an address at P. O. Box 400, Amarillo, Texas 79188 ("Assignor"), to EQUITABLE RESOURCES ENERGY COMPANY, a West Virginia corporation, with an address at 330 Grant Street, Pittsburgh, Pennsylvania 15219 ("Assignee").

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 all of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"), subject to the reservations set forth below:

(1) The mineral interests described in Exhibit A attached hereto (the "Mineral Interests") and the leasehold estates created by the oil and gas leases described in Exhibit A (the "Leases"); together with all the property and rights incident thereto (including coalbed methane, if any), including, to the extent transferable, all agreements, product purchase and sale contracts, surface leases, salt water disposal leases, equipment leases, permits, gathering lines, rights-of-way, easements, licenses, farmouts and farmins, options, orders and all other agreements relating thereto (including without limitation pooling, spacing, communitization, unitization, consolidation and operating agreements); and together with all royalty interests, reversionary interests, overriding royalty interests, production payments and other payments out of or measured by the value of oil and gas production;

(2) The oil and gas wells and salt water disposal wells described in Exhibit B attached hereto (the "Wells"), together with all oil, gas and mineral production from the Wells; and

(3) All of the personal property, fixtures and improvements (excluding vehicles) appurtenant to the Wells, the Mineral Interests or the Leases, or used or obtained in connection with the operation of the Wells, the Mineral Interests or the Leases or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto as of the Effective Time, including without limitation, well equipment, casing, tanks, meters, boilers, tubing, compressors, pumps, motors, machinery and other equipment, power lines, telephone and telegraph lines, road, field processing equipment and all other property used or useful in the operation thereof.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever; provided, however, that THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, except that Assignor warrants (for the benefit of Assignee personally and its successors by merger, acquisition or corporate reorganization, but not to any subsequent assignee of all or any portion of the Interests) that the Interests are free and clear of all liens, encumbrances, burdens, claims and defects of title arising by, through and under Assignor, but not otherwise. This special limited warranty is not a covenant running with the land but is personal to Assignee and shall terminate and no claim

hereunder may be made after the date of any assignment or other disposition of the Interests by Assignee, as to that portion of the Interests so assigned or disposed of.

This Assignment is expressly made and accepted subject to those terms and conditions of that certain unrecorded Purchase and Sale Agreement dated September 4, 1991 between Assignor and Assignee. In the event of any conflict or inconsistency between the provisions of this Assignment and such Purchase and Sale Agreement, the latter shall control.

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.

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 for the special limited warranty set forth above, the Interests are assigned to Assignee without recourse, covenant or warranty of any kind, express, implied or statutory except as expressly stated in the Purchase and Sale Agreement. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (2) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (3) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (4) ANY IMPLIED OR EXPRESS WARRANTY OF TITLE, OTHER THAN THE LIMITED WARRANTY TO ASSIGNEE SET FORTH ABOVE.

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 made by Assignor to Assignee on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain the special limited warranty and all of the exceptions, reservations, rights to enforce covenants and warranties (if any) against Assignor's predecessors in title, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

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 describes property located in that county. Assignor and Assignee have each retained a counterpart of this Assignment, Bill of Sale and Conveyance with a complete set of Exhibits A and B.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns, except for the limited special warranty which shall not inure to the benefit of Assignee's assigns.

EXECUTED this 27th day of September, 1991, to be effective for all purposes as of the Effective Time.

ATTEST:

MAXUS EXPLORATION COMPANY

By: _____
Gordon E. Coe,
Assistant Secretary

(SEAL)

By: _____
Steven G. Crowell,
President

EQUITABLE RESOURCES ENERGY COMPANY

ATTEST:

By: _____
H. E. Reich, Jr.,
Assistant Secretary

(SEAL)

By: _____
H. E. Gardner, Jr.,
President

STATE OF TEXAS §
§ ss.:
COUNTY OF DALLAS §

THE FOREGOING instrument was acknowledged before me by Steven G. Crowell, as President of MAXUS EXPLORATION COMPANY, a Delaware corporation, on behalf of the corporation, this 27th day of September, 1991.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

12-13-94

NONNIE CHATMAN
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-13-94

STATE OF TEXAS §
§ ss.:
COUNTY OF DALLAS §

THE FOREGOING instrument was acknowledged before me by H. E. Gardner, Jr., as President of EQUITABLE RESOURCES ENERGY COMPANY, a West Virginia corporation, on behalf of the corporation, this 27th day of September, 1991.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

12-13-94

NONNIE CHATMAN
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-13-94

GC5089

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LEASE NUMBER	LESSOR	DESCRIPTION	LEASE DATE MO DY YR	VOLUME	PAGE
56-002872-000	FLS # W-82326	PT OF GREEN RIVER RIPARIAN TO LT 6(7.44) SEC 25-28N-112W-6PM PT OF GREEN RIVER RIPARIAN TO LTS 1,2 SEC 35-28N-112W-6PM	3 1 1983		
56-007738-000	FLS # W-15747	LTS 1(40.15), 2(40.03), 3(39.93), 5(18.45), 6(16.12), 7(9.41), SENW, S/2NE SEC 2-27N-112W-6PM	11 1 1968		
56-007798-000	STATE OF WYOMING # 66-15523	ALL SEC 36-27N-112W-6PM	10 2 1966	48	143
56-007814-000	FLS # W-2108	W/2W/2 SEC 24-27N-112W-6PM W/2 SEC 25-27N-112W-6PM	11 1 1966		
56-007977-000	FLS # W-15340	E/2 SEC 24-27N-112W-6PM	10 1 1968		
56-008907-000	FLS # W-021953-A	LT 9 SEC 35-28N-112W-6PM	8 1 1953		
56-008908-000	YOSE CATTLE COMPANY-B	LOT 8(35.13), NWSE SEC 35-28N-112W-6PM, INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS	12 17 1981	64	76

495

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

LEASE NUMBER	LESSOR	DESCRIPTION	LEASE DATE MO DY YR	VOLUME	PAGE
56-008909-000	WATERS, VIOLA, WIDOW	LTS 6(37.46), 7(19.80), 10(9.58), 11(39.22) SEC 35-28N-112W-6PM AND THE BED OF THE GREEN RIVER RIPARIAN THERETO LT 4(13.51) SEC 2-27N-112W-6PM AND THE BED OF THE GREEN RIVER RIPARIAN THERETO	3 17 1981	61	508
56-009677-000	FLS # W-3776	E/2 SEC 25-27N-112W-6PM W/2W/2 SEC 13-27N-112W-6PM	2 1 1967	41	445

EXHIBIT "B"
SUBLETTE COUNTY, WYOMING

FIELD NAME	WELL NAME	WORKING INTEREST		NET REVENUE INTEREST		LOCATION
		BPO	APO	BPO	APO	
BIRD CANYON	SPLIT RIVER 24-35 (SI)	0.3539940	0.2155642	0.2670198	0.1704555	SESW SEC 35-28N-112W
	SPLIT RIVER 31-2	0.3000000	0.2800000	0.2450000	0.2310000	NWNE SEC 2-27N-112W
	STATE #33-36 (NC)	0.0000000	0.1250000	0.0000000	0.1021875	NWSE SEC 36-27N-112W
	STATE #41-36	0.0000000	0.1250000	0.0156250	0.1021875	NENE SEC 36-27N-112W
	YOSE CATTLE COMPANY #40-35	0.0750000	0.0581250	0.0614062	0.0494062	NWSE SEC 35-28N-112W

[redacted] **ROYALTY CONVEYANCE** [redacted]

THE STATE OF WYOMING)(
)(**KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF SUBLETTE

1.That Traci Dawn Cowdin

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, and JEH INTERESTS, Post Office Box 1747, 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 Wyoming) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette, State of Wyomong, to-wit:

All of 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 tc 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 23 day of September ,19 91

Tracy Dawn Cowdin ~~520-02-1593~~

Tracy Dawn Cowdin S.S.#

520-02-1593

S.S.#

234711

RECORDED October 8 IN 91 9:00 A.M.
IN BOOK 87 Oil & Gas PAGE 698
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

699

SINGLE ACKNOWLEDGEMENT

STATE OF Wyoming

COUNTY OF Carbon

This instrument was acknowledged before me on Sept. 23

19 91 **by** Traci Dawn Cowdin.

(Seal) MARY COOPER - Notary Public
County of Carbon State of Wyoming
My Commission Expires Aug. 23, 1993

NOTARY SIGN HERE: Mary C. Cooper

Notary Public, State of Wyoming

Notary's name printed below:
MARY C. Cooper

My commission expires: Aug. 23, 1993

SINGLE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____.

(Seal) **NOTARY SIGN HERE:** _____

Notary Public, State of _____

Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____.

(Seal) **NOTARY SIGN HERE:** _____

Notary Public, State of _____

Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____ **and** _____.
husband and wife.

(Seal) **NOTARY SIGN HERE:** _____

Notary Public, State of _____

Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CO[redacted]321

[redacted] **ROYALTY C[redacted]EYANCE** [redacted]

THE STATE OF WYOMING)(
)(**KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF SUBLETTE

1.That Stephanie Lael Cowdin

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, and JEH INTERESTS, Post Office Box 1747, 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 Wyoming) in and under, and that may be produced and mined from the following described lands situated in the County of Sublette, State of Wyomong, to-wit:

All of 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 23 day of September ,19 91

Stephanie Lael Cowdin
Stephanie Lael Cowdin S.S.#

520-08-9406
S.S.#

234712

RECORDED October 8 IN 91 9:00 A.M.
IN BOOK 87 Oil & Gas PAGE 700
FEES $ 8.00 _COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

700

701

SINGLE ACKNOWLEDGEMENT

STATE OF Wyoming

COUNTY OF Carbon

This instrument was acknowledged before me on Stephanie Lael Cowdin on Sept 23

19 91 **by** Stephanie Lael Cowdin.

(Seal)

MARY C. COOPER - Notary Public
County of Carbon
State of Wyoming
My Commission Expires Aug. 23, 1993

NOTARY SIGN HERE: Mary C Cooper

Notary Public, State of Wyoming

Notary's name printed below:
MARY C Cooper

My commission expires: Aug. 23, 1993

SINGLE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____.

(Seal)

NOTARY SIGN HERE: _____

Notary Public, State of _____

Notary's name printed below:

_____

My commission expires: _____

SINGLE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____.

(Seal)

NOTARY SIGN HERE: _____

Notary Public, State of _____

Notary's name printed below:

_____

My commission expires: _____

JOINT ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____

19 ____ **by** _____ **and** _____.
husband and wife.

(Seal)

NOTARY SIGN HERE: _____

Notary Public, State of _____

Notary's name printed below:

_____

My commission expires: _____

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CO[redacted]21

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that ELBERT H. MCFADDEN and LUCILLE S. MCFADDEN, husband and wife, as Assignors, hereinafter called "McFadden" for and in consideration of One and No/100 Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto "ELBERT H. MCFADDEN and LUCILLE S. MCFADDEN, Trustees, or their successor(s) in trust, under the ELBERT H. MCFADDEN LIVING TRUST, and any amendments thereto, dated October 2, 1991", as Assignees, hereinafter called "Trust" effective as of October 2, 1991, all of McFadden's right, title and interest in and to that certain Assignment of Oil and Gas Lease dated the 27th day of February, 1982, by and between Mary Lu Matylinski and Clem Matylinski, husband and wife, Assignors, and Elbert H. McFadden and Lucille S. McFadden, husband and wife, Assignees, which Assignment of Oil and Gas Lease was recorded in the Office of the County Clerk within and for Sublette County, Wyoming, on March 12, 1982, in Book 64 Oil and Gas, Page 441, covering the following described property, to-wit:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 4: SE/4NW/4, E/2SW/4
Section 9: NE/4NW/4, W/4SE/4NW/4, W/4NE/4SW/4
EXCEPTING THEREFROM THAT PART OF THE FOLLOWING described tract situated in the W/2NE/4SW/4 of Section 9, T. 32 N., R. 108 W., in that part of the N/2SW/4 of said Section 9 described as follows: Beginning at Station 6+32.7 on the east right of way line of State Highway 187 where is found a 6"x6" concrete post with brass cap inscribed "STATE HIGHWAY R-O-W MARKER P.C. Sta. 6+32.7 El." and is N. 36°16' E., 1940.4 feet from the southwest corner of said Section 9 where is found a quartzite stone 11"x10"x5" above ground marked ≋ on S and E, B on N; thence N. 16°35' W., 685.3 feet along the said right of way line to a point; thence N. 60°03' E., 757.6 feet to a point; thence S. 00°50' W., 1294 feet, more or less, to the south line of the said N/2SE/4; thence along the said south line N. 89°42' W., 370 feet, more or less, to the said east right of way line; thence northerly along the said right of way line 264 feet, more or less, being the arc of a curve whose radius is 3183 feet to the place of beginning.

Dated this 22nd day of October, 1991.

Elbert H. McFadden
ELBERT H. MCFADDEN

Lucille S. McFadden
LUCILLE S. MCFADDEN

234718

RECORDED October 8 19 91 10:00 AM
IN BOOK 87 Oil & Gas PAGE 702
FEES $ 8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

The foregoing instrument was acknowledged before me this 22nd day of October, 1991, by ELBERT H. MCFADDEN and LUCILLE S. MCFADDEN, husband and wife.

Witness my hand and official seal.

