AMENDMENT OF ASSIGNMENT AND BILL OF SALE

STATE OF Wyoming §
§
COUNTY OF Sublette §

WHEREAS, Meridian Oil Production Inc. (Meridian), did execute and deliver to Natural Gas Processing Company the following instrument covering lands located in Sublette County, State of Wyoming, to wit:

> Assignment and Bill of Sale dated June 15, 1990, recorded in Book 86 Page 471 of the Records of Sublette County, Wyoming, hereinafter referred to as the "Bill of Sale";

hereinafter sometimes referred to as the "Instrument"; and

WHEREAS, El Paso Natural Gas Company (El Paso) and Meridian, jointly were the legal title owners of the lands and interests described in and covered by the Instruments; and

WHEREAS, the parties hereto desire to amend the Instrument to include the execution thereof by El Paso Natural Gas Company as a partial owner of the oil and gas rights; and

NOW THEREFOR, in consideration of the mutual agreements contained herein, Meridian and El Paso do hereby amend the above described Instrument so that from and after the date hereof Meridian and El Paso shall be the Assignors in said Assignment and Bill of Sale.

Meridian and El Paso do hereby demise, lease and let, and assign and convey to Natural Gas Processing Company all of the interest of Meridian and El Paso in the properties described and covered by the Instrument pursuant and subject to the terms and provisions thereof as amended hereby.

Except as amended hereby, the Instrument shall remain in full force and effect as originally written, and the provisions hereof shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on this the 16th day of September, 1991, but effective July 1, 1990.

MERIDIAN OIL PRODUCTION INC.

By _____
John C. Beck, Attorney-in-Fact

235001

RECORDED October 25 AT 91 1:35 P M
IN BOOK 88 OR M PAGE 1
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Whiker

EL PASO NATURAL GAS COMPANY

By _____
P. Gene Wingo, Attorney-in-Fact

ATTEST:

By _____
Philip Caines, Asst. Sec./Treas.

NATURAL GAS PROCESSING COMPANY

By _____
Janeen L. Capshaw, Vice President

DIV-604051
WY-214
WY-296

LMS:se:56.1-2

STATE OF Colorado §
§
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 _____ day of March, 1991.

My commission expires:
December 21, 1993

Notary Public
Residing at Englewood, Colorado

STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared L. Gene Wingo, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of El Paso Natural Gas Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of September 1991.

My commission expires:

ANNETTE M. MARSH
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/19/93

Annette M Marsh
Notary Public
Residing at Tarrant County, TX

STATE OF Wyoming §
§
COUNTY OF WASHAKIE §

BEFORE ME, the undersigned authority, on this day personally appeared Tamera L. Capshaw, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Natural Gas Processing Co., a corporation, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of October 1991.

My commission expires: 9-30-93

[illegible] PUBLIC
County of Washakie
State of Wyoming
My Commission Expires Sept. 30, 1993

Tracy A Peterson
Notary Public
Residing at Worland, WY

[redacted]

235032

[redacted] October 28 19[redacted] 9:00 A M
IN BOOK 88 MISC PAGE 3
FEES 8.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Lebsack

RELEASE OF LEASE

LEASE NO. 665764---

AMOCO PRODUCTION COMPANY, a Delaware corporation, with an office in Denver, Colorado does hereby release, relinquish and surrender all of its right, title and interest in and to that certain oil and gas 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 7th day of October, 1991.

°APPROVED °
° °
° 9/12 °

AMOCO PRODUCTION COMPANY

By Gail Chapman
Attorney-In-Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 17TH day of OCTOBER, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared G. L. CHAPMAN 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. L. CHAPMAN 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 17th day of OCTOBER, 1991.

My commission expires April 9, 1995

Notary Public

NOTARY PUBLIC STATE OF COLORADO

WHEN RECORDED RETURN TO: Amoco Production Company
P.O. Box 800
Denver, CO 80201
Attn: Property Administration
Central Group

Expired August, 1990 - jl

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			
365764---	WYOMING, STATE OF	SCHRADER, HAROLD L	1985-08-02	BK76	PG230	
		FUL T27N-R115W, TRACT 42 (ORIG. SW/4NW/4 SEC 28) TRACT 46 (ORIG. SW/4SW/4 SEC 33)				

062-0132

[redacted]

RENTAL D[redacted]

ENCUMBRANCE October 28 [redacted] 11 2:05 P M
IN BOOK 88 Deed & Lease PAGE 5
FEES $ 6.00 Mary A. Enfield COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Albert

STATE OF WYOMING

COUNTY/PARISH OF SUBLETTE

WHEREAS, under date of July 8, 19 91 Gordon M. Mickelson, ET AL, as Lessor, executed and delivered to EXXON CORPORATION, as Lessee, an Oil, Gas and Mineral Lease recorded in Volume ____, Page ____ of the Records of Sublette, County/Parish, State of Wyoming, to which reference is here made for all purposes; and

WHEREAS, said lease is in force and effect and now owned by EXXON CORPORATION insofar as said lease covers

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

NOW, THEREFORE, in consideration of advantages to us hereunder, the undersigned hereby authorizes payment of delay rental which has heretofore accrued or which may be paid hereafter in accordance with said lease in the manner and in the amounts set out below. Payment so made shall maintain said lease as to the respective interests of the undersigned, it being understood that each of the undersigned certifies only to the amount set opposite his name and not to any other interest.

CREDIT TO	ADDRESS	AMOUNT	DEPOSITORY
Gordon M. Mickelson & Margaret G. Mickelson	P.O. Box 189 Big Piney, WY 83113	$66.43	First National Bank Pinedale, Wyoming Acct. # 278-30-0
Mae E. Mickelson	P.O. Box 190 Big Piney, WY 83113	$19.93	Key Bank Big Piney, Wyoming Acct. #
Corliss Mickelson Carlson	P.O. Box 2305 Cody, WY 82414	$23.47	Key Bank Big Piney, Wyoming Acct. #7180119418

It is agreed that the owner of the lease may, at its option, deposit delay rental in the depository designated in the lease either (1) in accordance with the above division of rental or (2) jointly to all of the parties credited with delay rental herein, and the depository designated above may be used for additional rentals and other payments under the lease, except royalties, but including shut-in royalties. It is agreed also that if the lease covers less interest in the minerals than the whole and entire fee, the rentals to be paid may be reduced proportionately.

This agreement shall not affect any terms of the lease except to the extent necessary to give effect to the provisions hereof.

This agreement shall be binding upon and effective as to each of the undersigned, his heirs, executors, administrators, successors and assigns, regardless of whether all parties named above have executed same. And in further consideration of advantages to us hereunder, we adopt, ratify and confirm said lease and hereby lease and let said land to Exxon Corporation, subject to and in accordance with all the terms and provisions of said lease and of this Rental Division Order.

WITNESS our hands and seals this 4th day of October, 19 91.

WITNESSES:

Gordon M. Mickelson

Margaret G. Mickelson

Mae E. Mickelson

Corliss Mickelson Carlson

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Mae E. Mickelson this 11 day of October, 1991.

WITNESS by hand and official seal.

Kathy J. Quintard
Notary Public

My Commission Expires:
11-19-94

KATHY J. QUINTARD - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Nov. 19, 1994

[redacted] [redacted] 233064 [redacted]

062-01-2

RENTAL DIVISION ORDER

RECORDED October 28 19 91 2:05 PM
IN BOOK 88 P+R of O+G PAGE 7
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

STATE OF WYOMING

COUNTY/PARISH OF SUBLETTE

WHEREAS, under date of July 8, 19 91, Gordon M. Mickelson, ET AL, as Lessor, executed and delivered to EXXON CORPORATION, as Lessee, an Oil, Gas and Mineral Lease recorded in Volume ____, Page ____ of the Records of Sublette, County/Parish, State of Wyoming, to which reference is here made for all purposes: and

WHEREAS, said lease is in force and effect and now owned by EXXON CORPORATION insofar as said lease covers

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

NOW, THEREFORE, in consideration of advantages to us hereunder, the undersigned hereby authorizes payment of delay rental which has heretofore accrued or which may be paid hereafter in accordance with said lease in the manner and in the amounts set out below. Payment so made shall maintain said lease as to the respective interests of the undersigned, it being understood that each of the undersigned certifies only to the amount set opposite his name and not to any other interest.

CREDIT TO	ADDRESS	AMOUNT	DEPOSITORY
Gordon M. Mickelson & Margaret G. Mickelson	P.O. Box 189 Big Piney, WY 83113	$66.43	First National Bank Pinedale, Wyoming Acct. # 278-30-0
Mae E. Mickelson	P.O. Box 190 Big Piney, WY 83113	$19.93	Key Bank Big Piney, Wyoming Acct. #
Corliss Mickelson Carlson	P.O. Box 2305 Cody, WY 82414	$23.47	Key Bank Big Piney, Wyoming Acct. #7180119418

It is agreed that the owner of the lease may, at its option, deposit delay rental in the depository designated in the lease either (1) in accordance with the above division of rental or (2) jointly to all of the parties credited with delay rental herein, and the depository designated above may be used for additional rentals and other payments under the lease, except royalties, but including shut-in royalties. It is agreed also that if the lease covers less interest in the minerals than the whole and entire fee, the rentals to be paid may be reduced proportionately.