My commission expires:

THEDA A. KNUDSEN - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 1, 1993

Thea A Knudsen
Notary Public

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that ELBERT H. MCFADDEN and LUCILLE S. MCFADDEN, husband and wife, as Assignors, hereinafter called "McFadden" for and in consideration of One and No/100 Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto "ELBERT H. MCFADDEN and LUCILLE S. MCFADDEN, Trustees, or their successor(s) in trust, under the ELBERT H. MCFADDEN LIVING TRUST, and any amendments thereto, dated October 2, 1991", as Assignees, hereinafter called "Trust" effective as of October 2, 1991, all of McFadden's right, title and interest in and to that certain Assignment of Oil and Gas Lease dated the 19th day of February, 1982, by and between Carroll D. McIntosh and Rachel E. McIntosh, husband and wife, Assignors, and Elbert H. McFadden and Lucille S. McFadden, husband and wife, Assignees, which Assignment of Oil and Gas Lease was recorded in the Office of the County Clerk within and for Sublette County, Wyoming, on March 12, 1982, in Book 64 Oil and Gas, Page 443, covering the following described property, to-wit:

Township 32 North, Range 108 West of the 6th P.M., Sublette County, Wyoming:

Section 4: SE/4NW/4, E/2SW/4
Section 9: NE/4NW/4, W/4SE/4NW/4, W/4NE/4SW/4
EXCEPTING THEREFROM THAT PART OF THE FOLLOWING described tract situated in the W/2NE/4SW/4 of Section 9, T. 32 N., R. 108 W., in that part of the N/2SW/4 of said Section 9 described as follows: Beginning at Station 6+32.7 on the east right of way line of State Highway 187 where is found a 6"x6" concrete post with brass cap inscribed "STATE HIGHWAY R-0-W MARKER P.C. Sta. 6+32.7 El." and is N. 36°16' E., 1940.4 feet from the southwest corner of said Section 9 where is found a quartzite stone 11"x10"x5" above ground marked ≈ on S and E, B on N; thence N. 16°35' W., 685.3 feet along the said right of way line to a point; thence N. 60°03' E., 757.6 feet to a point; thence S. 00°50' W., 1294 feet, more or less, to the south line of the said N/2SE/4; thence along the said south line N. 89°42' W., 370 feet, more or less, to the said east right of way line; thence northerly along the said right of way line 264 feet, more or less, being the arc of a curve whose radius is 3183 feet to the place of beginning.

Dated this 2nd day of October, 1991.

Elbert H. McFadden
ELBERT H. MCFADDEN

Lucille S. McFadden
LUCILLE S. MCFADDEN

234719

RECORDED October 8 19 91 10:00 A.M.
IN BOOK 87 Oil & Gas PAGE 704
FEES $5.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

The foregoing instrument was acknowledged before me this 29th day of October, 1991, by ELBERT H. MCFADDEN and LUCILLE S. MCFADDEN, husband and wife.

Witness my hand and official seal.

My commission expires:

THEDA A. KNUDSEN - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 1, 1993

Notary Public

[redacted] BUREAU OF LAND MA[redacted]ENT

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)

[redacted]

Lease Serial No.
WYW-124444

Lease Effective Date (Anniversary Date)
July 1, 1991

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*: Sierra Energy Company (33.3333%)
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

This assignment conveys the following interest:

Land Description (a)	Percent of Interest Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests Reserved (e)	Previously reserved or conveyed (f)
Township 32 North, Range 113 West, 6th P.M. Section 29: All Sublette County, Wyoming Containing 640 acres, more or less	100%	66.6666%	33.3334%	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.

234720

RECORDED October 8 19 91 10:15 AM
BOOK 87 Oil & Gas PAGE 706
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective OCT 01 1991

SUPERVISORY LAND LAW EXAMINER SEP 25 1991

/s/ BEVERLY J. POTEET

FOR ASSIGNOR

ACKNOWLEDGMENT (For use by Corporation)

State of NEVADA }
County of WASHOE } ss.

On this 21st day of August A. D. 1991 before me personally appeared RICHARD G. FORTMANN to me personally known, who, being by duly sworn, did say that he is the President of Sierra Energy Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said RICHARD G. FORTMANN acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 21st day of August A. D. 1991

(SEAL)

REBECCA M. ARMER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES JAN. 20, 1995

Rebecca M. Armer
Notary Public

My Commission expires January 20, 1995

707

Flying J Oil & Gas Inc. (33.3333%)
333 Center Street, PO Box 540180
North Salt Lake, Utah 84127-0523

STATE OF OKLAHOMA)
) ss.
COUNTY OF CARTER)

On this 1st day of August, 1991, before me personally appeared James C. Woodson, to me personally known, who 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
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 1st day of August, 19 91

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

1660 Lincoln Street, Suite 3000
(Assignor's Address)

Denver CO 80264
(City) (State) (Zip Code)

1
2
3
4

Executed this 21 day of AUGUST, 1991

Assignee SIERRA ENERGY COMPANY

or

Attorney-in-fact

ATTEST: Assistant Secretary

FLYING J OIL & GAS INC.
BY: John R. Scales, Senior Vice-President

ATTEST: Jim Wilson, 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 UTAH
County of ~~SALT LAKE~~ Davis } ss.

ACKNOWLEDGEMENT (For use by Corporation)

On this 27th day of August, A.D. 19 91, before me personally appeared John R. Scales, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice-President of Flying J Oil & Gas Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John R. Scales acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 27th day of August, A.D. 19 91

(SEAL)

Notary Public
NATALIE TIMOTHY
3291 South 4440 West
West Valley, Utah 84120
My Commission Expires
September 9, 1993
State of Utah

My Commission Expires 9-9-93

Notary Public
Residing at Salt Lake County, Utah

SOC Lse [redacted]-020

00-3
88)

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

FORM [redacted]VED
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-118688

Lease Effective Date
(Anniversary Date)
January 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

ssignee*
treet
ity, State, ZIP Code

Samedan Oil Company
1660 Lincoln Street, Suite 3000
Denver, CO 80264

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 eparate attached sheet of paper.

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West Section 3: SW¼NE¼ Section 9: All Containing 680.00 acres more or less Sublette County, Wyoming This Assignment is made subject to that certain Letter Agreement dated August 14, 1991, by and between the parties hereto.	100%	100%	None	6.25%	None

ional space on reverse, if needed. Do not submit documents or agreements other than orm; such documents or agreements shall only be referenced herein.

234721

RECORDED Book 8 19 91 10:15 AM
IN BOOK 87 Oil & Gas PAGE 208
FEES $ 10.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

Assignment approved for above described lands;

☐ Assignment approved for attached land description

ignment approved effective OCT 01 1991

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

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

SUPERVISORY LAND LAW EXAMINER — (Title)

SEP 30 1991 — (Date)

FOR ASSIGNEE

Tear

PART C. GENERAL INSTRUCTIONS

Tear

REASSIGNMENT RIDER

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee agrees to notify Assignor by registered mail, at least thirty (30) days in advance of the anniversary date specified in said lease, and Assignor hereunder shall then have fifteen (15) days after receipt of such notice within which to elect to take a reassignment of said lease as to the portion thereof to be relinquished. Should Assignor hereunder elect to receive such a reassignment, same will be delivered by Assignee prior to the anniversary date of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof. Assignee's liability shall be limited to the amount paid as cash consideration for this lease.

708

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 709
[illegible] ATTACHED

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by

MAURICE W. BROWN

this 12 day Of SEPTEMBER ,19 91 .

Witness my hand and official seal.

My [illegible] expires:

ROSETTA M. DETTICH - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 16, 1991

Rosetta M. Dettich
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.

. 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).

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 12 day of Sept 1991

Name of Assignor as shown on current lease Maurice W. Brown
Please type or print

Assignor Maurice W. Brown
or (Signature)
Attorney-in-fact
(Signature)

614 South Greeley Highway
(Assignor's Address)

Cheyenne, Wyoming 82007
(City) (State) (Zip Code)

Executed this 16th day of September 19 91

SAMEDAN OIL CORPORATION

Assignee George L. DeMare
or (Signature)
Attorney-in-fact Vice President & Division General Manager
(Signature)

[illegible]

itle 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 atements or representations as to any matter within its jurisdiction.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988--673-016/95011

[redacted] [redacted] [redacted]

EXHIBIT A

Attached to and made a part of
Oil and Gas Lease Assignment

Notwithstanding anything therein to the contrary, nothing in the above-described instrument, of which this Rider is hereby made a part, shall operate, or be deemed, to diminish rights, benefits, privileges, or remedies (including, without limitation, the computation and payment of overriding royalty) to which Maurice W. Brown may now or hereafter be entitled by virtue of the overriding royalty reserved in the instrument to which this Exhibit A is attached. The acceptance by such overriding royalty owner(s) of the terms and conditions of the above-described instrument is hereby subject to and specifically conditioned upon the foregoing provision of this Rider.

Maurice W. Brown and/or its designated representatives shall have the right to review and/or audit all your records and documents concerning all transactions and payments made from productions of oil and/or gas and other hydrocarbons from the lands pertaining to this Division Order.

The overriding royalty interest herein reserved to Maurice W. Brown shall be free and clear of all costs of and for treating, handling and gathering of oil and gas. For purposes hereof, gathering shall include costs of transporting oil from the wellhead to market and costs of gathering natural gas from the wellhead to the boundaries of the land covered by the leases herein assigned. Such overriding royalty interest shall be required to bear its proportionate part of any and all reasonable costs of gathering, transportation and transmission which are incurred off the lease premises.

RATIFICATION
and
RENTAL DIVISION ORDER

WHEREAS, under date of April 17, 1991, MAE E. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, DECEASED; GORDON M. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, DECEASED; DONALD R. WASSENBERG, AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, DECEASED; AND MICKELSON LAND COMPANY, A WYOMING CORPORATION as lessor, executed and delivered to EXXON CORPORATION as lessee, an oil and gas lease which is recorded in Volume 87, Page 340, of the O&G Records of Sublette County, Wyoming, covering certain land in said County and State which is described in said lease. Reference to said lease and the record thereof is here made for all purposes.

AND WHEREAS, said lease is now owned by EXXON CORPORATION, insofar as said lease covers the following lands:

Township 32 North, Range 113 West, 6th P.M.
Sec. 7: Lot 1 (15.15 ac), Lot 2 (15.85 ac), Lot 3 (16.65 ac), Lot 7 (40.55 ac) S/2NE, SENW, N/2SE
Sec. 8: Lot 3 (14.05 ac), Lot 4 (14.55 ac), SWNW, S/2SW, W/2SE
Sec. 17: NW
Sec. 18: Lot 1 (40.76 ac), Lot 2 (40.72 ac)

Township 32 North, Range 114 West, 6th P.M.
Sec. 12: Lot 4 (16.50 ac), S/2SW, SWSE
Sec. 13: N/2N/2, SENE, SWNW

AND WHEREAS, the undersigned desire to adopt, ratify and confirm said lease insofar as it covers the right, title and interest of the undersigned in and to the above described land and to agree upon the division of interests in and to any rental payments which may be made under said lease.

NOW THEREFORE, in consideration of $1.00 (One Dollar) cash in hand paid by EXXON CORPORATION unto each of us, receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned parties hereby adopt, ratify and confirm said oil and gas lease anc recognize the full validity of the same insofar as it affects the right, title and interest of the undersigned in and to the above described land, hereby granting, leasing and letting said land subject to and in accordance with the terms and conditions set forth in said lease. For the same consideration, it is agreed: (a) The respective amounts to which each of the undersigned is entitled in any delay rental which the owner of said lease may elect to pay under said lease are as set out below opposite their respective names; and (b) The depository to which any delay rental may be paid or tendered to the credit of any rental owner signing this agreement shall be as below set opposite the name of such owner, provided that if no depository is designated herein opposite the name of any such owner, then the depository as to such owner shall remain as specified by said oil and gas lease or by subsequent amendment thereof.

CREDIT TO	ADDRESS	AMOUNT	DEPOSITORY
MAE E. MICKELSON	Box 190 Big Piney, Wyoming 83113	$567.39	First National Bank of Pinedale, Wyoming
MICKELSON LAND COMPANY	Box 190 Big Piney, Wyoming 83113	$567.39	First National Bank of Pinedale, Wyoming

None of the provisions of said oil and gas lease shall be affected or modified hereby except to the extent necessary to give effect to the provisions hereof.

The above division covers only the payment of delay rentals under said lease as to said land and does not purport to cover royalty payments or other payments provided for by said lease.

234722 [redacted]

RECORDED October 8 19 91 10:30 AM
IN BOOK 87 Oil & Gas PAGE 711
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY [redacted]DALE, WYOMING

[redacted]

[redacted] [redacted] [redacted]

This agreement shall be binding upon the heirs, devisees, personal representatives, successors and assigns of the parties hereto and each of the undersigned hereby releases and waives any and all rights under and by virtue of the homestead exemption laws of said state. This instrument is binding on all of the undersigned regardless of whether all parties named in the above division of interests or all interest owners join in its execution.

WITNESS our hands and seals this 4th day of September, 1991.

Mae E. Mickelson
MAE E. MICKELSON

MICKELSON LAND COMPANY

By: Gordon M. Mickelson
GORDON M. MICKELSON, PRESIDENT

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GORDON M. MICKELSON as President of MICKELSON LAND COMPANY, this 6th day of September, 1991.

WITNESS my hand and official seal.

NOTARIAL PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

Kathleen A. Kemp
Notary Public

My Commission Expires:
January 10, 1995

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by MAE E. MICKELSON this 6th day of September, 1991.

WITNESS my hand and official seal.

NOTARIAL PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

Kathleen A. Kemp
Notary Public

My Commission Expires:
January 10, 1995

RATIFICATION
and
RENTAL DIVISION ORDER

WHEREAS, under date of April 17, 1991, MAE E. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, DECEASED; GORDON M. MICKELSON, INDIVIDUALLY AND AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, DECEASED; DONALD R. WASSENBERG, AS INDEPENDENT CO-EXECUTOR OF THE ESTATE OF JAMES F. MICKELSON, DECEASED; AND MICKELSON LAND COMPANY, A WYOMING CORPORATION as lessor, executed and delivered to EXXON CORPORATION as lessee, an oil and gas lease which is recorded in Volume 87, Page 343, of the O&G Records of Sublette County, Wyoming, covering certain land in said County and State which is described in said lease. Reference to said lease and the record thereof is here made for all purposes.

AND WHEREAS, said lease is now owned by EXXON CORPORATION, insofar as said lease covers the following lands:

Township 33 North, Range 113 West, 6th P.M.
Sec. 32: S/2N/2, S/2
Sec. 33: S/2N/2, S/2
Sec. 34: W/2

AND WHEREAS, the undersigned desire to adopt, ratify and confirm said lease insofar as it covers the right, title and interest of the undersigned in and to the above described land and to agree upon the division of interests in and to any rental payments which may be made under said lease.

NOW THEREFORE, in consideration of $1.00 (One Dollar) cash in hand paid by EXXON CORPORATION unto each of us, receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned parties hereby adopt, ratify and confirm said oil and gas lease and recognize the full validity of the same insofar as it affects the right, title and interest of the undersigned in and to the above described land, hereby granting, leasing and letting said land subject to and in accordance with the terms and conditions set forth in said lease. For the same consideration, it is agreed: (a) The respective amounts to which each of the undersigned is entitled in any delay rental which the owner of said lease may elect to pay under said lease are as set out below opposite their respective names; and (b) The depository to which any delay rental may be paid or tendered to the credit of any rental owner signing this agreement shall be as below set opposite the name of such owner, provided that if no depository is designated herein opposite the name of any such owner, then the depository as to such owner shall remain as specified by said oil and gas lease or by subsequent amendment thereof.

CREDIT TO	ADDRESS	AMOUNT	DEPOSITORY
MAE E. MICKELSON	Box 190 Big Piney, Wyoming 83113	$640.00	First National Bank of Pinedale, Wyoming
MICKELSON LAND COMPANY	Box 190 Big Piney, Wyoming 83113	$640.00	First National Bank of Pinedale, Wyoming

None of the provisions of said oil and gas lease shall be affected or modified hereby except to the extent necessary to give effect to the provisions hereof.

The above division covers only the payment of delay rentals under said lease as to said land and does not purport to cover royalty payments or other payments provided for by said lease.

234723

RECORDED October 8 AT 91 10:30 A M
IN BOOK 87 Oil & Gas PAGE 713
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

This agreement shall be binding upon the heirs, devisees, personal representatives, successors and assigns of the parties hereto and each of the undersigned hereby releases and waives any and all rights under and by virtue of the homestead exemption laws of said state. This instrument is binding on all of the undersigned regardless of whether all parties named in the above division of interests or all interest owners join in its execution.

WITNESS our hands and seals this 4th day of September, 1991.

Mae E. Mickelson
MAE E. MICKELSON

MICKELSON LAND COMPANY

By: Gordon M. Mickelson
GORDON M. MICKELSON, PRESIDENT

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by GORDON M. MICKELSON as President of MICKELSON LAND COMPANY, this 6th day of September, 1991.

WITNESS by hand and official seal.

Kathleen A. King
Notary Public

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

My Commission Expires:
January 10, 1995

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by MAE E. MICKELSON this 6th day of September, 1991.

WITNESS by hand and official seal.

Kathleen A. King
Notary Public

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Jan. 10, 1995

My Commission Expires:
January 10, 1995

Disclaimer of Interest and Consent to Lease

KNOW ALL MEN BY THESE PRESENTS:

That, notwithstanding any prior instrument or instruments of record covering or pertaining to the following described lands in Sublette County, State of Wyoming:

Township 32 North, Range 113 West of the 6th P.M.
Section 7: Lots 1, 2, 3, 7, S/2NE/4, SE/4NW/4, N/2SE/4
Section 8: Lots 3, 4, SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lot 1, Lot 2

Township 33 North, Range 113 West of the 6th P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2

Township 32 North, Range 114 West of the 6th P.M.
Section 12: Lot 4, S/2SW, SWSE
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4

BMT

the undersigned, Betty Mickelson Thompson, also known as Bette Mickelson Thompson, has and asserts no right, title or interest in and to said lands or in and to the oil, gas and other minerals in and under said lands.

That, it is the intention of the undersigned in executing this instrument to disclaim any right, title or interest in and to said lands and in and to the oil, gas and other minerals in and under said lands.

FURTHER, it is the intention of the undersigned, as an heir of James F. Mickelson, aka James Francis Mickelson, aka Jas F. Mickelson, to consent to the execution of those certain two Oil and Gas Leases from Mae E. Mickelson, et al, to Exxon Corporation covering the above lands and dated April 17, 1991, the first lease being recorded in Volume 87, Page 340 of the O&G Records of Sublette County, Wyoming, and the second lease being recorded in Volume 87, Page 343 of said records.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby disclaim any right, title or interest in and to the above described lands and in and to oil, gas and other minerals in and under said lands, and consent to the execution of the above referenced oil and gas leases.

This instrument shall be binding upon the heirs, executors, administrators and assigns of the undersigned.

EXECUTED THIS 26 day of September, 1991.

BMT

Betty Mickelson Thompson
Betty Mickelson Thompson, also known as Bette Mickelson Thompson

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STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by BETTY MICKELSON THOMPSON, also known as Bette Mickelson Thompson this 26th day of September, 1991.

WITNESS by hand and official seal. BMT

Kathleen A. King
Notary Public

My Commission Expires:
January 10, 1995

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1995

234724

RECORDED October 8, 19 91 at 10:30 A M
IN BOOK 87 Oil & Gas PAGE 715
FEES $ 6.00 [redacted] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING [redacted]

Disclaimer of Interest and Consent to Lease

KNOW ALL MEN BY THESE PRESENTS:

That, notwithstanding any prior instrument or instruments of record covering or pertaining to the following described lands in Sublette County, State of Wyoming:

Township 32 North, Range 113 West of the 6th P.M.
Section 7: Lots 1, 2, 3, 7, S/2NE/4, SE/4NW/4, N/2SE/4
Section 8: Lots 3, 4, SW/4NW/4, S/2SW/4, W/2SE/4
Section 17: NW/4
Section 18: Lot 1, Lot 2

Township 33 North, Range 113 West of the 6th P.M.
Section 31: S/2NE/4, SE/4
Section 32: S/2N/2, S/2
Section 33: S/2N/2, S/2
Section 34: W/2

Township 32 North, Range 114 West of the 6th P.M.
Section 12: Lot 4, S/2SW, SWSE
Section 13: N/2N/2, SE/4NE/4, SW/4NW/4

the undersigned, Tharon Mickelson Greenwood, has and asserts no right, title or interest in and to said lands or in and to the oil, gas and other minerals in and under said lands.

That, it is the intention of the undersigned in executing this instrument to disclaim any right, title or interest in and to said lands and in and to the oil, gas and other minerals in and under said lands.

FURTHER, it is the intention of the undersigned, as an heir of James F. Mickelson, aka James Francis Mickelson, aka Jas F. Mickelson, to consent to the execution of those certain two Oil and Gas Leases from Mae E. Mickelson, et al, to Exxon Corporation covering the above lands and dated April 17, 1991, the first lease being recorded in Volume 87, Page 340 of the O&G Records of Sublette County, Wyoming, and the second lease being recorded in Volume 87, Page 343 of said records.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby disclaim any right, title or interest in and to the above described lands and in and to oil, gas and other minerals in and under said lands, and consent to the execution of the above referenced oil and gas leases.

This instrument shall be binding upon the heirs, executors, administrators and assigns of the undersigned.

EXECUTED THIS 26th day of September, 1991.

Tharon Mickelson Greenwood
Tharon Mickelson Greenwood

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by THARON MICKELSON GREENWOOD this 26 day of September, 1991.

WITNESS by hand and official seal.

Kathleen A. King
Notary Public

My Commission Expires:
January 10, 1995

KATHLEEN A. KING - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Jan. 10, 1995

234725

RECORDED October 8 19 91 10:30 A M
IN BOOK 87 Oil & Gas PAGE 716
FEES $ 6.50 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

716

RELEASE OF OIL AND GAS LEASE

The undersigned, for a good and valid consideration, the receipt of which is hereby acknowledged, does hereby release, relinquish, quit claim and surrender to the Lessors, as described below, all right, title and interest in and to the following Oil and Gas Lease, located in the County of Sublette, State of Wyoming, insofar and only insofar as the same covers the following described lands, to-wit:

LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION
James F. Mickelson a/k/a Jas F. Mickelson & James Mickelson, and Mae E. Mickelson, husband and wife	Depco, Inc.	5-23-70	Bk 45 Pg 357	T 32 N., R 113 W, 6th P.M. Sublette County, Wyoming Sec 7: Lots 1, 2, 3, 7, S½NE¼, SE¼NW¼, N½SE¼ Sec 8: Lots 3, 4, SW¼NW¼, S½SW¼, W½SE¼ Sec 17: NW¼ Sec 18: Lots 1, 2, (W½NW¼)

EXECUTED this 12th day of September, 1991.

DAVIS OIL COMPANY

By: Paul Messinger MG
Paul Messinger
Attorney in Fact

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

The foregoing instrument was acknowledged before me this 12th day of September, 1991, by Paul Messinger, Attorney in Fact for DAVIS OIL COMPANY, a Partnership.

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

My Commission Expires:

October 2, 1993

Mark A Goldberg
Mark A. Goldberg - Notary Public

410 Seventeenth Street, Suite 1610
Denver, Colorado 80202

234726

RECORDED October 8 AD 91 10:30 AM
IN BOOK 87 Oil & Gas PAGE 717
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted]1505, W-061518, W-0220542, W-06151[redacted]025410-A, W-0125392, W-025410 [redacted]

RECEIVED
AUG 22 1991
ENRON-DENVER

DISTRICT LAND OFFICE CHEYENNE, WYOMING

KNOW ALL MEN BY THESE PRESENTS, That F.W. Tuttle, Mrs. F.W. Tuttle (also known as Mary Louise Tuttle) Box 2218, Cheyenne, Wyoming 82001
Assignor (whether one or more) for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or emplied, overriding royalty unto the following parties, in the amounts shown:

M.A. VerBrugge or Geraldine E. VerBrugge, 3002 Carey Ave., Cheyenne, Wyoming

W-064657-A	½ of 1%	T. 33 N., R. 68 W., 6th P.M. Wyoming Sec. 19: Lots 1,2, E½NW¼ 20: NE¼ Containing 322.82 acres	Converse Co.
W-0314749	½ of 1%	T. 53 N., R. 69 W., 6th P.M. Wyoming Sec. 18: S½NE¼, SE¼ 19: N½NE¼, SE¼NE¼ 27: SE¼NE¼, SE¼ 29: E½, NE¼NW¼ Containing 920 acres	Campbell
W-037202	½ of 1%	T. 48 N., R. 90 W., 6th P.M. Wyoming Sec. 22: NE¼ Containing 160 acres	Washakie
W-0212754	1%	T. 12 N., R. 92 W., 6th P.M. Wyoming Sec. 2: S½ 3: Lots 3,4, 4: Lots 1,2,3,4, T. 13 N., R. 92 W., 6th P.M. Sec. 32: N½ 33: All Containing 1533.80 acres	Carbon
W-029324	½ of 1%	T. 19 N., R. 98 W., 6th P.M. Wyoming Sec. 4: SE¼ 10: N½ Containing 480 acres	Sweetwater
W-061514	¼ of 1%	T. 23 N., R. 103 W., 6th P.M. Wyoming Sec. 17: SE¼ Containing 160 acres	Sweetwater
W-039722	½ of 1%	T. 19 N., R. 98 W., 6th P.M. Wyoming Sec. 18: W½NE¼ Containing 80 acres	Sweetwater
W-051503	½ of 1%	T. 56 N., R. 98 W., 6th P.M. Wyoming Sec. 3: SW¼SW¼ 4: Lots 1,2,3,6,7,8,11, SE¼ T. 57 N., R. 98 W., Sec. 29: N½S½NW¼NW¼NW¼ 34: Tracts 1,2,3,8,10,11,14 35: W½W½ Containing 936.71 acres	Park

RECEIVED
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AUG 22 1991
FRED J. GEU

$8.00
RECORDED August 19, 1991 AT 9A M.
300PR
IN BOOK 173
PAGE KENNEDY, WYO.
NO. 23470
ELIZABETH C. WADE, CLERK

RECORDED Oct 11 — 4:45 P
IN BOOK 87 PAGE 718
FEES $8.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

23470

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 06 1991
BUREAU OF LAND MANAGEMENT

718

W-061518	¼ of 1%	T. 23 N., R. 103 W., 6th P.M. Wyoming Sec. 5: Lots 1,2,3,4, S½N½, S½ T. 24 N., R. 103 W., Sec. 30: E½ 31: Lots 1,2,3,4, E½, E½W½ 32: All Containing 2224.70 acres	Sweetwater
W-0220542	¼ of 1%	T. 23 N., R. 103 W., 6th P.M. Wyoming Sec. 6: Lots 1,2,3,4,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼, T. 23 N., R. 104 W. Sec. 1: Lots 1,2, S½NE¼, S½SE¼ Containing 792.74 acres	Sweetwater
W-061514-A	¼ of 1%	T. 23 N., R. 103 W., 6th P.M. Wyoming Sec. 7: N½NE¼, NE¼NW¼ Containing 120 acres	Sweetwater
✓ W-025410-A	½ of 1%	T. 27 N., R. 112 W. 6th P.M. Wyoming Sec. 31: Lots 3,4,9,10, E½W½, SW¼NE¼, W½SE¼ Containing 373.91 acres	Sublette
W-0125392	½ of 1%	T. 29 N., R. 112 W., 6th P.M. Wyoming Sec. 18: Lots 3,4, SE¼NE¼, E½SW¼, W½SE¼ 19: Lot 1, NW¼NE¼, NE¼NW¼ Containing 318.44 acres	Sublette
W-025410	½ of 1%	T. 26 N., R. 113 W., 6th P.M. Wyoming Sec. 2: Lot 1 T. 27 N., R. 112 W., Sec. 30: Lots 1,2,5,6, E½W½ Containing 293.24 acres	Sublette Lincoln

WITNESS our hands this 13 day of Dec., 1968.