This agreement shall not affect any terms of the lease except to the extent necessary to give effect to the provisions hereof.

This agreement shall be binding upon and effective as to each of the undersigned, his heirs, executors, administrators, successors and assigns, regardless of whether all parties named above have executed same. And in further consideration of advantages to us hereunder, we adopt, ratify and confirm said lease and hereby lease and let said land to Exxon Corporation, subject to and in accordance with all the terms and provisions of said lease and of this Rental Division Order.

WITNESS our hands and seals this 4th day of October, 19 91.

WITNESSES:

/s/ Gordon Mickelson
Gordon M. Mickelson

/s/ Margaret G. Mickelson
Margaret G. Mickelson

Mae E. Mickelson

Corliss Mickelson Carlson

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Gordon M. Mickelson this 11 day of October, 1991.

WITNESS by hand and official seal.

Kathy J. Quintard
Notary Public

My Commission Expires:
11-19-94

KATHY J. QUINTARD - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 19, 1994

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by Margaret G. Mickelson this 11 day of October, 1991.

WITNESS by hand and official seal.

Kathy J. Quintard
Notary Public

My Commission Expires:
11-19-94

KATHY J. QUINTARD - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Nov. 19, 1994

Producers 88 - Revised
Wyoming (P) (L) [redacted]

OIL AND [redacted] LEASE

THIS AGREEMENT, made and entered into this 8th day of July, 19 91, by and between GORDON M. MICKELSON AND MARGARET G. MICKELSON, husband and wife, CORLISS MICKELSON CARLSON, dealing in her separate property, and MAE E. MICKELSON, a widow, each acting individually and as a stockholder of Reservoir Ranch Company, a dissolved corporation

of P. O. Box 189, 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

235035
RECORDED October 28 19 91 2:05P
IN BOOK 88 Or A PAGE 9
FEES $ 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

~~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 ~~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% 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 NATIONAL 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 hundred nine and 83/100---------- DOLLARS ($ 109.83), 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 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

not covered by this lease which comprise a part of such pooled unit be also terminated in some effective manner. 10

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.

Gordon M. Mickelson

Gordon M. Mickelson

Margaret G. Mickelson

Margaret G. Mickelson

520-42-7981

Social Security Number

520-20-6473

Social Security Number

First National Bank
Pinedale, Wyo.
Acc 30-178-30-0

Corliss Mickelson Carlson

Corliss Mickelson Carlson

Mae E. Mickelson

Mae E. Mickelson

520-50-6950

Social Security Number

520 42 9680

Social Security Number

STATE OF WYOMING]
COUNTY OF SUBLETTE] SS.

The foregoing instrument was acknowledged before me by GORDON M. MICKELSON this 6th day of SEPTEMBER, 1991.

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: JAN 10, 1995

STATE OF WYOMING]
COUNTY OF SUBLETTE] SS.

The foregoing instrument was acknowledged before me by MARGARET G. MICKELSON this 6th day of SEPTEMBER, 1991.

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: JAN 10, 1995

COUNTY OF [redacted]TE]

The foregoing instrument was acknowledged before me by CORLISS MICKELSON CARLSON this 6th day of SEPTEMBER, 1991.
WITNESS my hand and official seal.

[redacted]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 WYOMING]
COUNTY OF SUBLETTE] SS.

The foregoing instrument was acknowledged before me by MAE E. MICKELSON this 6th day of SEPTEMBER, 1991.
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 _____]
COUNTY OF _____] SS.

(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: _____

JERRI S. HAMMOND
EXXON COMPANY, U.S.A.
233 BENMAR, ROOM 945
HOUSTON, TEXAS 77060

//

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P. O. Box 1363, Cheyenne, Wyoming 92001 (hereinafter referred to as "Assignor") hereby assigns and conveys unto WRW Energy CO., a Colorado general partnership, with an address of 1201 Williams, Suite 11A, Denver, Colorado 80218 (hereinafter referred to as "Assignee") as an overriding royalty interest free and clear of all costs of production, except severance and other production taxes, an undivided 1.125125% of 8/8th (i.e., 5% of 22.5025%) interest in all oil, gas and other hydrocarbon substances produced, saved and marketed under the terms of the Oil and Gas Lease, and any extensions or renewals thereof, described below, insofar only as said Lease covers those lands and horizons described below located in Sublette County, Wyoming:

USA Lease Serial
Number W-73977

Township 32 North, Range 114 West
Section 20: NE/4

Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6,750 feet encountered in the drilling of the Mickelson Creek #43-20 Well located in the E/2 of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

containing 160 acres, more or less

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto said Assignee, its heirs, successors and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, to the terms of that certain Gas Purchase Contract No. 01242 dated November 21, 1966 by and between Chandler-Simpson, Inc., et al., and Northwest Pipeline.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed to Assignee, its successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this 11th day of October, 1991.

Attest:

Dianne E. Greene
Dianne E. Greene, Assistant

FORT COLLINS CONSOLIDATED
ROYALTIES, INC.

By: Ed N. Harrison
Ed N. Harrison, President

235036

RECORDED October 28 19 91 2:20 P
IN BOOK 88 Oil & Gas PAGE 12
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Q. Walker

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1991, by ED N. HARRISON as President and by DIANNE E. GREENE as Assistant Secretary of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address _____
_____

OFFICIAL NOTARY SEAL
JULIA L. KIFF
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires SEP 26, 1995

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P. O. Box 1363, Cheyenne, Wyoming 92001 (hereinafter referred to as "Assignor") hereby assigns and conveys unto WRW Energy CO., a Colorado general partnership, with an address of 1201 Williams, Suite 11A, Denver, Colorado 80218 (hereinafter referred to as "Assignee") as an overriding royalty interest free and clear of all costs of production, except severance and other production taxes, an undivided 1.25% of 8/8th (i.e., 5% of 25%) interest in all oil, gas and other hydrocarbon substances produced, saved and marketed under the terms of each of the Oil and Gas Leases, and any extensions or renewals thereof, described on Exhibit "A" attached hereto, which Exhibit is hereby incorporated herein, insofar only as said Leases cover those lands and horizons described on said Exhibit located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto said Assignee, its heirs, successors and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Leases, and those certain agreements and contracts, described on Exhibit "A".

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed to Assignee, its successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this 14th day of October, 1991.

Attest:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Dianne E. Greene
Dianne E. Greene, Assistant

By: Ed N. Harrison
Ed N. Harrison, President

STATE OF California)
) SS.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 14th day of October, 1991, by ED N. HARRISON as President and by DIANNE E. GREENE as Assistant Secretary of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

Sept 6, 1995

Julia L. Kife
Notary Public
Address 1100 S. Hope St.
Los Angeles

OFFICIAL NOTARY SEAL
JULIA L. KIFE
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires SEP 26, 1995

235037

RECORDED October 28 19 91 2:20 P M
IN BOOK 68 PAGE 14
FEES $ 12.00 Mary D. Lathrop COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

"EXHIBIT A"

SUBLETTE COUNTY, WYOMING

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN FORT COLLINS CONSOLIDATED ROYALTIES, INC. AND WRW ENERGY CO.
DATED _____, 1991

NOTE: Unless otherwise indicated, the horizons covered by this Assignment include depths from the surface of the following described lands to all greater depths.

USA LEASE SERIAL NUMBER	DESCRIPTION
W-36440	✓ Township 32 North, Range 114 West, 6th P.M. Section 26: S/2 Section 27: W/2, SE/4 containing 800 acres, more or less Sublette County, Wyoming
W-36439	✓ Township 32 North, Range 114 West, 6th P.M. Section 9: Lots 1, 2, 3, 4, S/2 N/2, S/2 Section 21: NE/4, S/2 SE/4, NW/4 SE/4 Section 22: All Section 23: W/2 Section 26: NW/4 containing 1813.64 acres, more or less Sublette County, Wyoming
W-18099	✓ Township 33 North, Range 114 West, 6th P.M. Section 30: Lots 1, 2, 3, NW/4 NE/4, E/2 NW/4 Section 31: Lots 1, 2, NE/4, E/2 NW/4 containing 561.20 acres, more or less Sublette County, Wyoming
W-121818	✓ Township 33 North, Range 115 West, 6th P.M. Section 24: SE/4 SE/4 containing 40 acres, more or less Sublette County, Wyoming
W-121822	✓ Township 33 North, Range 115 West, 6th P.M. Section 24: NE/4 SE/4 containing 40 acres, more or less Sublette County, Wyoming
W-06008	✓ Township 32 North, Range 114 West, 6th P.M. Section 20: S/2 SE/4 Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6,750 feet as encountered in the drilling of the Mickelson Creek #43-20 Well located in the E/2 of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming. Subject to the terms of that certain Gas Purchase Contract No. 01242 dated November 21, 1966 by and between Chandler-Simpson, Inc., et al., and Northwest Pipeline. containing 80 acres, more or less Sublette County, Wyoming

"EXHIBIT A"

SUBLETTE COUNTY, WYOMING

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN FORT COLLINS CONSOLIDATED ROYALTIES, INC. AND WRW ENERGY CO.
DATED _____, 1991

NOTE: Unless otherwise indicated, the horizons covered by this Assignment include depths from the surface of the following described lands to all greater depths.

W-28739

Township 32 North, Range 114 West, 6th P.M.
Section 28: All
Section 33: N/2
Section 34: All
Section 35: All

Limited in depth from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875 feet drilled in the Celeron Federal 21-28 Well located in the NW/4 of Section 28, Township 32 North, Range 114 West, 6th P.M.

containing 1920.00 acres, more or less
Sublette County, Wyoming

W-73977

Township 32 North, Range 114 West, 6th P.M.
Section 20: N/2 SE/4

Limited in depth from the surface of the earth to 100 feet below the stratigraphic equivalent of 6,750 feet as encountered in the drilling of the Mickelson Creek #43-20 Well located in the E/2 of Section 20, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

Subject to the terms of that certain Gas Purchase Contract No. 01242 dated November 21, 1966 by and between Chandler-Simpson, Inc., et al., and Northwest Pipeline.

Subject to the terms of that certain Seismic Option and Optional Farmout Agreement dated November 14, 1983 by and between Celeron Oil and Gas Company and Chandler & Associates, Inc., as amended.

containing 80 acres, more or less
Sublette County, Wyoming

W-119845

Township 31 North, Range 114 West, 6th P.M.
Section 1: Lots 1, 2, 3, 4, S/2 N/2, S/2
Section 2: Lots 2, 3, 4, S/2 N/2, E/2 SW/4, SE/4

containing _____ acres, more or less
Sublette County, Wyoming

W-60641

Township 33 North, Range 114 West, 6th P.M.
Section 19: Lots 1, 2, E/2 NW/4, W/2 NE/4

containing 239.18 acres, more or less
Sublette County, Wyoming

"EXHIBIT A"

SUBLETTE COUNTY, WYOMING

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN FORT COLLINS CONSOLIDATED ROYALTIES, INC. AND WRW ENERGY CO.
DATED _____, 1991

NOTE: Unless otherwise indicated, the horizons covered by this Assignment include depths from the surface of the following described lands to all greater depths.

W-38512

Township 32 North, Range 114 West, 6th P.M.
Section 21: SW/4

Limited in depth to all formations and depths from the surface of the earth to a depth of 50 feet below the stratigraphic equivalent of the total depth to which the Celeron Federal #21-28 Well was drilled in the NE/4 NW/4 of Section 28, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming, said well having reached a total depth of 11,875 feet.

containing 160 acres, more or less
Sublette County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P. O. Box 1363, Cheyenne, Wyoming 92001 (hereinafter referred to as "Assignor") hereby assigns and conveys unto WRW Energy CO., a Colorado general partnership, with an address of 1201 Williams, Suite 11A, Denver, Colorado 80218 (hereinafter referred to as "Assignee") as an overriding royalty interest free and clear of all costs of production, except severance and other production taxes, an undivided .9375% of 8/8th (i.e., 5% of 18.75%) interest in all oil, gas and other hydrocarbon substances produced, saved and marketed under the terms of the Oil and Gas Lease described below, and any extensions or renewals thereof, insofar only as said Lease covers those lands and horizons described below located in Sublette County, Wyoming:

USA Lease Serial
No. W-60642

Township 33 North, Range 114 West
Section 19: Lots 3, 4, E/2 SW/4, SE/4

Limited in depth from the surface of the earth to the stratigraphic equivalent of the total depth of 11,464 feet drilled in the No. 24-19 Federal Well located in the SE/4 SW/4 of Section 19, Township 33 North, Range 114 West, 6th P.M., Sublette County, Wyoming.

Containing 319.46 acres, more or less

Sublette County, Wyoming

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto said Assignee, its heirs, successors and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described above, and to the terms of that certain Amendment to Farmout Agreement dated February 22, 1985 by and between Natural Gas Corporation of California, Pacific Transmission Supply Company and Celeron Oil and Gas Company.

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed to Assignee, its successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this 17th day of October, 1991.

Attest:

Dianne E. Greene, Assistant

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

By: Ed N. Harrison
Ed N. Harrison, President

235038

RECORDED October 26 19 91 2:20 PM
IN BOOK 66 Oil & Gas PAGE 18
FEES $ 6.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] Jeri Bethany Gilbert [redacted]

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1991, by ED N. HARRISON as President and by DIANNE E. GREENE as Assistant Secretary of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address _____
_____

OFFICIAL NOTARY SEAL
JULIA L. KIFF
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires SEP 26,1995

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P. O. Box 1363, Cheyenne, Wyoming 92001 (hereinafter referred to as "Assignor") hereby assigns and conveys unto WRW Energy CO., a Colorado general partnership, with an address of 1201 Williams, Suite 11A, Denver, Colorado 80218 (hereinafter referred to as "Assignee") as an overriding royalty interest free and clear of all costs of production, except severance and other production taxes, an undivided .625% of 8/8th (i.e., 5% of 12.5%) interest in all oil, gas and other hydrocarbon substances produced, saved and marketed under the terms of each of the Oil and Gas Leases, and any extensions or renewals thereof, described on Exhibit "A" attached hereto, which Exhibit is hereby incorporated herein, insofar only as said Leases cover those lands and horizons described on said Exhibit located in Sublette County, Wyoming.

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto said Assignee, its heirs, successors and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Leases described on Exhibit "A".

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed to Assignee, its successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this 4th day of October, 1991.

Attest:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Dianne E. Greene
Dianne E. Greene, Assistant

By: Ed N. Harrison
Ed N. Harrison, President

STATE OF California)
) SS.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 4th day of October, 1991, by ED N. HARRISON as President and by DIANNE E. GREENE as Assistant Secretary of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

Sept 24, 1995

Notary Public
Address [redacted]

OFFICIAL NOTARY SEAL
JULIA L. KIFE
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires SEP 26,1995

235039

RECORDED October 28 AT 91 2:20 P M
IN BOOK EEPO & All Oil PAGE 20
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] by Bethany A. Wi[redacted]

"EXHIBIT A"

SUBLETTE COUNTY, WYOMING

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN FORT COLLINS CONSOLIDATED ROYALTIES, INC. AND WRW ENERGY CO.
DATED _____, 1991

USA LEASE SERIAL NUMBER	DESCRIPTION
W-33563	TRACT I Township 32 North, Range 114 West, 6th P.M. Section 27: NE/4 Limited in depth from the surface of the earth to the stratigraphic equivalent of the total depth of 11,875 feet drilled in the Celeron Federal 21-28 Well located in the NW/4 of Section 28, Township 32 North, Range 114 West, 6th P.M. TRACT II Township 32 North, Range 114 West, 6th P.M. Section 27: NE/4 Limited in depth from 11,875 feet to the stratigraphic equivalent of 12,856 feet drilled in the Federal 13-4 Well located in the NW/4 SW/4 of Section 4, Township 31 North, Range 114 West, 6th P.M. containing 160 acres, more or less Sublette County, Wyoming
W-38512	Township 32 North, Range 114 West, 6th P.M. Section 21: NW/4 Limited in depth to all formations and depths from the surface of the earth to a depth of 50 feet below the stratigraphic equivalent of the total depth of 11,875 feet drilled in the Celeron Federal 21-28 Well located in the NE/4 NW/4 of Section 28, Township 32 North, Range 114 West, 6th P.M., Sublette County, Wyoming. containing 160 acres, more or less Sublette County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

22

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, the undersigned, FORT COLLINS CONSOLIDATED ROYALTIES, INC., a Colorado corporation, with an address of P. O. Box 1363, Cheyenne, Wyoming 92001 (hereinafter referred to as "Assignor") hereby assigns and conveys unto WRW Energy CO., a Colorado general partnership, with an address of 1201 Williams, Suite 11A, Denver, Colorado 80218 (hereinafter referred to as "Assignee") as an overriding royalty interest free and clear of all costs of production, except severance and other production taxes:

(1) an undivided 1.09375% of 8/8th (i.e., 5% of 21.875%) interest in all oil, gas and other hydrocarbon substances produced, saved and marketed under the terms of the Oil and Gas Lease described on Exhibit "A" attached hereto and incorporated herein, and any extensions or renewals thereof, insofar and only insofar as said Lease covers the lands described on said Exhibit "A", and limited to a depth from the surface to the stratigraphic equivalent of the total depth of 11,875 feet drilled in the Celeron Federal 21-28 Well located in the NW/4 of Section 28, Township 32 North, Range 114 West, 6th P.M.; and

(2) an undivided 1.25% of 8/8th (i.e., 5% of 25%) interest in all oil, gas and other hydrocarbon substances produced, saved and marketed under the terms of the Oil and Gas Lease described on Exhibit "A" attached hereto and incorporated herein, and any extensions or renewals thereof, insofar and only insofar as said Lease covers the lands described on said Exhibit "A", and limited to a depth below the stratigraphic equivalent of the total depth of 11,875 feet drilled in the Celeron Federal 21-28 Well located in the NW/4 of Section 28, Township 32 North, Range 114 West, 6th P.M.