Assignor: F.W. Tuttle,
Mrs. F.W. Tuttle (Mary Louise Tuttle)

F.W. Tuttle

Mrs. F.W. Tuttle (Mary Louise Tuttle)

STATE OF Wyoming)
COUNTY OF Laramie) ss.

On the 13th day of Dec., 1968, before me personally appeared F.W. Tuttle, Mrs. F.W. Tuttle (Mary Louise Tuttle) the assignors of the above instrument, who duly acknowledged to me that they executed the same.

Violet Volz
NOTARY PUBLIC: Violet Volz

My Commission Expires: 1-2-72

Residing in Cheyenne, Wyoming

CERTIFIED
TO BE A TRUE AND CORRECT NEGATIVE COPY
OF THE OFFICIAL RECORDS ON FILE
AUG 06 1991
BUREAU OF LAND MANAGEMENT

QUALIFICATION FOR ASSIGNEE OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

The undersigned hereby represents that:

Each of the undersigned is a native born citizen of the United States over the age of 21 years and the interests of each of the undersigned do not exceed 246,080 chargeable acres in the State of Wyoming.

Witness:

Assignee:

Form 3100-11b
(August 1988)

[redacted]

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

[redacted]

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: Gary Hathaway
Street: 5302 Chuckwagon Tr
City, State, Zip Code: Casper, WY 82604

2 This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No. _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T.	R.	Meridian	State	County

Total acres applied for _____

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027CN R. 112CW 06th Meridian WY State Sublette County
sec. 003 LOTS 1,6,7,10,11;

234769

RECORDED October 11 @ 91, 4:45 P
IN BOOK 87 Oil & Gas PAGE 720
FEES $ 20.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Total acres in lease 114.550
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Beverly J Potter
(Signing Officer)

Supervisory Land Law Examiner
(Title)

SEP 4 1991
(Date)

EFFECTIVE DATE OF LEASE OCT 1 1991

(Continued on reverse)

POR LEASE

720

[illegible] 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 either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located, (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 _____ _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
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.

[redacted] [redacted] [redacted]

WYW125000

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.

WYW125000

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 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.

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. 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.

WYW125000

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

WYW125000

3. SPECIAL RESOURCE PROTECTION STIPULATION

d. In order to protect the special flood hazard area, within the zone A (100 yr) flood hazard area as designated by HUD, the District Manager reserves the right to prohibit surface disturbance in sec. 3, lots 1, 6, 7, 10, 11. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within ¼ mile of the dwellings wherever they occur. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **SPACE RESOURCES, INC.** (hereinafter called "Assignor"), for valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto, **AMERICAN ENERGIES CORPORATION** (hereinafter called "Assignee"), 155 North Market, Wichita, Kansas 67202, all right, title and interest in and to the Oil and Gas Lease and/or Leases set forth on Exhibit "A", attached hereto and made a part hereof, subject to overriding royalty interests as appear of record, together with the rights incident thereto and like percentage interest or interests in the personal property located thereon, appurtenant thereto, and used or obtained in connection with the development and operation thereof.

It is the intent of this Assignment and Bill of Sale to transfer and convey 100% of Assignors right, title and interest in and to the oil and gas leases, wells and personal property as listed in Exhibit "A" attached hereto and made a part hereof.

This Assignment is made without covenants of warranty of title, either express or implied, but is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect to the interests assigned hereunder and further, this Assignment is subject to all contracts, Joint Operating Agreements and/or Letter Agreements which may affect the lease or leases described on Exhibit "A" and to the working interest listed thereon.

To have and to hold unto the aforementioned Assignee, its successors and assigns, the herein described Oil and Gas Lease and/or Leases, subject to the terms and conditions of said lease and/or leases and of this Assignment.

This Assignment is to be effective February 1, 1991 at 7:00 a.m.

Executed this 9 day of Oct., 1991.

SPACE RESOURCES, INC.

By: Alan L DeGood
Alan L. DeGood, Vice-President

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 9th day of October, 1991 by Alan L. DeGood as Vice-President of SPACE RESOURCES, INC., on behalf of the Corporation.

My Commission Expires: 3-12-92

Notary Public
Melinda S. Wooten

MELINDA S. WOOTEN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 3-12-92

234770

RECORDED October 11 IN 91 4:45 P.M.
IN BOOK 87 Oil & Gas PAGE 728
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"

To Assignment of Oil and Gas Leases
between **Space Resources, Inc.** as Assignor
and **American Energies Corporation** as Assignee

Lease Number	Legal Description	Working Interest
W-63821	Township 27 North, Range 111 West, 6th P.M. Section 32: E/2 Sublette County, Wyoming	Record Title To All Depths: 4.125%
W-34033	Township 27 North, Range 111 West, 6th P.M. Section 29: NE/4 NE/4 Sublette County, Wyoming	Record Title To All Depths: 3.300%
W-62508	Township 27 North, Range 111 West, 6th P.M. Secton 29: W/2 NE/4, SE/4 NE/4, W/2, SE/4 Sublette County, Wyoming	Record Title To All Depths: 4.125%
W-51347	Township 27 North, Range 111 West, 6th P.M. Section 5: NW/4 Sublette County, Wyoming	Operating Rights To 11,391 feet: 4.125%
	Section 5: SW/4 Sublette County, Wyoming	Operating Rights To 11,391 feet: 2.475%
W-35399	Township 27 North, Range 111 West, 6th P.M. Section 15: N/2 Sublette County, Wyoming	Record Title To All Depths: 4.125%
W-54136	Township 27 North, Range 111 West, 6th P.M. Section 14: All Section 15: SE/4 Sublette County, Wyoming	Operating Rights To 11,694 feet: 2.475%
	Section 15: SW/4 Sublette County, Wyoming	Operating Rights To 11,694 feet: 4.125%
W-36422	Township 27 North, Range 111 West, 6th P.M. Section 23: All Section 26: All Sublette County, Wyoming	Operating Rights from 5500 feet to 11,750 feet: 2.475%
	Section 22: NE/4 Section 25: W/2, SE/4 Sublette County, Wyoming	Operating Rights from the surface to 11,750 feet: 2.475%
	Section 22: NW/4 Sublette County, Wyoming	Operating Rights from 11,044 feet to 11,750 feet: 2.475%
	Section 22: N/2 Section 23: All Section 25: W/2, SE/4 Section 26: All Sublette County, Wyoming	Record Title to All Depths: 2.475%

[redacted] ASSIGNMENT OF OVERR[redacted] ROYALTY INTEREST [redacted]

STATE OF WYOMING §

COUNTY OF SUBLETTE §

234893

RECORDED October 17 AD 91 10:35 AM
IN BOOK 87 Misc PAGE 730
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara A. Lebaker

KNOW ALL MEN BY THESE PRESENTS:

For a valuable consideration, the receipt of which is hereby acknowledged, William O. McDermott, 4727 Willis Avenue, Apt. 202, Sherman Oaks, CA 91403, (Assignor) does hereby grant, bargain, convey and set over unto Belco Petroleum Corporation, 10,000 Old Katy Road, Houston, Texas 77080, (Assignee) all of Assignor's overriding royalty interest in the following described oil and gas leases:

Oil and gas lease EV-025440 dated March 1, 1955, by and between U.S.A. as Lessor, and Henry B. Taylor as Lessee, covering the following described land:

T-27-N, R-112-W
Sec. 7: E/2 SE/4, NE/4, W/2 SE/4
Sec. 18: N/2 NE/4, S/2 NE/4, SE/4

Oil and gas lease EV-025440-A, dated March 1, 1955, by and between U.S.A as Lessor, and Henry B. Taylor as Lessee, covering the following lands:

T-27-N, R-112-W
Sec. 19: E/2

Said conveyance of this overriding royalty interest conveys to Belco Petroleum Corporation all of Assignor's interest in the above described oil and gas leases, which override has entitled Assignor hereunder to revenues from the following described wells:

Red Hill 1-18 wells	.00165
Green River Bend Unit Frontier PA "A&B"	.00006841
Green River Bend Unit Frontier PA "C"	.00035305

IN WITNESS WHEREOF this assignment is executed this 9 day of September, 1982, but effective 7:00 A.M. September 1, 1982.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

William O. McDermott

BEFORE ME, the undersigned authority, on this day personally appeared William O. McDermott, 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 9 day of September, 1982.

My Commission Expires:
3/31/85

Notary Public

OFFICIAL SEAL
ADELLA M. MANNING
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Mar. 31, 1985

0050283-000 GRB

731

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-57546

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* JOHN HALAGAN AND PATRICIA HALAGAN -- REVOCABLE FAMILY TRUST
Street 4496 RANCHGROVE DR.
City, State, ZIP Code IRVINE, CALIFORNIA - 92714

*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
WNSHIP 28 NORTH, RANGE 115 WEST, 6TH P.M. SEC. 26: ALL SEC 27: NE/4	1 1/2	1 1/2	0	0	0

234919

RECORDED October 17 19 91 4:15 PM
IN BOOK 87 OR A PAGE 731
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved 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 [redacted]ssignee(s) on reverse of this form or on a separate attached sheet of pa[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]

PAPERWORK REDUCTION ACT STATEMENT

1. This information [redacted] 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.

[redacted]

ROUTINE USES:

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

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

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

Staple

INDIVIDUAL

CHICAGO TITLE

STATE OF CALIFORNIA
COUNTY OF Riverside } SS.

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PATRICIA HALAGAN,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Signature Betty J. Chandler

BETTY J. CHANDLER
Name (Typed or Printed)
Notary Public in and for said County and State

OFFICIAL SEAL
BETTY J CHANDLER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JUL 24, 1992

FOR NOTARY SEAL OR STAMP

Staple

F2492 R 6/84

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1ST day of OCT, 19 91

Name of Assignor as shown on current lease PATRICIA HALAGAN
Please type or print

Assignor Patricia Halagan — Patricia Halagan
(Signature)

or

Attorney-in-fact _____
(Signature)

4496 RANCHGROVE
(Assignor's Address)

IRVINE (City) CALIF. (State) 92714 (Zip Code)

Executed this 1ST day of OCT, 1991

Assignee Patricia Halagan - REVOCABLE FAMILY TRUST
(Signature)

or

~~Attorney-in-fact~~ John Halagan - REVOCABLE FAMILY TRUST
(Signature)

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

☆ U.S. GOVERNMENT PRINTING OFFICE 1988 673 016/95011

733

Form 3600-3
(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-42791

Lease Effective Date
(Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* JOHN HALAGAN AND PATRICIA HALAGAN - Revocable Family Trust
Street 4496 RANCHGROVE
City, State, ZIP Code IRVINE, CA. 92714

*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
NSHIP 28 NORTH - RANGE 114 WEST: 6TH PRIN. MER.					
C: 5: LOTS 7, 8, 12	2 1/2	2 1/2	0	0	0
C. 21 N 1/2 NW 1/4, SE 1/4 NW 1/4, NE 1/4 SW 1/4					

234920

RECORDED October 17 19 91 4:15 P M
IN BOOK 87 Orig PAGE 733
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

PAPERWORK R[redacted]ON ACT STATEMENT

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease 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.

CHICAGO TITLE INDIVIDUAL — Staple — Staple

STATE OF CALIFORNIA
COUNTY OF Riverside } SS.

On this 16th day of October, in the year 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN HALAGAN and PATRICIA HALAGAN,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same.

Signature Betty J. Chandler

BETTY J. CHANDLER
Name (Typed or Printed)
Notary Public in and for said County and State

OFFICIAL SEAL
BETTY J CHANDLER
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My comm. expires JUL 24, 1992

FOR NOTARY SEAL OR STAMP

F2492 R 6/84

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.

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

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

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

Executed this 1ST day of OCT., 19 91

JOHN HALAGAN AND/OR PATRICIA HALAGAN
Name of Assignor as shown on current lease
Please type or print

Assignor John Halagan John Halagan
(Signature)
or Patricia Halagan Patricia Halagan
~~Attorney-in-fact~~
(Signature)

4496 RANCHGROVE
(Assignor's Address)

IRVINE (City) CALIF. (State) 92714 (Zip Code)

Executed this 1ST day of OCT., 19 91

Assignee John Halagan - REVOCABLE FAMILY TRUST
(Signature)
or Patricia Halagan - REVOCABLE FAMILY TRUST
~~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.

734

☆ U.S. GOVERNMENT PRINTING OFFICE 1988 673 016/95011

WELLBORE ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective July 1, 1991 (the "*Effective Date*") *PRESIDIO EXPLORATION, INC.*, 5613 DTC Parkway, Suite 800, Englewood, Colorado 80111, (hereinafter "*Assignor*"), for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, hereby grants, sells, assigns and conveys to *NORTH AMERICAN RESOURCES COMPANY*, whose address is 16 East Granite, Butte, Montana 59701-5334 (hereinafter "*Assignee*"), all of Assignor's right, title and interest in and to the wellbore (the "*wellbore*") of the Chapel Federal #10-25 well (the "*Well*") located 1312' FNL and 1306' FWL (in the NW/4) of Section 25, Township 28 North, Range 112 West, Sublette County, Wyoming, together with all associated personal property, equipment, fixtures and improvements appurtenant to or used in connection therewith.

It is the further agreement of Assignor and Assignee that:

1. Assignor shall be entitled to all credits and proceeds of production from and accruing to the Well prior to the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Well for periods of time prior to the Effective Date, other than relating to the obligation to properly plug and abandon the Well.

2. Assignee shall be entitled to all credits and proceeds of production from and accruing to the Well after the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Well for periods of time after the Effective Date, including, but not limited to, the obligation to properly plug and abandon the Well.

3. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents and representatives from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, court costs and reasonable attorney's fees) that are attributable to the Well and other interests discussed above and that arise on or after the Effective Date, including, but not limited to, the obligation to properly plug and abandon the Well, to restore the surface of the lands upon which the well is located in accordance with any lease or other agreements or governmental and environmental laws, orders and regulations, and with respect to damage to property or injury to or death of persons occurring after the Effective Date but attributable in whole or in part to conditions that existed before the Effective Date.

Assignor will, at any time and from time to time after the date hereof, upon Assignee's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transaction embodied in this *Wellbore Assignment and Bill of Sale.*

Assignor makes no representation or warranty of title to the interests assigned hereby. The interests assigned hereby are sold ***AS IS AND WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DENIED.*** This conveyance is made with full substitution and subrogation of Assignee, its successors and assignees, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

To have and to hold the same unto Assignee, its successors and assigns forever.

EXECUTED this 2nd day of July, 1991.

ASSIGNOR:

PRESIDIO EXPLORATION, INC.

ATTEST:

SARAH J. JONES, Assistant Secretary

BY _____
ROBERT L. SMITH, Executive Vice President

ASSIGNEE:

NORTH AMERICAN RESOURCES COMPANY

ATTEST:

Name & Title: Gloria J. Rogers, Ass't Secretary

BY _____

Name & Title: James J. Benner, Vice President

234937

RECORDED October 21 IN 91 11:30 A M
IN BOOK 87 PAGE 735
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

15/asgnbill.sal

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 2nd *day of* July, *1991, by ROBERT L. SMITH as Executive Vice President of PRESIDIO EXPLORATION, INC., a Colorado corporation, on behalf of the corporation.*

WITNESS my hand and official seal.

My Commission expires:

August 30, 1993

Notary Public

STATE OF MONTANA)
) §
COUNTY OF SILVER BOW)

The foregoing instrument was acknowledged before me this 20th *day of* August, *1991, by* James J. Benner *as* Vice-President *of NORTH AMERICAN RESOURCES COMPANY, a* Montana *corporation, on behalf of the corporation.*

My Commission expires:

May 24, 1991

Notary Public

SECOND CORRECTION CONVEYANCE

THIS SECOND CORRECTION CONVEYANCE (this "Second Correction Conveyance"), executed this 31st day of August, 1991, is from EL PASO NATURAL GAS COMPANY, a Delaware corporation ("Grantor") to EL PASO PRODUCTION COMPANY, a Delaware corporation ("Grantee"). The addresses of Grantor and Grantee appear on the signature page hereof.

Recitals

A. By a Conveyance (the "Original Conveyance") dated July 16, 1986, and recorded in the public records as specified in Attachment 1 hereto, Grantor conveyed to Grantee certain "Subject Interests" (as defined in the Original Conveyance).

B. By a Correction Conveyance (the "First Correction Conveyance") dated October 16, 1986, and recorded in the public records as specified in Attachment 1 hereto, Grantor attempted to correct an error in the Original Conveyance and regranted the Subject Interests, and specified additional terms and conditions in respect of that part of the Subject Interests which required any consent, approval, authorization or abandonment by the Federal Energy Regulatory Commission ("FERC"), or any successor governmental department or agency with jurisdiction (an "Abandonment Order").

C. Grantor and Grantee desire to amend and restate certain terms and conditions of the transfer of NGA Interests (herein defined) in accordance with their original purposes and intent.

234940

RECORDED October 21 19 91 12:00 NOON
IN BOOK 87 of M PAGE 737
FEES $ 22.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Walker

Agreement

Now, therefore, for the same consideration exchanged in connection with the Original Conveyance, and in further consideration of the mutual covenants herein contained, Grantor and Grantee agree that the Original Conveyance and the First Correction Conveyance are hereby amended and restated as hereinafter provided.

Amended and Restated Conveyance of NGA Interests

Grantor has Granted, Bargained, Sold, Conveyed, Assigned, Transferred, Set-Over and Delivered unto Grantee, and does hereby Grant, Bargain, Sell, Convey, Assign, Transfer, Set-Over and Deliver unto Grantee, the following (the "NGA Interests") effective as of 7:00 o'clock a.m., Houston, Texas time on July 1, 1986 (the "Effective Date"):

A. All of Grantor's right, title and interest in and to the conveyances, mineral deeds, oil, gas and mineral leases and/or oil and gas leases and/or lands ("properties and interests") which are specifically described in Exhibit "A" to the Original Conveyance (hereinafter referred to as "Exhibit A") to the extent, and only to the extent, (i) the conveyance of such properties and interests require an Abandonment Order, and (ii) such properties and interests are included in the NGA Units (herein defined) assigned or allocated to the wells on the Subject Interests gas produced from which is committed or dedicated to interstate commerce (within the meaning of the Natural Gas Act) on the date of any Denial Order (herein defined) (the "Wells");

B. All of Grantor's right, title and interest in facilities and equipment the costs of which are currently recorded, or would eventually be recorded, in Accounts 325.2, 325.3, 330 and/or 331 of the Uniform System of Accounts prescribed by the FERC, insofar as such facilities and equipment are located in, on or under the properties and interests which are specifically described or referred to in Exhibit A;

C. All of Grantor's right, title and interest in and to any assignments, subleases, agreements, and/or contracts covering or relating to Grantor's ownership of the properties and interests within said NGA Units;

D. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing pooling, unitization and communitization agreements and the units created thereby (including without limitation all units formed under orders, regulations, rules or other official acts of any federal or state governmental body or agency having jurisdiction), which relate to any of the properties and interests within said NGA Units and specifically described in Exhibit A, or to the production of oil, gas and other hydrocarbons (all oil, gas and other hydrocarbons being herein collectively called "Hydrocarbons") from or attributable to said properties and interests; and

E. All of Grantor's right, title and interest in, to and under, or derived from, all of the presently existing operating agreements, oil and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, which relate to Grantor's ownership of the properties and interests within said NGA

Units, or to the production of Hydrocarbons from or attributable to said properties and interests.

Grantor's right, title and interest, in and to the NGA Interests shall include any right, title or interest in the NGA interests acquired by Grantor after the Effective Date by purchase, enlargement by contract or removal burdens, or otherwise. For purposes hereof, the term"NGA Unit" shall mean that acreage, and only that acreage, assigned or attributable to a Well, and the formation(s) into which such Well is completed, which is of the minimum size and configuration to allow such Well to produce, in accordance with all applicable federal or state laws and regulations, all the gas from such Well which is committed or dedicated to interstate commerce, as such attributed or assigned acreage may change from time to time.

There shall be excluded from the NGA Interests all of the properties and interests in lands not included in an NGA Unit for a Well, including lands and depths excluded from an NGA Unit as the result of any reduction in the minimum amount of attributed or assigned acreage necessary to produce gas committed or dedicated to interstate commerce after the Effective Date; it being the express intention of Grantor to convey and transfer to Grantee all properties and interests in such excluded lands under the Original Conveyance without regard to the further provisions of the First Correction Conveyance or this Second Correction Conveyance.

TO HAVE AND TO HOLD the NGA Interests unto Grantee, its successors and assigns, subject to the following special limitation, terms and provisions:

1. The terms and provisions of numbered paragraphs 1 through 5 of the First Correction Conveyance are incorporated herein as if recited in full herein.

2. Grantor hereby grants to Grantee the NGA Interests for so long as, and only for so long as, the transfer of the NGA Interests by Grantor and ownership of the NGA Interests by Grantee, or its successors or assigns, shall not have been found to constitute an irremediable violation of the Natural Gas Act (as amended from time to time and in existence after the Effective Date) in a final, non-appealable administrative order, ruling or decree issued by a governmental agency of competent jurisdiction which is not stayed, or is affirmed, by a court of competent jurisdiction in a non-appealable ruling (herein called a "Denial Order"). It is the intent of Grantor to convey to Grantee, to the fullest extent valid and permissible by applicable law, a fee simple determinable estate in the properties and interests of Grantor which are attributed or assigned to gas reserves committed or dedicated to interstate commerce, with all appurtenances thereto, subject to the possibility of reverter of all such properties and interests if a Denial Order issues. Upon the issuance of a Denial Order, the NGA Interests shall automatically revert to Grantor, or its successors and assigns. Such reverter to Grantor, if any, shall revest in Grantor full legal ownership of the NGA Interests as of the Effective Date.

Restated Conveyance of

NGPA Interests

Grantor has Granted, Bargained, Sold, Conveyed, Assigned, Transferred, Set-Over and Delivered unto Grantee, and does hereby Grant, Bargain, Sell, Convey, Assign, Transfer, Set-Over and Deliver unto Grantee all of the Subject Interests not included in the NGA Interests (the "NGPA Interests") effective as of the Effective Date.

TO HAVE AND TO HOLD the NGPA Interests unto Grantee, its successors and assigns, on the terms and conditions set forth in the Original Conveyance.

This Second Correction Conveyance of the NGA Interests is made subject to the terms and provisions of that certain Conveyance Agreement, of even date herewith, between Grantor and Grantee, the covenants of which constitute covenants running with the land and shall be binding on Grantee and Grantee's successors-in-interest to the NGA Interests.

As amended hereby, the Original Conveyance shall remain in full force and effect. Except as expressly incorporated herein, the First Correction Conveyance shall be of no force and effect.

This Second Correction Conveyance is recorded in its entirety in Beckam County, Oklahoma. To facilitate recording in the numerous other jurisdictions, only those portions of Attachment 1 which relate to properties situated in each particular jurisdiction are attached to the various recorded counterparts of this Second Correction Conveyance.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Second Correction Conveyance in multiple counterparts, each of which is an original.

ADDRESS OF GRANTOR:

P.O. Box 1492
El Paso, Texas 79978

EL PASO NATURAL GAS COMPANY

By: Richard Owen Booth
Name: Richard Owen Booth
Title: Sr. Vice President

ADDRESS OF GRANTEE:

2919 Allen Parkway
Houston, Texas 77019

EL PASO PRODUCTION COMPANY

By: Gavin H. Smith
Name: Gavin H. Smith
Title: Sr. Vice President

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 31st day of August, 1991, by Richard Owen Baish, Senior Vice President of El Paso Natural Gas Company, a Delaware corporation.

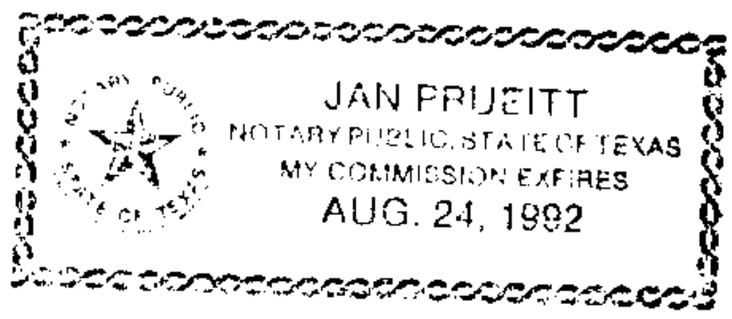
Elsie Margerum
Notary Public, State of Texas



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 31st day of August, 1991, by Gavin H. Smith, Senior Vice President of El Paso Production Company, a Delaware corporation.

Jan Prueitt
Notary Public, State of Texas



Attachment 1
to
Second Correction

Original Conveyance Recordation Data

County, State	Record	Book	Page	Doc #
Sublette, Wyoming	Oil & Gas	77	147	----

First Correction Conveyance Recordation Data

County, State	Record	Book	Page	Doc #
Sublette, Wyoming	Oil & Gas	77	665	----

[redacted] ASSIGNMENT OF OPERATING RIGHTS [redacted]

Stead Canyon Unit
Reg. #4

This Assignment of Operating Rights is made and entered into by and between CHANDLER & ASSOCIATES, INC., a Colorado corporation, 1401 Denver Club Building, Denver, Colorado 80202, hereinafter called "Assignor," and BELCO PETROLEUM CORPORATION, 445 Union Boulevard, Suite 209, Lakewood, Colorado 80228, hereinafter called "Assignee," and Assignor and Assignee as hereinafter collectively called "Parties Hereto."

WITNESSETH:

WHEREAS, Assignor is the owner and holder of certain oil and gas leases and leasehold estates as shown below, in Sublette County, Wyoming, hereinafter referred to as "Said Leases";

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer and convey unto Assignee, its successors and assigns, an undivided 50% of Assignor's present interest as shown of record in said leases, insofar as they cover those lands described below:

Lessor: United States of America
Lessee: K. Dean Butler
Lease No.: EV-025548
Dated: January 1, 1948

Insofar and only insofar as said lease covers those stratigraphic formations found in the initial test well between the surface of the ground and 3760 feet in the following lands:

Township 27 North, Range 112 West
Section 26: N½SW¼, SE¼SW¼
Section 27: E½SE¼

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle A. Kowalski
BUREAU OF LAND MANAGEMENT

and

Lessor: United States of America
Lessee: John S. Hutchins
Lease No.: EV-022929
Dated: September 1, 1947

Insofar and only insofar as said lease covers those stratigraphic formations found in the initial test well between the surface of the ground and 3989 feet in the following lands:

Township 27 North, Range 112 West
Section 34: NE¼NE¼

And insofar and only insofar as said lease covers those stratigraphic formations found in the initial test well between the surface of the ground and 4142 feet in the following lands:

Township 27 North, Range 112 West
Section 35: N½NW¼

This Assignment of Operating Rights is made subject to and is governed by the terms and conditions of the Stead Canyon Unit Agreement and Stead Canyon Unit Operating Agreement, and that certain letter agreement dated September 20, 1977 between Assignor and Assignee. Such operating rights are further subject to the terms and provisions of the basic oil and gas lease underlying said operating rights, prior assignments thereof, and contracts between the parties hereto to which said rights may be subject.

234945

RECORDED October 21 AD 91 2:30 P M
IN BOOK 87 Misc. PAGE 746
FEES $ 8.00 Mary L. Lathrop COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

747

The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Belco Petroleum Corporation and Chandler & Associates, Inc., their successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

1978 JUL 27
CHEYENNE, WY

This Assignment of Operating Rights is made without warranty of any kind, either express or implied.