TO HAVE AND TO HOLD the overriding royalty interests herein conveyed unto said Assignee, its heirs, successors and assigns, FOREVER, subject to the terms and conditions of the Oil and Gas Lease described on Exhibit "A".

Assignor hereby covenants and agrees to defend the title of the interests herein conveyed to Assignee, its successors and assigns, against all parties claiming by, through and under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this 17th day of October, 1991.

Attest:

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

Dianne E. Greene
Dianne E. Greene, Assistant

By: Ed N. Harrison
Ed N. Harrison, President

235040

RECORDED October 28 19 91 2:20 PM
IN BOOK 88 MISC PAGE 22
FEES $ 10.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

STATE OF California)
) SS.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this 17th day of October, 1991, by ED N. HARRISON as President and by DIANNE E. GREENE as Assistant Secretary of Fort Collins Consolidated Royalties, Inc., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

April 29, 1995

Notary Public
Address 1440 Westlake
L.A. Ca 90026

OFFICIAL NOTARY SEAL
JULIA L. KIFF
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires SEP 29, 1995

"EXHIBIT A"

SUBLETTE COUNTY, WYOMING

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST BY AND BETWEEN FORT COLLINS CONSOLIDATED ROYALTIES, INC. AND WRW ENERGY CO. DATED _____, 1991

PAGE 1 OF 1

USA LEASE SERIAL NUMBER	DESCRIPTION
W-36439	Township 32 North, Range 114 West, 6th P.M. Section 21: NE/4 SE/4 containing 40 acres, more or less Sublette County, Wyoming

Form 3106-14
(October 1981)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
W-67178

Lease effective date
April 1, 1979

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

PART I

235062

1. Assignee's Name
Energetics Operating Company

Address (*include zip code*)
116 Inverness Drive East
Englewood, CO 80112

RECORDED October 30 1991 10:40 AM
IN BOOK 88 PAGE 25
FEES $8.00 Mary L. Kinghorn COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M.
Tract 1 - Section 1: Lots 1, 2, S½NE¼
Tract 2 - Section 1: Lots 3, 4, S½NW¼

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 NE¼ Sec. 1-27N-112W.

Containing 320.40 acres, more or less, in Sublette County, Wyoming.

This Assignment is made subject to that certain Farmout Agreement dated August 15, 1982 by and between Dome 1980 Institutional Investors Ltd., TCPL Resources USA Ltd. and Energetics, Inc.

3. Specify interest or percent of operating rights being conveyed to assignee	Tract 1 Tract 2	100.00% 50.00%
4. Specify interest or percent of operating rights being retained by assignor	Tract 1 Tract 2	-0- 50.00%
5. Specify overriding royalty interest being reserved by assignor	Tract 1 Tract 2	5.00% -0-
6. Specify overriding royalty previously reserved or conveyed, if any		5.00%

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

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

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

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

Executed this 1st day of July, 1983.

DOME 1980 INSTITUTIONAL INVESTORS LTD.
By: Dome Petroleum Corp., Attorney-in-Fact

Ruth A. Aivaliotis, Attorney-in-Fact
2900 Dome Tower
1625 Broadway
Denver, CO 80202

TCPL RESOURCES USA LTD.
By: Dome Petroleum Corp., Attorney-in-Fact

Ruth A. Aivaliotis, Attorney-in-Fact
2900 Dome Tower
1625 Broadway
Denver, CO 80202
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 01 1983

By Judith A. McDuffie (Authorized Officer)
Chief, Oil & Gas Section
(Title)
SEP 12 1984
(Date)

WY650 for 13663 ACTING

6501859
-244 ontario

25

FOR ASSIGNEE

PART II 26

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

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 25th day of July, 1983.

Gene W. Anderson, Vice President-Land
(Assignee's Signature)

ENERGETICS OPERATING COMPANY
116 Inverness Drive East
(Assignee's Address)

ATTEST:

Lou Switzer, Assistant Secretary

Englewood, CO 80112-5397
(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

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of July, 1983, by Gene W. Anderson as Vice President - Land, for Energetics Operating Company.

Witness my hand and official seal.

My Commission Expires June 24, 1987
16378 E. Peyton Way, Aurora, CO 80012

Marjorie M. Phillips Notary Public

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

ROUTINE USES:

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

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

[redacted]

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 S[redacted]
W-74317

Lease Effective Date (Anniversary Date)
3-01-82

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* John J. Redfern, III, Independent Executor of the Estate of John J. Redfern, Jr., Deceased
Street P. O. Box 50890
City, State, ZIP Code Midland, TX 79710

*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 (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 30 North, Range 113 West	4.35%	.76058	58%	Estate of John J. Redfern, Jr., Dec'd.	
Section 6: Lots 3, 4, 5, SE/4NW/4, W/2SE/4, SE/4SE/4		.76058	58%	Rosalind Redfern	
Section 12: N/2NW/4 (less approx. 2.20 acres in R/W E-024404)		.94294	30%	Rosalind Redfern Grover	
Section 20: SW/4		.94294	25%	S.P.E.L.L., Inc.	
		.94294	30%	Redfern Oil Company	
Sublette County, Wyoming					
Star Corral - #9SB9109					

235130

RECORDED November 1 19 91 2:55 PM
IN BOOK 88-0+04 PAGE -0-27
FEES 14.00 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.

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

needed.

Rosalind Redfern
P. O. Box 2127
Midland, TX 79702

Rosalind Redfern Grover
P. O. Box 2127
Midland, TX 79702

S.P.E.L.L., Inc.
P. O. Box 50890
Midland, TX 79710

Redfern Oil Company
P. O. Box 50890
Midland, TX 79710

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 Assignor as shown on current lease Bergen Oil Company
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact John J. Redfern, III, Managing Partner
(Signature)

P. O. Box 50890
(Assignor's Address)

Midland, TX 79702
(City) (State) (Zip Code)

Executed this 24th day of April, 19 91

Assignee (1981) Estate of John J. Redfern, Jr., Deceased
(Signature)
or
Attorney-in-fact John J. Redfern, III, Independent Executor
(Signature)

Executed this 15th day of April 1991

Assignee Rosalind Redfern
Rosalind Redfern

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: 1988-573-525

Executed this 15 day of April 1991

Assignee _____
Rosalind Redfern Grover

Executed this 24th day of April 1991

Assignee S.P.E.L.L., Inc.
_____
John J. Redfern, III, Attorney-in-Fact

Executed his 24th day of April 1991

Assignee Redfern Oil Company
_____
John J. Redfern, III, President

Executed this 15th day of April 1991

Assignee _____
Arden R. Grover joins in the execution of this instrument to acknowledge the fact that the interest conveyed to Rosalind R. Grover is her sole and separate property and he claims no interest in such.

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991, by JOHN J. REDFERN, III, Managing Partner on behalf of Bergen Oil Company, (1981), a Texas general partnership.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Lyle D. Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991 by JOHN J. REDFERN, III, Independent Executor of the Estate of John J. Redfern Jr., deceased.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Lyle D. Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991, by JOHN J. REDFERN, III, President of Redfern Oil Co.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Lyle D. Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ROSALIND REDFERN.

My Commission Expires:

10-15-94

Shirley R. Choate
Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ROSALIND REDFERN GROVER.

My Commission Expires:

10-15-94

Shirley R. Choate
Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 14th day of APRIL, 1991, by JOHN J. REDFERN III, Attorney-In-Fact, for S.P.E.L.L., INC., for the consideration and in the capacity therein stated.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-91

Lyle D. Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ARDEN R. GROVER.

My Commission Expires:

10-15-94

SHIRLEY R. CHOATE
Notary Public
STATE OF TEXAS
My Comm. Exp. OCT 15, 1994

Shirley R. Choate
Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

Form 3000-3
(June 1988)

UNITED STATES 32
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-82343

Lease Effective Date (Anniversary Date)
2-01-83

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** John J. Redfern, III, Independent Executor of the Estate of John J. Redfern, Jr., Deceased
Street P. O. Box 50890
City, State, ZIP Code Midland, TX 79710

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 30 North, Range 113 West, 6th P.M.					
Section 5: N/2 SE/4 & SW/4 SE/4 Section 7: NE/4	4.35%	.76058	58% Estate of John J. Redfern, Jr., Dec'd.		
		.76058	58% Rosalind Redfern		
280.00 acres, more or less		.94294	30% Rosalind Redfern Grover		
Sublette County, Wyoming		.94294	25% S.P.E.L.L., Inc.		
		.94294	30% Redfern Oil Company		
			-0-		
Star Corral - #9SB9106					

235131
RECORDED November 1 19 91 2:55 PM
IN BOOK 89 Of M/ Lg PAGE 32
FEES $14.00 Mary L. Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK
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.