IN WITNESS WHEREOF, this instrument has been executed this 12th day of April, 1978.

CHANDLER & ASSOCIATES, INC.

ATTEST:

Hubert L. White, Secretary

By Randall C. Thompson, Vice President

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

The foregoing instrument was acknowledged before me this 12th day of April, 1978 by Randall C. Thompson, Vice President of Chandler & Associates, Inc., a Colorado corporation.

Witness my hand and official seal.

Notary Public

My commission expires June 22, 1981.

COPY

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

SEP 24 1991
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted] #4

30th July 1971 by and between BELCO PETROLEUM CORPORATION, 630 Third Avenue, New York, New York 10017, hereinafter called "BELCO" and CHANDLER & ASSOCIATES, INC., 1401 Denver Club Building, Denver, Colorado 80202, hereinafter called "ASSIGNEE".

Conveyance Division
OCT 1 1971
1391011421

W I T N E S S E T H:

WHEREAS, BELCO owns and holds an interest in each of certain oil and gas leases covering lands in Sublette County, Wyoming more fully described in Exhibit "A" attached hereto, and hereby made a part hereof; and

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle A Kwalski
BUREAU OF LAND MANAGEMENT

WHEREAS, the parties hereto are now desirous of entering into an agreement, covering the above described leases upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, it is hereby mutually agreed as follows, with respect to each lease listed in Exhibit "A":

for Approval
[illegible]

1. Rights Granted: BELCO hereby grants and conveys to ASSIGNEE an undivided one quarter (¼) of its 100% interest of the lands and leases described in Part I of Exhibit "A" hereto and all of its 50% interest of the lands and lease described in Part II of Exhibit "A" hereto in the right and privilege of operating, testing and developing the lands described in Exhibit "A" for oil, gas and other hydrocarbon substances from the surface down to a point which is the stratigraphic equivalent of 50 feet below the depth drilled in the well at the location shown as to each prospect on Exhibit "A" hereto and as to the lease shown in Part II of Exhibit "A" hereto there is further excepted and reserved and transferred to ASSIGNEE any interest of BELCO in that certain zone which produces in the Star Corral Field as found between the depths of 3475 and 3500 feet below the surface in the well located in the NENE of Sec. 30, 30N 112W, under the terms of said oil and gas leases or any extensions or renewals thereof. In connection therewith, ASSIGNEE shall be entitled to exercise, together with BELCO all rights and privileges granted to lessee under the terms of said oil and gas lease down to said depth and in the vent of production of oil, gas and other hydrocarbon substances from said lands down to said depth, the interest herein transferred in the same shall be owned by ASSIGNEE subject to the payment of royalty due the lessor under the terms of said lease and the overriding royalty or other payments from production heretofore existing or herein created.

234946

RECORDED October 21 19 91 2:30 P M
IN BOOK 87 Misc H PAGE 748
FEES $ 16.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

It is expressly agreed that BELCO, for itself and its successors and assigns, hereby except, retains and reserves all of the oil, gas and hydrocarbon substances and leasehold estate lying below the depth specified in Exhibit "A" hereof. Sometimes hereinbelow, the title and depths above the depth specified in Exhibit "A" are called "the shallow zone" and the title and depths below said specified depth are called "the deep zone".

2. Rights and Obligations: BELCO and ASSIGNEE shall have concurrent and mutual easements to said lands for the purpose of exploring, drilling, producing, storing and marketing minerals from the respective zones of said parties, and the parties shall share in any and all rights granted by said oil and gas lease as incident to said exploration, drilling, producing, storing and marketing, and by way of example only, this shall include the right to lay pipe lines, water lines, power lines, dig pits, erect and do and perform any and all things reasonably necessary to the interest of the respective parties in their respective zone. Any operations on said lands shall be the separate operation of the party conducting the same and shall not be considered as a joint undertaking, joint operation or partnership. In their said separate respective operations, each party shall comply with the terms of said lease and all applicable laws, rules and regulations, and neither party shall be liable for the operations or acts of the other, and each party will protect and save the other harmless from all demands and causes of action arising directly or indirectly out of such separate operations.

3. Rentals: BELCO will make a bona fide effort to pay all rentals which become due the lessor under the terms of said lease as to said lands, but shall not be liable for inadvertent failure to pay such rentals and shall only be liable for bad faith or gross negligence in failing to make such payment. ASSIGNEE shall reimburse BELCO for ASSIGNEE 's percent of such payment within Fifteen (15) days after demand therefor. If ASSIGNEE shall fail or refuse to so reimburse BELCO within Thirty (30) days after a demand therefor by registered

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
BUREAU OF LAND MANAGEMENT

cease and [redacted]nate and he shall reassign [redacted] to BELCO. ASSIGNEE and BELCO shall pay any royalty, including minimum royalty, due the lessor under the terms of said oil and gas lease by reason of production from the zone of each respective party, and each party shall do and perform any and everything relating to its zone that may be necessary to keep said lease in good standing with the lessor as to said lands. BELCO shall promptly furnish ASSIGNEE with copies of all notices or demands received from the lessor as to the above described lands with respect to any default or nonperformance as to said lands.

4. Ad Valorem Taxes: Ad valorem taxes, if any, on the above described shallow zone shall be apportioned as of date of first runs. For all years subsequent thereto, each party shall render or assess its zone on all material and equipment appurtenant thereto and shall pay the ad valorem taxes, if any, thereon.

5. No Warranty: This Agreement is made without warranty of title, either expressed or implied. The terms hereof shall be covenants running with the ownership of said above described oil and gas lease, and the interest conveyed hereby and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

6. Term: Unless surrendered or reassigned as hereinabove provided, this agreement shall remain in full force and effect during the life of said oil and gas lease and any and all extensions and renewals thereof.

7. Approval: Either party may, if it so elects, file this operating agreement for approval with the appropriate office representing the lessor. Each party agrees to furnish to the other all future documents and things reasonably requested in order to obtain such approval.

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
BUREAU OF LAND MANAGEMENT

75C

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 Seventeen and One Half (17½%) per cent, shall be suspended when the average production of oil per day average on the monthly basis if Fifteen (15) barrels or less.

9. This Agreement is subject to the terms of a certain agreement designated Agreement dated April 15, 1971 between the parties hereto.

IN WITNESS THEREOF, this agreement is executed as of the day and year above written.

ATTEST:

BELCO PETROLEUM CORPORATION

Assistant Secretary

President

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.

On this 3rd day of August, 1971, before me appeared Robert A. Belfer to me personally known who being by me duly sworn did say that he is the President of Belco 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 on behalf of said corporation by authority of its Board of Directors and said Robert A. Belfer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 3rd day of August, 1971.

My commission Expires:

REBA ROSENBLUM
NOTARY PUBLIC State of New York
No. 03-3[illegible]
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1972

Notary Public

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle L Kowalski
BUREAU OF LAND MANAGEMENT

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
BUREAU OF LAND MANAGEMENT

Exhibit A

Sublette County, Wyoming

bject No.	Lease Serial No.	Township	Range	Description	Depth & Location of Test Well
		I. Assignment of 25% Interest			
67.1	E-024628	30N	113W	Sec. 11: W/2	3751' Sec. 11: NENW
	W-02274	30N	113W	Sec. 11: SE	
69	E-022920	27N	112W	Sec. 34: SE Sec. 35: S/2	4130' +50 Sec. 35: SESW
		II. Assignment of 50% interest with reservation of ORR			
03	W-16770	30N	112W	Sec. 30: SWNE	3600' Sec. 30: SWNE

There is excepted and reserved to BELCO from the interest herein assigned in Lease W-16770 a net ORR of 1/16th of 8/8ths
ll gas and a net ORR of 1/16th of 8/8ths of all oil when daily average oil production on a calendar month basis is more than
arrels and 1/32nd of 8/8ths of all oil when daily average production on a calendar month basis is 25 barrels or less. The
riding royalty reserved shall be subject only to a deduction of its proportionate share of production and ad valorem taxes.
he time Assignee recovers from the net production attributable to each such well (being gross production less all royalty,
s, cost of workovers, repairs, recompletion, additional completions and operating expenses) all of the cost and expense in-
ed by Chandler in connection with the drilling, equipping and completing of such well, and at any time thereafter, at Belco's
ion, by written notice to Assignee, Belco may convert its said overriding royalty interest into a 25% working interest.
lowing such conversion Belco will own its proportionate part of all equipment and be obligated for its proportionate part of
operating and other costs incidental to such well.

752

Exhibit A

Sublette County, Wyoming

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
BUREAU OF LAND MANAGEMENT

Bureau of Land Management
Land Office
Cheyenne, Wyoming
AUG 20 1971
8 AM 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10

Prospect No.	Lease Serial No.	Township	Range	Description	Depth & Location of Test Well
		I. Assignment of 25% Interest			
867.1	E-024628	30N	113W	Sec. 11: W/2	3751' Sec. 11: NENW
	W-02274	30N	113W	Sec. 11: SE	
969	E-022929	27N	112W	Sec. 34: SE	
				Sec. 35: S/2	4130' Sec. 35: SESW
		II. Assignment of 50% interest with reservation of ORR			
868	W-16770	30N	112W	Sec. 30: SWNE	3600' Sec. 30: SWNE

There is excepted and reserved to BELCO from the interest herein assigned in Lease W-16770 a net ORR of 1/16th of 8/8ths f all gas and a net ORR of 1/16th of 8/8ths of all oil when daily average oil production on a calendar month basis is more than 5 barrels and 1/32nd of 8/8ths of all oil when daily average production on a calendar month basis is 25 barrels or less. The verriding royalty reserved shall be subject only to a deduction of its proportionate share of production and ad valorem taxes. t the time Assignee recovers from the net production attributable to each such well (being gross production less all royalty, axes, cost of workovers, repairs, recompletion, additional completions and operating expenses) all of the cost and expense in- urred by Chandler in connection with the drilling, equipping and completing of such well, and at any time thereafter, at Belco's ption, by written notice to Assignee, Belco may convert its said overriding royalty interest into a 25% working interest. llowing such conversion Belco will own its proportionate part of all equipment and be obligated for its proportionate part of ll operating and other costs incidental to such well.

Form 3120-13
(September 1964)
(Formerly 4-1175)

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

Serial No. [redacted]
EV-022929

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
9-1-67

New Serial Number

BCS [redacted] SR 7-55
Req. #4

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name
Street
City
State
Zip Code

BELCO PETROLEUM CORPORATION
630 Third Avenue
New York, N. Y. 10017

P C C	RECEIVED	C A D
R F C	NOV 7 1967	
J A D	LAND RECORDS WILLFORD	

record title interest in and to such lease as specified below.

Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County, Wyoming
Township 27 North, Range 112 West, 6th P.M.
Section 34: All
Section 35: All

containing 1280.00 acres

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 18 1967
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

In consideration of $ 10.00 - Statewide
United States Fidelity & Guaranty Co.
Surety filed.

COMMITTED TO East La Barge UNIT.
NO. ~~14-08-001~~ Wyo. I - Sec. 777
APPROVED 4-6-5-1

Without warranty of title express or implied

What interest was held by the assignor in above-described lands prior to this assignment? 25%

What percentage of the assignor's interest is being conveyed to assignee? 100% of 25% percent

What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*
None

What overriding royalties or production payments, if any, were previously reserved? *(percentage only)*
None on interest herein assigned

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

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

Executed this 14 day of November, 1967

HUMBLE OIL & REFINING COMPANY

By W. L. Ford
(Assignor's Signature) Attorney-in-Fact

Evidence of Authority of Attorney-in-Fact to execute [illegible] Miscellaneous file 81225 and

P. O. Box 60347
(Assignor's Address)

Oklahoma City, Oklahoma 73106

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective JAN 1 1968

Date approved MAR 11 1968

By Warren M. Kirkwood
(Authorized Officer)

Lease extended under 43 CFR 3128.5 to and including (date)

Acting ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: *This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2*

LAND OFFICE COPY

RECORDED October 21, 1968 AT 2:30 PM
IN BOOK 87 PAGE 754
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

234947

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle L. Kawalski
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

Assignee hereby requests approval of assignment 755

a. Is the assignee over 21 years of age *and* a citizen of the United States? ☐ Yes ☐ No

b. Is the assignee a corporation or other legal entity? ☒ Yes ☐ No *(If "yes," specify kind)*

Delaware corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. **Wyoming 01332**

. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

. Is the filing fee of $10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas ptions or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases nd options in each leasing district in Alaska.

ssignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is pproved by the Authorized Officer of the Bureau of Land Management.

T IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 7th day of December, 1967

ATTEST:

Paul Kershon
Paul Kershon, Asst. Secretary

ERLCO PETROLEUM CORPORATION

Jack Belz, (Assignee's Signature) Vice President
630 Third Avenue
New York, New York 10017
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle L Kowalski
BUREAU OF LAND MANAGEMENT

GPO 844-534

[redacted] [redacted] [redacted]

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
NOV 1 1967
7 8 9 10 11 12 1 2 3 4 5 6 PM

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, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, with an office in the Security Life Building, Denver, Colorado 80202, hereinafter referred to as "Assignor", hereby does bargain, sell, transfer and convey unto BELCO PETROLEUM CORPORATION, a Delaware corporation, 630 3rd Avenue, New York 17, New York, hereinafter referred to as "Assignee", all of its right, title and interest in and to the operating rights in all Formations from the surface to the bottom of the Mesa Verde Formation granted Assignor in that certain Transfer of Operating Rights from Assignee to Assignor, dated February 14, 1961, recorded in Book 30 of Oil and Gas, at Page 597, Sublette County, Wyoming, covering the following described oil and gas lease, to-wit:

Serial No.:	E-022929
Lessor:	United States of America
Lessee:	John S. Hutchins
Date:	September 1, 1947
Recorded:	Book 15 Oil and Gas, at Page 206; Book 15 Oil and Gas, at Page 213, Sublette County, Wyoming

insofar as said lease covers the following described land in Sublette County, Wyoming, to-wit:

Township 27 North, Range 112 West, 6th P.M.