_____ (Authorized Officer)

_____ (Title) (Date)

[redacted] [redacted] [redacted]

Rosalind Redfern
P. O. Box 2127
Midland, TX 79702

Rosalind Redfern Grover
P. O. Box 2127
Midland, TX 79702

S.P.E.L.L., Inc.
P. O. Box 50890
Midland, TX 79710

Redfern Oil Company
P. O. Box 50890
Midland, TX 79710

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 Assignor as shown on current lease Bergen Oil Company
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact John J. Redfern, III, Managing Partner (Signature)

P. O. Box 50890
(Assignor's Address)

Midland, TX 79710
(City) (State) (Zip Code)

Executed this 24th day of April, 19 91

Assignee Estate of John J. Redfern, Jr., Deceased (Signature)
or
Attorney-in-fact John J. Redfern III, Independent Executor (Signature)

Executed this 15th day of April 1991

Assignee Rosalind Redfern
Rosalind Redfern

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-[illegible]

Executed this 15 day of April 1991

Assignee Rosalind Redfern Grover

Executed this 24th day of APRIL 1991

Assignee S.P.E.L.L., Inc.

John J. Redfern, III, Attorney-in-Fact

Executed his 24th day of APRIL 1991

Assignee Redfern Oil Company

John J. Redfern, III President

Executed this 15th day of April 1991

Assignee

Arden R. Grover joins in the execution of this instrument to acknowledge the fact that the interest conveyed to Rosalind R. Grover is her sole and separate property and he claims no interest in such.

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991, by JOHN J. REDFERN, III, Managing Partner on behalf of Bergen Oil Company, (1981), a Texas general partnership.

Lyle D. Cannon
Notary Public Signature

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-91

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991 by JOHN J. REDFERN, III, Independent Executor of the Estate of John J. Redfern Jr., deceased.

Lyle D. Cannon
Notary Public Signature

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991, by JOHN J. REDFERN, III, President of Redfern Oil Co.

Lyle D Cannon
Notary Public Signature

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ROSALIND REDFERN.

Shirley R. Choate
Notary Public Signature

My Commission Expires:

10-15-94

SHIRLEY R. CHOATE
Notary Public
STATE OF TEXAS
My Comm. Exp. OCT 15, 1994

Shirley R. Choate
Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ROSALIND REDFERN GROVER.

My Commission Expires:

10-15-94

Notary Public Signature

Shirley R. Choate

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 24th day of APRIL, 1991, by JOHN J. REDFERN III, Attorney-In-Fact, for S.P.E.L.L., INC., for the consideration and in the capacity therein stated.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-91

Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ARDEN R. GROVER.

My Commission Expires:

10-15-94

Notary Public Signature

Shirley R. Choate

Notary's Printed or Typed Name

ce 1988)

DEPARTMENT O[redacted] INTERIOR
BUREAU OF LAND MANAGEMENT

OM[redacted]
Expir[redacted] 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-72857

Lease Effective Date
(Anniversary Date)
10-01-81

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* John J. Redfern, III, Independent Executor of the Estate of John J. Redfern, Jr., Deceased
Street P. O. Box 50890
City, State, ZIP Code Midland, TX 79710

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

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
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 113 West	8.7%	1.521171%		Estate of John J. Redfern, Jr., Dec'd.	
Section 5: SE/4SE/4		1.521171%		Rosalind Redfern	
		1.885886%		Rosalind Redfern Grover	
Sublette County, Wyoming **235132**		1.885885%		S.E.L.L., Inc.	
RECORDED November 1 19 91 2:55 PM IN BOOK 88 Rec'd PAGE 37 FEES $ 14.00 Mary L. [illegible] COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING		1.885886%		Redfern Oil Company	
Star Corral - #9SB9110 by Bethany A. Walker			-0-		

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

ssignment approved effective _____

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

_____ (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 New Part A, if needed.

38

Rosalind Redfern
P. O. Box 2127
Midland, TX 79702

Rosalind Redfern Grover
P. O. Box 2127
Midland, TX 79702

S.P.E.L.L., Inc.
P. O. Box 50890
Midland, TX 79710

Redfern Oil Company
P. O. Box 50890
Midland, TX 79710

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 Assignor as shown on current lease Bergen Oil Company
Please type or print

Assignor _____ (Signature)
or John J. Redfern, III, Managing
Attorney-in-fact Partner
(Signature)

P. O. Box 50890
(Assignor's Address)

Midland, TX 79710
(City) (State) (Zip Code)

Executed this 24th day of April, 19 91

Estate of John J. Redfern, Jr., (1981) Deceased

Assignee _____ (Signature)
or John J. Redfern, III, Independent
Attorney-in-fact Executor
(Signature)

Executed this 15th day of April 1991

Assignee Rosalind Redfern
Rosalind Redfern

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]

Executed this 15 day of April 1991

Assignee Rosalind Redfern Grover
Rosalind Redfern Grover

Executed this 24th day of April 1991

Assignee S.P.E.L.L., Inc.
John J. Redfern, III, Attorney-in-Fact

Executed his 29th day of April 1991

Assignee Redfern Oil Company
John J. Redfern, III, President

Executed this 15th day of April 1991

Assignee _____
Arden R. Grover joins in the execution of this instrument to acknowledge the fact that the interest conveyed to Rosalind R. Grover is her sole and separate property and he claims no interest in such.

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.

Rosalind Redfern
P. O. Box 2127
Midland, TX 79702

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991, by JOHN J. REDFERN, III, Managing Partner on behalf of Bergen Oil Company, (1981), a Texas general partnership.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Lyle D. Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991 by JOHN J. REDFERN, III, Independent Executor of the Estate of John J. Redfern Jr., deceased.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Lyle D. Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 24th day of April, 1991, by JOHN J. REDFERN, III, President of Redfern Oil Co.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Lyle D Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ROSALIND REDFERN.

My Commission Expires:

10-15-94

NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. OCT 15, 1994

Shirley R. Choate
Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ROSALIND REDFERN GROVER.

My Commission Expires:

10-15-94

Shirley R. Choate
Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

SHIRLEY R. CHOATE
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-15-94

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 9th day of APRIL, 1991, by JOHN J. REDFERN III, Attorney-In-Fact, for S.P.E.L.L., INC., for the consideration and in the capacity therein stated.

My Commission Expires:

LYLE D. CANNON
Notary Public, State of Texas
My Commission Expires 6-9-94

Lyle D Cannon
Notary Public Signature

Notary's Printed or Typed Name

THE STATE OF TEXAS §
§
COUNTY OF Midland §

The foregoing instrument was acknowledged before me this 15th day of April, 1991, by ARDEN R. GROVER.

My Commission Expires:

10-15-94

CINDY R. CHOATE
Notary Public
STATE OF TEXAS
My Comm. Exp. OCT 15, 1994

Shirley R. Choate
Notary Public Signature

Shirley R. Choate
Notary's Printed or Typed Name

235229

Effective 11-86
Form ML-2
(revised 10-90)

RECORDED Dec 12 19 91 AT 3:35 pm
IN BOOK EE 074 PAGE 42
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
by Bethany A. Walker

RETURN TO:
Public Lands Office
Herschler Bldg., 3 West
Cheyenne, WY 82002

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

WY35262
181880-00

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 91-00601, effective June 2, 19 91, described completely as follows:

Township 30 North, Range 108 West, 6th P.M.
Section 16: N½

County Sublette Total Acres 320.00

ASSIGNOR, LCM, Ltd.

with address at P.O. Box 596, Denver, Colorado 80201-0596,

being the owner of 100% percent undivided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 30 North, Range 108 West, 6th P.M.
Section 16: N½

for good and valuable consideration, hereby assigns to:

(1) Meridian Oil, Inc., assignee, with address at:
5613 DTC Parkway, Englewood, Colorado 80111, 100% 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 100% percent of full leasehold interest), insofar as it covers the following described land:

Township 30 North, Range 108 West, 6th P.M.
Section 16: N½

containing 320.00 acres, more or less, and retaining 0% percent interest in this lease and reserving unto assignor overriding royalty interest of: 0%,
subject to: _____
_____.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

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 24th day of June, 1991

LCM, Ltd.
Assignor - Lessee

WITNESS:

By: _____
Title: Partner

Attest:

_____
Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Colorado)
) ss.
County of Denver)

On this 24th day of June, 19 91, before me personally appeared Lester C. McCormick, Partner of LCM, Ltd, 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 24 day of June, 19 91.

_____
Notary Public

My Commission expires: 6-24-1994

ACKNOWLEDGEMLNT (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: OCT 22 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.)

MERIDIAN OIL
801 CHERRY STREET
FORT WORTH, TEXAS 76102

LEASE SERIAL NO. 91-00601

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 ___ Individual X 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: Meridian Oil Inc.

Address: 5613 DTC Parkway

Englewood, Colorado 80111

Telephone: (303)930-9300

MERIDIAN OIL INC.

By: _____
Assignee's Signature John C. Beck
Attorney-in-Fact

5613 DTC Parkway, Englewood, CO 80111
Assignee's Address

July 8, 1991
Date

Signature of all assignees is required.

_____
Assignee's Signature

_____
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: _____

[redacted]EET
[redacted]82102

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.

AMENDMENT OF ASSIGNMENT AND BILL OF SALE

235297

RECORDED November 18 19 91 10:15 A M
IN BOOK 88 OF M L & L PAGE 46
FEES $ 8.00 Mary L. Lythgoe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

STATE OF Wyoming §
§
COUNTY OF Sublette §

WHEREAS, Meridian Oil Production Inc. (Meridian), did execute and deliver to Natural Gas Processing Company the following instrument covering lands located in Sublette County, State of Wyoming, to wit:

> Assignment and Bill of Sale dated June 15, 1990, recorded in Book 86 Page 471 of the Records of Sublette County, Wyoming, hereinafter referred to as the "Bill of Sale";

hereinafter sometimes referred to as the "Instrument"; and

WHEREAS, El Paso Natural Gas Company (El Paso) and Meridian, jointly were the legal title owners of the lands and interests described in and covered by the Instruments; and

WHEREAS, the parties hereto desire to amend the Instrument to include the execution thereof by El Paso Natural Gas Company as a partial owner of the oil and gas rights; and

NOW THEREFOR, in consideration of the mutual agreements contained herein, Meridian and El Paso do hereby amend the above described Instrument so that from and after the date hereof Meridian and El Paso shall be the Assignors in said Assignment and Bill of Sale.

Meridian and El Paso do hereby demise, lease and let, and assign and convey to Natural Gas Processing Company all of the interest of Meridian and El Paso in the properties described and covered by the Instrument pursuant and subject to the terms and provisions thereof as amended hereby.

Except as amended hereby, the Instrument shall remain in full force and effect as originally written, and the provisions hereof shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on this the 16th day of September, 1991, but effective July 1, 1990.

MERIDIAN OIL PRODUCTION INC.

By _____
John C. Beck, Attorney-in-Fact

EL PASO NATURAL GAS COMPANY

By _____

NATURAL GAS PROCESSING COMPANY

By _____
Janeen L. Capshaw, Vice President

ATTEST: NATURAL GAS PROCESSING COMPANY CORPORATE SEAL WYOMING

By _____
Philip Caines, Asst. Sec./Treas.

DIV-604051
WY-214
WY-296

LMS:se:56.1-2

STATE OF Colorado §
§
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 20th day of ~~March,~~ September 1991.

My commission expires:

December 21, 1993

LORETTA SCHWEHR NOTARY PUBLIC STATE OF COLORADO

Loretta Schwehr
Notary Public
Residing at Englewood, Colorado

STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared F. Gene Wingo, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of El Paso Natural Gas Company, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of September 1991.

My commission expires:

ANNETTE M. MARSH
Notary Public
STATE OF TEXAS
My Comm. Exp. 08/19/9?

Annette M Marsh
Notary Public
Residing at Tarrant County, TX

STATE OF Wyoming §
§
COUNTY OF Washakie §

BEFORE ME, the undersigned authority, on this day personally appeared Tamie L Capron, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Natural Gas Processing Co., a corporation, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of October 1991.

My commission expires: 9-30-93

Notary Public
Residing at Worland, Wy

Page 2

Form 3100-11b
(August 1988)

48

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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 Hanson & Strahn Energy Land Services Inc
Street Box 1108
City, State, Zip Code Cheyenne, WY 82003

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

235302

RECORDED November 18 AT 91 10:45A
IN BOOK 88 PAGE 48
FEES $ 20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 035[illegible] R 11[illegible] 06[illegible] Meridian [illegible] State Sublette County

Sec. 026 ALL;
027 [illegible];
035 [illegible]

Total acres in lease 1[illegible].00
Rental retained $ 2100.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner (Title) OCT 11 1991 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1991

(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 m[redacted] and, if acquired lands, percentage of Federal ownersh[redacted] ll be returned.

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 [redacted] withdrawn or rejected

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

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

2. This information will be used to create and maintain a record 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 regulations in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas lease offer.

AUTHORITY: 30 U.S.C. 181 et seq., 30 U.S.C. 351-359.

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

ROUTINE USES:

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

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

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

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

EFFECT OF NOT PROVIDING INFORMATION: If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

---

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act, (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act, and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 ____

_____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals.—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years, thereafter $2.00;
(b) Competitive lease, $1.50, for primary term, thereafter $2.00;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties.—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental or not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds.—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage.—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection.—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports 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 lease lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease.—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises.—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default.—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest.—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

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WYW125511

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: Feb. 28, 1991

State	Date of sale
WY	12-11-91

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)* :		
☒ Oil and Gas Parcel Number 145	$2,560.00	
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

[illegible] INC.
Print or Type Name of Lessee

[illegible]
Signature of Lessee or Bidder

P.O. Box [illegible]
Address of Lessee

[illegible] WY [illegible]
City State Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

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

(Continued on reverse)

OPTIONAL USE COPY

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States, an association *(including partnerships and* [illegible] citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act, and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States, an association of such citizens, a municipality or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence, a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508.

PRINCIPLE PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

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

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.

This information will be used to determine the bidder submitting the highest bid.

Response to this request is required to obtain a benefit.

BURDEN HOURS STATEMENT

[illegible]

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

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.

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.

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Beaver Ridge

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. [illegible]

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 Hanson & Strahn Energy Land Services Inc
Street Box 1106
City, State, Zip Code Cheyenne, WY 82003

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

235303

RECORDED November 18 1991 10:45 AM
IN BOOK 88 Misc PAGE 56
FEES $ 22.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 32 0N R. 110W 06th Meridian WY State Sublette County

Sec. 020 S2,
021 All;
028 All;
029 All;
032 All,
033 All;

Total acres in lease 2560.000
Rental retained $ 3840.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner (Title) OCT 11 1991 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1991

(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 offer[redacted]d billing address.

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 [redacted] parts withdrawn or rejected

...e Paperwork Reduction A[redacted]4 U.S.C. 3501 et seq.) requires us to inform you that

This information is being collected pursuant to the law

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

Response to this request is required to obtain a benefit

...OTICE

...he Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished ...he following information in connection with information required by this oil and gas lease offer

...AUTHORITY: 30 U.S.C. 181 et seq., 30 U.S.C. 351-359

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

[redacted]TINE USES:

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

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

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

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

EFFECT OF NOT PROVIDING INFORMATION--If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 200,000 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 [illegible]osed 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 [illegible] to mining [illegible] 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.

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

5E

Expires: Feb. 28, 1991

State	Date of sale
[illegible]	[illegible]

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)* : [X] Oil and Gas Parcel Number 4191	$5,120.00 $2.00/ACRE	
[ ] Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA)		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

[illegible]
Print or Type Name of Lessee

[illegible]
Signature of Lessee or Bidder

[illegible]
Address of Lessee

[illegible]
City State Zip Code

[illegible]

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

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

(Continued on reverse)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States, an association *(including partnerships and corporations)* of citizens, a municipality or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect in oil and gas leases in the State identified [illegible] 246,080 acres each in public domain or acquired land including acreage covered by this bid of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 27(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 C.F.R. Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

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 the information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq., 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508.

PRINCIPLE PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

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

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit.

BURDEN HOURS STATEMENT

[illegible] Reduction Project (1004-0[illegible]), Washington, D.C. 20503.

0145310

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.

2. WILDLIFE STIPULATION

a. To protect elk calving areas, drilling and other surface disturbing activity will not be allowed during the period from May 1 to June 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.

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.

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-118324

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: Burton G. Lowe
   Street: P. O. Box 1063
   City, State, Zip Code: Boise, Idaho 83701

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No. WY-8812-636 *Sale Date (m/d/y): 12 / 6 / 88
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. 28 N R. 107 W Meridian 6th P.M. State WY County Sublette

Section 31: Lots 1-4
Section 31: E½, E½W½
Section 32: All

235345
RECORDED November 25 19 91 9:15A M
IN BOOK 88 PAGE 65
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Amount remitted: Filing fee $ 75.00 Rental fee $ 1905.00 Total acres applied for 1269.67
Total $ 1980.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SAME LAND DESCRIPTION AS ITEM 2

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1989 OCT 23 PM 12:01
RECEIVED
CHEYENNE, WYOMING

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
ACTING (Signing Officer)
SUPERVISORY LAND LAW EXAMINER (Title) NOV 06 1989 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

FOR LESSEE

(Continued on reverse)

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 23 day of October, 19 89

(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.