Section 34: All
Section 35: All

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle A. Kowalski
BUREAU OF LAND MANAGEMENT

234948

RECORDED October 21 AT 91 2:30 P M
IN BOOK 87 D & M PAGE 756
FEES 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

This Transfer is made without warranty of title, either express of implied.

EXECUTED this 23rd day of October, 1967.

PAN AMERICAN PETROLEUM CORPORATION

By L. L. Yancey
Its Attorney in Fact

APPROVED

STATE OF COLORADO)
: SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by L. L. Yancey, as Attorney in Fact for PAN AMERICAN PETROLEUM CORPORATION, this 23rd day of October, 1967.

WITNESS my hand and official seal.

Ann George
Notary Public

My commission expires:
My Commission expires Jan. 19, 1971

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle A Kwalski
BUREAU OF LAND MANAGEMENT

STATE OF [redacted])
: SS.
COUNTY OF NATRONA)

[redacted] #4

RECEIVED FEB 17 1961 Land Office, Cheyenne, Wyoming

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 Sublette 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".

RECORDED October 21 19 91 1:30 P M
IN BOOK 87 PAGE 758
FEES $ 12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Bethany A. Walker

234949

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle L Kwalski
BUREAU OF LAND MANAGEMENT

Assignment Approved Effective APR 1 1961

Cecil L. Hase
Manager, Land Office
Box 929, Cheyenne, Wyoming

758

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.

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of the official records on file
SEP 24 1991
Adelle L Kwalski
BUREAU OF LAND MANAGEMENT

[redacted]VE AND TO HOLD said lease acreage u[redacted] 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
DRS 10C
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 J. Cook
Notary Public

My commission expires My Commission Expires January 4, 1965

OES:ccj (200)
1-18-61

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

SEP 24 1991
Adelle L. Lewandowski
BUREAU OF LAND MANAGEMENT

766

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
BUREAU OF LAND MANAGEMENT

FORM 103 3-80

LEASE SCHEDULE

(PRINTED IN U.S.A.)

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
10447	United States of America (E-022929)	John S. Hutchins	3-1-47	Township 27 North, Range 118 West Sec. 33: W/2,NE Sec. 34: All Sec. 35: All	15 15	208 213

7&1

Facsimile reproduction

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

OFFICE STAMP

1959 OCT 7 AM 11 09 6

The following to be filled in when new serial number is required:
New Serial No. .....

Office Evanston
Serial No. 022929
Date of Lease September 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. 27 N., R. 112 W., 6th P. M. Sec. 33: NE¼, S½ 34: All 35: All 1760.00 acres, more or less	SAME LAND DESCRIPTION AS ITEM 1

3. Interest of assignor in such lands 50% MORTGAGE PER
4. Extent of such interest conveyed to assignee 100% of 50% ATTACHED RIDER
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 2% of said 50% (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

Robert A. Belfer (Assignor's signature) Partner

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

7. 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. RAB

8. Assignee is ... attached hereto, and previously filed with Lease Wyoming 01552.
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

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

Lawrence Ruben EXECUTIVE VICE-PRESIDENT
(Assignee's signature)
630 Third Avenue, New York 17, N. Y.
(Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA
By ..... (Signing officer)
Manager, Land Office
(Title)
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.

CERTIFIED
a true and comparative copy
of the official records on file
SEP 24 1991
BUREAU OF LAND MANAGEMENT

Bess Canyon

RECORDED October 21 1959 AT 2:30 P M
IN BOOK 8 MISC. PAGE 762
FEES $6.00 Mary Lou Hall COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Walker

234950

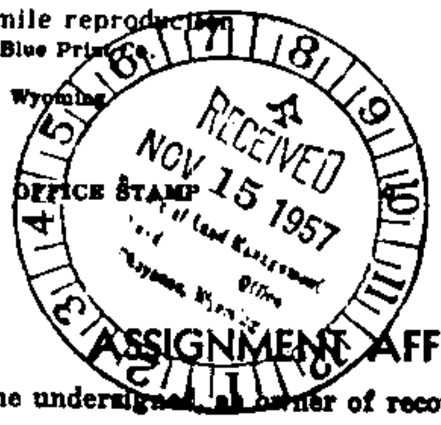
763

Bess Canyon 5-35
Reg. #4

Form No. 4-1175
(July 1951)

With acreage changed to 46,080

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



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Office Evanston
Serial No. 022929
Date of Lease September 1, 1947

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELFER NATURAL GAS COMPANY, of
(Name and address)
42 Broadway, New York 4, 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 affected by this assignment:

T. 27 N., R. 112 W., 6th PM., Sublette County, Wyoming
Sec. 33: NE¼, S½
34: All
35: All

containing 1,760.00 acres, more or less

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle I. Kwalski
BUREAU OF LAND MANAGEMENT

2. Interest of assignor in such lands 50%
3. Extent of such interest conveyed to assignee 100% of 50%
4. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 2% (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 12th day of November, 19 57.

WITNESS:
E. Cavanaugh Jr.

(Assignor's signature)
John L. Kemmerer, Jr.,
120 Broadway, New York, N.Y.
(Address)

RECORDED October 31 19 91 2:30P
IN BOOK 87 PAGE 763
FEES $ 10.00 Mary Lou Urban COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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) company
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto, and previously furnished with lease Evanston 022209.

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

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

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

Executed and witnessed this 13th day of November, 19 57.

WITNESSES:
A. M. Hatter Bklyn, N.Y.
(Name and address)
Dolmen Leitner, Bklyn, Ny
(Name and address)

BELFER NATURAL GAS COMPANY
By: A. P. Belfer
(Assignee's signature)
A. P. Belfer, Partner,
42 ~~XXX~~ Broadway, New York 4, N.Y.
(Address)

Assignment approved effective DEC 1 1957

THE UNITED STATES OF AMERICA
By .....
(Signing officer)
Acting Manager, Land Office
(Title)
P. O. Box 929, Cheyenne, Wyo.

234951

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.

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 12th day of November, 19 57, before me personally appeared

JOHN L. KEMMERER, Jr.,

to me known to be the person(~~s~~) 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 12th day of November, 19 57.

Reba Rosenblum
Notary Public

(SEAL)

REBA ROSENBLUM
Notary Public, State of New York
No. 03-8654123
Qualified in Bronx County
Commission Expires March 30, 1958

My commission expires

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

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

5. *Payment Out of Production.*—Any overriding royalties or payments out of production created by an assignment but not set out therein must be described in an accompanying statement. If payments out of production are reserved, outline in detail the amount, method of payment, and other pertinent terms.

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

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

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 24 1991
Adele A Kowalski
BUREAU OF LAND MANAGEMENT

765

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Leases,

Serial Nos. EVANSTON 022929, EVANSTON 022929A, EVANSTON 022930A, EVANSTON 022931(A), EVANSTON 022932, EVANSTON 025548, EVANSTON 025550, and EVANSTON 026056.

RECEIVED
NOV 15 1957

STATEMENT OF PARTNERS' INDIVIDUAL HOLDINGS
In Support of
REQUEST FOR APPROVAL OF ASSIGNMENT
to BELFER NATURAL GAS COMPANY

The undersigned, being all of the partners of Belfer Natural Gas Company, do hereby request approval of the attached assignment operating agreement to Belfer Natural Gas Company, and each of the undersigned does hereby certify as follows as respects his or her individual status:

1. Each of the undersigned is a citizen of the United States:
   Native Born: Lawrence Ruben
   Jack Saltz
   Naturalized: Arthur B. Belfer
   Rachel Belfer
   Selma Ruben
   Anita Saltz

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to be a true and comparative copy
of the official records on file
SEP 24 1991
Adelle A. Kawalski
BUREAU OF LAND MANAGEMENT

2. The other interests, direct and indirect, of each of the undersigned in oil and gas leases and applications or offers therefor in the same state together with his or her proportionate share of the acreage referred to in this instrument do not exceed 46,080 chargeable acres.

3. Each of the undersigned is 21 years of age or over.

Each of the undersigned hereby certifies that the statements made herein by him or her are true, complete, and correct to the best of his or her knowledge and belief, and are made in good faith.

Executed and witnessed this 13th day of November, 1957.

WITNESSES:

Peter Rosenblum Bronx 56, N.Y.
(Name and address)

ARTHUR B. BELFER, a/k/a A. B. Belfer,
Individually and as Trustee for
Robert Belfer,
50 Sutton Place South, New York 22, N.Y.

Peter Rosenblum Bronx 56, N.Y.
(Name and address)

RACHEL BELFER,
50 Sutton Place South, New York 22, N.Y.

Peter Rosenblum Bronx 56, N.Y.
(Name and address)

LAWRENCE RUBEN,
3530 Henry Hudson Parkway, Riverdale 63, N.Y.

Dolores Leitner Bklyn 8, N.Y.
(Name and address)

SELMA RUBEN,
3530 Henry Hudson Parkway, Riverdale 63, N.Y.

Dolores Leitner Bklyn 8, N.Y.
(Name and address)

JACK SALTZ,
3601 Johnson Avenue, Riverdale 63, N.Y.

Dolores Leitner Bklyn 8, N.Y.
(Name and address)

ANITA SALTZ,
3601 Johnson Avenue, Riverdale 63, N.Y.

[redacted] [redacted] Box [redacted] Yon #535
Rcg. # 4

STATE OF WYOMING)
: SS.
COUNTY OF SUBLETTE)

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, and THE CARTER OIL COMPANY, hereinafter collectively referred to as "Assignors", do hereby each bargain, sell, assign, transfer and convey unto JOHN L. KEMMERER, JR., his heirs or assigns, hereinafter referred to as "Assignee", an undivided one-fourth (1/4) interest (a total of one-half /1-2/ interest), in and to the following referenced oil and gas lease, covering lands situated in Sublette County, State of Wyoming, to wit:

Lessor:	United States of America
Lessee:	John S. Hutchins
Date:	September 1, 1947
Serial No:	Evanston 022929
Recorded:	Book 15, Page 206

insofar as said lease covers the following described land in said County and State, to wit:

Township 27 North, Range 112 West

Section 33: S/2, NE/4
Section 34: All
Section 35: All

(said lease and land hereinabove described sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

MAY 1 1957
Assignment Approved Effective
Craig A. Decker
Manager, Land Office
Box 929, Cheyenne, Wyoming

"Paid $10 assignment fee, Rec #[redacted]"

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to be a true and comparative copy
of the official records on file
SEP 24 1991
BUREAU OF LAND MANAGEMENT

234952

RECORDED October 21 19 91 2:30 P M
IN BOOK 87 Orig PAGE 766
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

766

1. The lease acreage covered hereby is assigned by the Assignors and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, his proportionate part of each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. In the event that the Assignee should elect to surrender, let expire, abandon or release all or any of his rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignors not less than sixty (60) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Assignors, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignors.

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, but also in favor of the Assignors and their successors and assigns.

4. This assignment is made without warranty of any kind.

5. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights

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of the official records on file
SEP 24 1991
Adelle L Kwalski
BUREAU OF LAND MANAGEMENT

or int[redacted]herein assigned or reserved, shall [redacted]ed to have been properly given or delivered when delivered personally or sent by registered mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignors and Assignee, respectively, as follows:

Assignors:

Pan American Petroleum Corporation
Post Office Box 40
Casper, Wyoming

The Carter Oil Company
Post Office Box 120
Denver, Colorado

Assignee:

John L. Kemmerer, Jr.
120 Broadway
New York City 5, New York

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignors 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 said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 25 day of February, 1957.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

APPROVED
#3

THE CARTER OIL COMPANY

By _____
~~Its Attorney in Fact~~
VICE PRESIDENT

O. K. as to transaction JHM 2/28

O. K. as to form

ATTEST:
_____
Assistant Secretary

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

SEP 24 1991
BUREAU OF LAND MANAGEMENT

769

ASSIGNMENT
AND
BILL OF SALE

SUN OPERATING LIMITED PARTNERSHIP, P. O. Box 2880, Dallas, Texas 75221-2880, hereinafter referred to as "Assignor," for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby assign and convey unto MARK J. MOURNE d/b/a MOURNE OIL AND GAS, 1500 Fourmile Lane, Canon City, Colorado 81212, hereinafter referred to as "Assignee," WITHOUT WARRANTIES OR COVENANTS OF TITLE, EITHER EXPRESS OR IMPLIED, all of Assignor's right, title and interest in and to properties described in Exhibit "A," attached hereto and made a part hereof, including, but not limited to all of Assignor's right, title and interest in, to and under the following (the "Assets"):

(a) The oil, gas and other mineral leasehold interests described in Exhibit "A" attached hereto and made a part hereof, insofar as such cover and affect the lands and depths described in Exhibit "A", together with Assignor's interest in any pooled, communitized, or unitized acreage derived by virtue of Assignor's ownership of those interests described in Exhibit "A";

(b) The wells, equipment and facilities located on the lands described in Exhibit "A" or used directly in the operation of the interests described in Exhibit "A", including, but not limited to, pumps, well equipment (surface and subsurface), gas plants, saltwater disposal wells, lines and facilities, sulfur recovery facilities, compressors, compressor stations, dehydration facilities, treating facilities, pipeline gathering lines, flow lines, transportation lines (including long lines and laterals), valves, meters, separators, tanks, tank batteries, and other fixtures. However, Assignor expressly retains the right to use saltwater disposal wells and injection wells for the purpose of conducting or completing the disposal of purged ground water from remediation projects;

(c) Oil, condensate, natural gas, and natural gas liquids produced after the Effective Date, inventory, including "line fill" and inventory below the pipeline connection in tanks, attributable to the interests described in Exhibit "A";

(d) All contracts and agreements concerning the interests described in Exhibit "A", including, but not limited to, unit agreements, pooling agreements, areas of mutual interest, farmout agreements, farmin agreements, saltwater disposal agreements, water injection agreements, line well injection agreements, road use agreements, drilling contracts, operating agreements, well service contracts, production sales contracts (excluding any resale contracts of Assignor's affiliate(s)), gas balancing agreements, storage or warehouse agreements, supplier contracts, service contracts, insurance contracts,

234955

RECORDED October 21 19 91 3:16 PM
IN BOOK 87 Q+H PAGE 769
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

construction agreements, division orders and transfer orders, only insofar as such relate to the interests described in Exhibit "A";

(e) All surface use agreements, easements, rights of way, licenses, authorizations, permits, and similar rights and interests applicable to, or used or useful in connection with, any or all of the interests described in Exhibit "A". However, Assignor expressly retains the right to use such surface use agreements, easements, rights of way, licenses, authorizations, permits, and similar rights and interests in the event and to the extent such rights relate to the leasehold or mineral rights or interests described in Exhibit "A" where Assignor retains any rights or interests, or where Assignor needs access to conduct or complete remediation projects, with such access to be at Assignor's sole risk.