M-[redacted]

★U.S.GPO:1988-0-573-017/98032

[redacted] [redacted] [redacted]

W-11832

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

Surface disturbance will be prohibited in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

e. Construction with frozen material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other mineral lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee, or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor, or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CORRECTED

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-36422

Lease Effective Date
(Anniversary Date)
October 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 DTC 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 25: W/2, SE/4	0.23352%	0.23352%	-0-	-0-	2%

This Assignment is to correct that Assignment of Record Title Interest from Rocky Mountain Oilfinders, Inc. to Presidio Exploration, Inc. dated November 29, 1990 and recorded in Book 87 O&G, Page 195 of the records of Sublette County, Wyoming. Said Assignment contained an error insofar as the description of Section 25. The Assignment described the W/2SE/4 of Section 25-T27N-R111W as being conveyed. The correct description is the W/2, SE/4 of Section 25-T27N-R111W.

235349

RECORDED November 25, 19 91 9:45 A M
IN BOOK 88 PAGE 69
FEES $ 6.00 Mary L. Kaufman 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.

70

1. This information is being collected pursuant to the law

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

3. Response to this request is required to obtain benefit

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

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

STATE OF Colorado

COUNTY OF Douglas

This instrument was acknowledged before me this 5th day of September, 1991 by L. Clark Kiser, as president of ROCKY MOUNTAIN OILFINDERS, INC. on behalf of said corporation.

My Commission Expires 7/11/92

Karen A. Stanton
Notary Public

KAREN A. STANTON NOTARY PUBLIC STATE OF COLORADO

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 law 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 5th day of Sept, 1991

Name of Assignor as shown on current lease: ROCKY MOUNTAIN OILFINDERS, INC.

Please type or print

Assignor or Attorney-in-fact: L. Clark Kiser, President (Signature)

(Signature)

401 South Wilcox Street

(Assignor's Address)

Castle Rock (City) Colorado (State) 80104 (Zip Code)

Executed this 20th day of November, 1991

PRESIDIO EXPLORATION, INC.

Assignee or Attorney-in-fact: Ed Kerr (Signature)

(Signature)

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

Form 3000-3a
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

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

CORRECTED

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

Lease Serial No.

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 ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Presidio Exploration, Inc.
   Street 5613 DTC Parkway, Suite 750
   City, State, ZIP Code 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)* ☒ 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 25: W/2, SE/4	0.23352%	0.23352%	-0-	-0-	2%

This Assignment is to correct that Transfer of Operating Rights from Rocky Mountain OilFinders, Inc. to Presidio Exploration, Inc. dated November 29, 1990 and recorded in Book 87 O&G, Page 198 of the records of Sublette County, Wyoming. Said Transfer contained an error insofar as the description of Section 25. The Transfer described the W/2SE/4 of Section 25-T27N-R111W as being conveyed. The correct description is the W/2, SE/4 of Section 25-T27N-R111W.

235350

RECORDED November 25 19 91 9:15 AM
IN BOOK 89 O&G PAGE 71
FEES $ 8.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Lobaker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

PAPERWORK REDUCTION ACT STATEMENT

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

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

3. Response to this request is required to obtain benefit

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

STATE OF Colorado

COUNTY OF Douglas

This instrument was acknowledged before me this 5th day of September, 1991 by L. Clark Kiser, as president of ROCKY MOUNTAIN OILFINDERS, INC. on behalf of said corporation.

My Commission Expires 9/11/92

Karen A Stanton
Notary Public

STANTON NOTARY PUBLIC STATE OF COLORADO

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 Sept, 19 91

Name of Transferor ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

Transferor
or L. Clark Kiser, (Signature) President

Attorney-in-fact
(Signature)

401 South Wilcox Street
(Transferor's Address)

Castle Rock (City) Colorado (State) 80104 (Zip Code)

Executed this 20th day of November, 19 91

PRESIDIO EXPLORATION INC.

Transferee
or
Attorney-in-fact
(Signature)

Ed Kerr
(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

BUREAU OF LAND MANAGEMENT

[redacted] TO LEASE AND LEASE FOR [redacted] ND 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: Hanson & Strahn Energy Land Services, Inc.
   Street: P.O. Box 1108
   City, State, Zip Code: Cheyenne, WY 82003

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.: 9110-493 *Sale Date (m/d/y): 10 / 01 / 91

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

T. 35 North R. 113 West Meridian 6th P.M. State Wyoming County Sublette

Section 02: Lots 1-4, S1/2N1/2, W1/2SW1/4
Section 04: SE1/4
Section 06: Lots 1-7, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4
Section 10: E1/2SE1/4
Section 17: NE1/4SE1/4

Total acres applied for 1,279.21

Amount remitted: Filing fee $ 75.00 Rental fee $ 1,920.00 Total $ 1,995.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

OFF ATTACHED

235392

RECORDED November 27 19 91 3:00 P M
IN BOOK EE PAGE 73
FEES $ 20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease _____

Rental retained $ _____

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

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

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) OCT 29 1991 (Date)

EFFECTIVE DATE OF LEASE NOV 01 1991

(Continued on reverse)

FOR LESSEE

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 2nd day of October, 19 91

Hanson & Strahn Energy Land Services, Inc. by Marc Randal Strahn

(Signature of Lessee or Attorney-in-fact)

Attest: Kathi Hanson

Marc Randal Strahn, President

Kathi Hanson, Secretary-Treasurer

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties - Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations. To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property - Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity— Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest - Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. GOVERNMENT P[redacted]ICE 1988—673-016/95010

WYW125645 1279.210 Acres
T.0350N, R.1130W, 06th PM, WY
sec. 002 LOTS 1-4;
002 S2N2,W2SW;
004 SE;
006 LOTS 1-7;
006 S2NE,SENW,E2SW,SE;
010 E2SE;
017 NESE;
Sublette County

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

Surface disturbance will be prohibited in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

e. Construction with frozen material or during periods when the soil material is saturated 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 elk calving areas, drilling and other surface disturbing activity will not be allowed during the period from May 1 to June 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.

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.

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.

[redacted]93

Rippe's Draw [redacted]
Requirement #4

RECORDED January 21 19 11 3:45 P.M.
IN BOOK 66 OF Misc. PAGE 61 AGREEMENT AND RELEASE
FEES #16.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

[illegible] Barthan [illegible]
[illegible]

THIS AGREEMENT AND RELEASE is entered into the day and year hereinafter stated by and between W. Russell Hull ("Hull") and ENRON OIL & GAS COMPANY, a Delaware corporation, maintaining a place of business at 1801 California Street, Denver, Colorado, 80202 ("ENRON").

I. RECITALS

A. ENRON owns working interests in certain oil and gas leases located in Utah and Wyoming, more particularly described on Exhibit A attached hereto and incorporated herein by reference. This Agreement and Release shall concern and pertain to all oil and gas leases described on Exhibit A, and to any other oil and gas lease owned by ENRON or with respect to which ENRON is responsible for distribution of proceeds from the sale of production and as to which Hull owns an interest, located in the States of Utah and Wyoming, whether or not specifically described on Exhibit A. All such leases shall be collectively referred to as "the Subject Leases".

B. ENRON owns the working interest and is responsible for distribution of proceeds from the sale of production from each of the Subject Leases.

C. ENRON also owns an overriding royalty with respect to the Subject Leases.

D. Hull owns an overriding royalty with respect to the Subject Leases and may claim a larger overriding royalty than appears of record based upon the allegation that certain assignments which appear to be executed by Hull or his predecessors in interest are the product of forgery.

E. Hull desires that ENRON continue to distribute proceeds from the sale of production to overriding royalty interest owners in the Subject Leases in accord with apparent record title, and without regard to Hull's claims for additional interest. ENRON is willing to continue to pay proceeds from the sale of production on those terms, subject to the provisions hereof.

II. AGREEMENT

A. For and in consideration of the mutual benefits and agreements of the parties which are provided for herein, including but not limited to ENRON's continuation to pay production proceeds notwithstanding adverse claims of ownership, and in consideration of the sum of $10.00 in hand paid by ENRON to Hull, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to and adopt the terms and provisions hereinafter stated.

III. PAYMENT OF PROCEEDS AND INDEMNIFICATION

A. ENRON agrees to continue to pay Hull and other overriding royalty owners in the Subject Leases, including itself, for proceeds from the sale of production in accordance with apparent record title and notwithstanding any outstanding claims to additional interest in the Subject Leases that Hull might maintain.

B. Distribution of proceeds shall be made subject to the terms hereof and to existing Division Orders which pertain to the Subject Leases. In the event of any conflict between the terms hereof and existing Division Orders, the terms hereof shall control. ENRON's rights shall be in addition to those provided for in the Division Orders.

C. Distribution of proceeds as provided for herein shall continue until (1) an adverse claim is made by a third party, (2) until final determination (including all appeals) is made changing ownership, or (3) Hull shall notify ENRON that it desires payment of production proceeds to be suspended which suspension shall be implemented within thirty (30) days of receipt of such notice.