Any and all geophysical, seismic and other technical data and interpretations thereof and any confidential or proprietary data, including but not limited to the items listed on Exhibit "B" attached hereto and made a part hereof, shall be excluded from this conveyance.

All equipment, wells and personal property are sold AS IS AND WHERE IS, AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED.

Subject to the indemnification regarding environmental conditions and physical conditions set forth in that Purchase and Sale Agreement referenced hereinbelow, from and after Effective Date Assignee agrees to comply with any and all laws, ordinances, rules and regulations with respect to the Assets, including the abandonment of wells and/or abandonment of the personal property covered herein including, where applicable, ordinances, laws, rules and regulations governing the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells, including bonding requirements, and the use of explosives in shooting or pulling of casing and tubing. Assignee agrees that it shall properly obtain and maintain all permits required by public authorities on the Assets contained herein. Assignee agrees to restore the surface of the land included within the Assets in accordance with the terms of the applicable lease(s) when use and operation on that part of the land is completed. Assignee agrees to perform the aforesaid operations at its sole expense, to be solely responsible for damages in_connection therewith and to hold Assignor harmless therefrom from and after Effective Date. Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all costs, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character, including but not limited to pollution and environmental claims arising out of, or in connection with the Assets, plugging requirements or exceptions thereto including bonding requirements, arising out of or in connection with Assignee's or third party(s) operations on said Assets, from and after Effective Date.

The Assignee and Assignor recognize that the Federal Energy Regulatory Commission Order No. 451 as amended provides for a good faith negotiation process ("GFNP") to amend certain gas sales contracts, which may affect the contractual rights of parties other than the party who initiates the GFNP. Accordingly, if on the date of this Assignment all or any part of the Assets assigned hereunder are covered by a gas sales contract to which Assignor is a party ("Subject Gas Contract"), Assignor reserves the exclusive right to initiate the GFNP with respect to the Subject Gas Contract, and any effort by Assignee to initiate the GFNP in a manner that affects the Subject Gas Contract shall be null and void. In the event Assignor does initiate the GFNP with respect to the Subject Gas Contract or any other gas sales contract with the same gas purchaser, the gas purchaser's renegotiation rights under the GFNP shall apply to gas covered by the Subject Gas Contract and attributable to the interest assigned to Assignee hereunder, to the same extent as such renegotiation rights would have applied to the Subject Gas Contract had there been no offer or assignment.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

This Assignment and Bill of Sale is made subject to all of the terms and conditions of that Purchase and Sale Agreement by and between Sun Operating Limited Partnership and Mark J. Mourne d/b/a/ Mourne Oil and Gas, dated September 5, 1991, and Bid Package No. 91940 dated July 2, 1991, and made a part hereof by reference.

This Assignment and Bill of Sale shall be effective as of October 1, 1991 at 7:00 a.m. local time where the Assets are located ("Effective Date").

EXECUTED THIS 1st day of October, 1991.

ASSIGNOR:

SUN OPERATING LIMITED PARTNERSHIP, BY
ORYX ENERGY COMPANY,
ITS MANAGING GENERAL PARTNER

Approved:
Terms: KCW JH
Legal: BMC
Desc: JH

By: _____
Attorney-in-Fact

ASSIGNEE:

Mark J. Mourne
MARK J. MOURNE d/b/a
MOURNE OIL AND GAS

This instrument prepared by:

Becky McGee
P. O. Box 2880
Dallas, Texas 75221-2880

STATE OF TEXAS)(

COUNTY OF DALLAS)(

On this 1st day of October, 1991, before me personally appeared Joyce L Hagar, known to me to be the person who is described in and who executed the within and foregoing instrument as Attorney-in-Fact of Oryx Energy Company, Managing General Partner of SUN OPERATING LIMITED PARTNERSHIP, and acknowledged to me that such partnership executed same.

Vallory Jane Hardcastle
Notary Public

My Commission Expires:
October 20, 1992

VALLORY JANE HARDCASTLE
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 20, 1992

STATE OF Colorado)(

COUNTY OF Fremont)(

The foregoing instrument was acknowledged before me this 20th day of September, 1991, by Mark J Mourne.

Dante Alberti
Notary Public

NOTARY PUBLIC STATE OF COLORADO

My Commission Expires:
4-25-95

D-M91940.ABS - (4)

EXHIBIT "A"

Attached to and Made Part of
Assignment and Bill of Sale

SUBLETTE COUNTY, WYOMING

LEASE AGREEMENTS (OIL AND GAS OR SURFACE)

PN 568334 – Jefferson #20-24

ORYX LEASE NO.:	724516-000
LESSOR:	USA W-57811
LESSEE:	Fred Goodstein
LEASE DATE:	10/01/77
RECORDING DATA:	BOOK --- PAGE ---
DESCRIPTION:	T27N-R110W Sec. 24, S/2 NW/4, SE/4 NE/4, E/2 SW/4 Sec. 25, NE/4 NW/4 containing 240 acres, more or less.

ORYX LEASE NO.:	773093-000
LESSOR:	USA W-0320797
LESSEE:	Mrs. Margaret E. Allen
LEASE DATE:	12/01/65
RECORDING DATA:	BOOK --- PAGE ---
DESCRIPTION:	T27N-R110W, Sec. 23 E/2 SE/4, Sec. 26 NE/4 NE/4.

ORYX LEASE NO.:	773094-000
LESSOR:	USA W-48192
LESSEE:	James W. Haefele
LEASE DATE:	12/01/74
RECORDING DATA:	BOOK --- PAGE ---
DESCRIPTION:	T27N-R110W, Sec. 23: SE/4 NE/4, Sec. 24: W/2 SE/4, Limited from the surface down to but not below the stratigraphic equivalent of 14,892 feet beneath the surface as penetrated by the Jefferson #20-24 Well located in the SW/4 Sec. 24-T27N-R110W.

ORYX LEASE NO.:	773095-000
LESSOR:	USA W-49630
LESSEE:	Barbara E. Hannifin
LEASE DATE:	04/01/75
RECORDING DATA:	BOOK --- PAGE ---
DESCRIPTION:	T27N-R110W, Sec. 24: W/2 SW/4, Sec. 25: NW/4 NW/4 containing 120 acres, more or less.

[redacted] [redacted] [redacted]

SUBLETTE COUNTY, WYOMING

LEASE AGREEMENTS (OIL AND GAS OR SURFACE)

PN 568334 – Jefferson #20–24 (continued)

FOOTNOTE REFERENCES:

1. Subject to Farmout Agreement dated May 2, 1982 as amended by and between Goodstein Inc. and Primary Fuels, Inc. (C–3303–C).

2. Subject to Farmout Letter Agreement dated June 1, 1982 as amended between Getty Oil Company (as Farmor) and Primary Fuels, Inc. (as Farmee). (C–3303–D).

3. Subject to Jefferson Unit Agreement No. 14–09–0001–20962 by and between Primary Fuels, Inc. and all interest owners. (C–3303).

4. Subject to Jefferson Unit Operating Agreement dated June 18, 1982, signed by Primary Fuels, Inc., as unit operator and working interest owner. (C–3303–A).

5. Subject to Farmout Agreement dated 5/26/82 by and between American Hunter Exploration, Ltd. and Primary Fuels. (C–3303–E).

6. Subject to Farmout Agreement dated June 14, 1982 as amended by and between Energy Reserves Group and Primary Fuels. (C–3303–F).

7. Subject to Farmout Agreement dated July 1, 1982 as amended September 14, 1982 by and between Natomas North American and Primary Fuels, Inc. (C–3303–G).

8. Subject to Farmout Agreement dated July 16, 1982 as amended by and between FMC Corporation and Primary Fuels, Inc. (C–3303–H).

9. Subject to Farmout Agreement dated June 29, 1982 as amended by and between Davis Oil Company and Primary Fuels, Inc. (C–3303–I).

10. Subject to Settlement Agreement dated July, 1990 by and among Primary Fuels, Inc., Bill St. John, Oryx Energy Company and Sun Operating Limited Partnership. (C–3303).

EXHIBIT "B" ATTACHED TO
ASSIGNMENT AND BILL OF SALE BY AND BETWEEN
SUN OPERATING LIMITED PARTNERSHIP
AND
MARK J. MOURNE d/b/a MOURNE OIL AND GAS

EXCLUDED ASSETS

No additional items are excluded.

[redacted] [redacted]

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

Lease Serial No.

WYW-113672

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Presidio Exploration, Inc.
5613 DTC Parkway, Suite 800
Englewood, CO 80111-3035

f 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 eparate attached sheet of paper.

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

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

. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
dditional space on reverse, if needed. Do not submit documents or agreements other than is form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M.	25%	25%	None	None	3.0

Section 13: All
Section 14: E/2NE/4
Section 24: NE/4, NE/4NW/4
Section 25: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4
Section 26: All
Section 35: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4, ~~NE/4SW/4~~ CK (PEI) JM (AEC
Containing 2,360.00 acres, more or less
Sublette County, Wyoming

Limited from the surface to the stratigraphic equivalent of 4,310 feet subsurface as encountered in the Apache Corporation #1-14 Vernon Johnson well located in the SE/4SW/4 Section 14-T30N-R114W, Sublette County, Wyoming.

234982

RECORDED October 23RD 19 91 3:00 P M
IN BOOK 87 Misc Rec PAGE 776
FEES $ 5.00 Mary L Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Walker

This Assignment is subject to the terms of that certain Letter Agreement dated 7/17/89 amended 7/20/89.

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective AUG 01 1991

/s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER AUG 22 1991
(Title) (Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

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

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

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

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

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

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

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

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this information is being collected pursuant to the law.

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

Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease 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.

Executed and acknowledged before me this 7th day of June, 1991 by Brent J. Morse, President of Apex Energy Company.

My commission expires: 1/29/95

BARBARA A. TUCKER NOTARY PUBLIC STATE OF COLORADO

Barbara Tucker

Barbara Tucker, Notary
410 17th Street, #2001
Denver, CO 80202

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.

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

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.

Executed this 7th day of June, 19 91

Name of Transferor Apex Energy Company
Please type or print

Transferor Brent J. Morse (Signature) President
or
Attorney-in-fact Barbara Tucker (Signature) Secretary

410 17th Street, Suite 2001
(Transferor's Address)

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

Executed this 8th day of July, 1991

Presidio Exploration, Inc.

Transferee BY K. V. Tholstrom
(Signature)
or
Attorney-in-fact K. V. THOLSTROM, Vice President
(Signature)

ATTEST: K. C. ZIEL, Assistant Secretary

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

JDM rev.(1 [redacted]

[redacted]1991

ROYALTY CONVEYANCE

IN BOOK 87 OF [redacted] PAGE 778
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Barbara A. Walker

THE STATE OF WYOMING)(
)(KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUBLETTE

1. That JD MINERALS 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 Reubie B. Elder, 1021 N. Ann Street, Port Lavaca Texas 77979, 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 its successors and assigns, forever, subject to the matters stated below * of my interest in and to all oil, gas, and other minerals in, on, and under, and that may be produced from, the following lands (the "Lands") including 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) situated in the County of Sublette State of Wyoming, to-wit:

The interest conveyed herein is 100% of the interest conveyed to JD MINERALS in a Royalty Conveyance dated July 30, 1991, from Reubie B. Elder to JD MINERALS recorded in Book 87, Page 589, Oil and Gas records of Sublette County, Wyoming and is described as all of 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 SW4 Sublette County, Wyoming.

together with the rights of ingress and egress at all times for the purposes 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 portions 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 other 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 a unit which includes all or any part of said lands, or is maintained in full force and effect by production from said lands from a pool or a 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 lessor while there is located on the lease or lands pooled or unitized therewith a well capable of producing gas or oil, but shut in for lack of market or any other reason, or is drilling or reworking operations are being conducted thereon in accordance with the terms and provisions of any then existing lease covering said lands, 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 of 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 cancelled or forfeited, nor of participating in the bonus of bonuses which Grantor shall receive for any future lease, nor or 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 or 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, an 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 tne 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 such prior production, and all of Grantor's future interests 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. The effective date of this conveyance as it pertains to production runs shall be from 1st production. This conveyance covers and includes oil and gas royalty from the surface of the earth down to all depths feet below the surface of the earth.

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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 10th day of October, 1991

JD MINERALS BY:

James H. Davis

****

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF ANDERSON

This instrument was acknowledged before me on
October 10, 1991

19 91 **by** James H. Davis d/b/a/ JD MINERALS

IRMA SANTOS NOTARY PUBLIC STATE OF TEXAS MY COMM. EXPIRES 4-30-94

NOTARY SIGN HERE:
Irma Santos
Notary Public, State of Texas
Notary's name printed below:
Irma Santos

My commission expires: 04-30-94

WHEN RECORDED RETURN TO:
JD MINERALS
P.O. BOX 1520
PALESTINE, TEXAS 75802-1520
AREA CODE: 54321