D. Hull does hereby and by these presents, on behalf of himself, his heirs, successors and assigns, agree at all times to hold harmless and indemnify ENRON, its successors and assigns, against any and all claims, suits, debts, damages, costs, charges, and expenses, including court costs and attorneys' fees and against all liability, losses or damages of whatsoever nature incurred or that may at any time be sustained by reason of payment of production proceeds by ENRON in the manner set forth in Section III herein.

IV. ADDITIONAL COVENANTS AND RELEASE

A. In further consideration for the terms and provisions hereof, Hull agrees never to institute any action or suit at law or at equity against ENRON based upon the alleged forgeries nor to institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses, production proceeds or present ownership of overriding royalty or working interest in the Subject Leases, based upon any claim Hull might have in or pertaining to the Subject Leases, based upon the alleged forgeries whether known or unknown, past, present or future. Hull does further recognize and ratify the present interest of ENRON in and to the Subject Leases as the same may appear of record, including ENRON's overriding royalty and working interest.

1. Hull further agrees that this instrument may be treated as a defense to any action or proceeding that may be brought, instituted or taken by Hull or on his behalf, or by his successors and assigns, against ENRON, the subject matter of which relates to Hull's claims of forgery and shall forever be a complete bar to the commencement or prosecution of any such action or proceeding against ENRON for or on account of ENRON's interest in and to the Subject Leases, or distribution of proceeds from the sale of production therefrom.

2. Hull specifically reserves his right to prosecute claims against third parties other than ENRON to establish any interest in and to the Subject Leases that he might claim or to production proceeds associated with his interest.

B. In furtherance of the foregoing intent, Hull does hereby presently release any claim he may have against ENRON to establish an interest in the Subject Leases adverse to ENRON's interest or pertaining to past or continuing distribution of production proceeds from the Subject Leases by ENRON. Hull hereby releases ENRON, its successors and assigns, from any and all claims he might have to ENRON's record title interest in and to the Subject Leases. This instrument is intended as a complete, present release of any such claims against ENRON's interest in the Subject Leases.

V. GENERAL CONDITIONS

A. The parties agree that the terms and provisions hereof shall be kept confidential, and shall not be disclosed to third parties without the prior written consent of the other party.

B. The terms and provisions hereof shall be binding on the parties hereto, their heirs, successors and assigns, and it is specifically agreed that the release of claims herein made by Hull shall be binding upon his successors in interest and all those claiming an interest in the Subject Leases by, through or under Hull.

C. The terms and provisions hereof shall be governed by the laws of the State of Utah.

D. This contract contains the entire agreement between the parties relative to the matters which are addressed here, and there are no other representations or agreements between the parties, written or oral, other than those set forth herein. The terms and provisions hereof may be modified or terminated only upon the mutual agreement of both parties as evidenced in writing.

DATED this 4 day of Oct, 1991.

By: _____

Title: _____

_____
W. Russell Hull

EXXON OIL & GAS COMPANY

By: _____
D. Weaver

Title: Agent and Attorney-in-Fact

ACKNOWLEDGEMENT TO AGREEMENT AND RELEASE
DATED: _____
BETWEEN ENRON OIL & GAS COMPANY AND W. RUSSELL HULL

STATE OF)
:ss
COUNTY OF)

The foregoing Agreement and Release was acknowledged before me this ____day of _____, 1991, by _____, the _____ of Enron Oil & Gas Company.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

COLORADO
STATE OF [redacted])
:ss
COUNTY OF DENVER)

The foregoing Agreement and Release was acknowledged before me this 12th day of November, 1991, by [redacted] D. Weaver, as Agent and Attorney-in-Fact of Enron Oil & Gas Company.

_____
NOTARY PUBLIC

My Commission Expires: 3-27-93 Residing at: 13265 W. 62nd Place
Arvada, Colorado 80004

EXHIBIT A

Enron Lease #	Serial #	Description
0050026-000	W-0136178 (segregated from W-06206)	Township 30 North, Range 113 West Section 21: S/2 Sublette County, Wyoming
0050078-000	EV-024355	Township 29 North, Range 112 West Section 32: E/2, E/2W/2 Section 33: W/2, W/2SE/4 Sublette County, Wyoming
0050187-000	W-06206	Township 30 North, Range 113 West Section 9: E/2 Section 15: N/2, N/2S/2, SE/4SW/4, S/2SE/4 Sublette County, Wyoming
0050206-000	W-21125 (segregated from W-06206)	Township 30 North, Range 113 West Section 9: W/2 Section 15: SW/4SW/4 Section 21: N/2 Sublette County, Wyoming
0050102-000	EV-026054	Township 29 North, Range 113 West Section 27: W/2SE/4, SW/4 Sublette County, Wyoming
0050362-000	W-01322	Township 29 North, Range 113 West Section 26: SE/4NW/4, S/2NE/4, N/2SE/4, SE/4SE/4, SW/4SE/4 Sublette County, Wyoming

STIPULATION OF OVERRIDING ROYALTY INTEREST

WHEREAS, W. Russell Hull, Morgan (J.H.) Gas & Oil Co. (a Utah corporation), Enron Oil & Gas Company, the Estate of Clarence I. Justheim and Wyoming Petroleum Corporation are the overriding royalty interest owners in the following described lands (hereinafter referred to as "said lands");

Township 30 North, Range 113 West
Section 15: N/2, N/2S/2, S/2SE/4, SE/4SW/4
Sublette County, Wyoming

WHEREAS, some confusion exists with respect to the exact overiding royalty interest that each of the below named parties owns in said lands; and

WHEREAS, under title requirement number four in the Division Order Title Opinion dated November 15, 1989, prepared by O'Connor & Hannan, Attorneys at Law, the below named parties are required to execute a stipulation of overriding royalty interest in order to establish the ownership of overriding royalty interests in said lands.

NOW, THEREFORE, we, the below named parties, do hereby agree that the overriding royalty interests in the above described lands are owned by the following named parties to this agreement in the proportions set forth below:

OWNERS	OVERRIDING ROYALTY INTERESTS OWNED
W. Russell Hull	0.25% of 8/8ths
Morgan (J.H.) Gas & Oil Co. (a Utah corporation)	0.50% of 8/8ths
Enron Oil & Gas Company	1.20% of 8/8ths
Estate of Clarence I. Justheim	0.30% of 8/8ths
Wyoming Petroleum Corporation	3.75% of 8/8ths
	6.0% of 8/8ths

The parties hereto do grant and convey unto each of the named owners the undivided overriding royalty interest set opposite the name of each of said owners in and to the overriding royalty interest described herein.

Each such interest is subject to all valid and subsisting oil, gas and mineral leases of record in said County and State, and such leases are hereby ratified, confirmed and adopted.

No warranty of title is made by any party hereto and in the event that title to any overriding royalty interest described herein should fail, in whole or in part, the balance shall be owned by each of the said parties in the proportions above stated.

The provisions hereof shall be binding upon and inure to the benefit of each party hereto, his heirs, representatives, successors and assigns.

235394

RECORDED December 27 1991 3:00 P.M.
IN BOOK E Misc 42 PAGE 87
FEES $7.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Kathy C. Hall

This Agreement may be executed in any number of counterparts, with the same effect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 12th day of March, 1990, however effective as of September 2, 1989, said latter date being the date of first sales for the Rippe's Draw #1-15 well.

W. Russell Hull

ATTEST:

MORGAN (J.H.) GAS & OIL CO.

By: _____
Title: Secretary

By: _____
Title: President

ENRON OIL & GAS COMPANY

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

Raymond I. Ebert, General Personal Representative of the Estate of Clarence I. Justheim, deceased

ATTEST:

WYOMING PETROLEUM CORPORATION

By: _____
Title: _____

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by W. Russell Hull.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

This Agreement may be executed in any number of counterparts, with the same effect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this _____ day of _____, 1990, however effective as of September 2, 1989, said latter date being the date of first sales for the Rippe's Draw #1-15 well.

_____
W. Russell Hull

ATTEST:

MORGAN (J.H.) GAS & OIL CO.

By: _____
Title: _____

By: _____
Title: _____

ENRON OIL & GAS COMPANY

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

_____
Raymond I. Ebert, General Personal
Representative of the Estate of
Clarence I. Justheim, deceased

ATTEST:

WYOMING PETROLEUM CORPORATION

By: _____
Title: _____

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by W. Russell Hull.

WITNESS my hand and official seal.

My Commission Expires:

_____

_____
Notary Public

E4

This Agreement may be executed on any number of counterparts with the same effect as if all parties had executed the same agreement, and it shall be binding upon those who executed the same, regardless of whether it is executed by others.

Agreed to this 11th day of September, 1990, however effective as of September 2, 1989, said latter date being the date of first sales for the Rippe's Draw #1-15 well.

W. Russell Hull

ATTEST:

MORGAN (J.H.) GAS & OIL CO.

By: _____
Title: _____

By: _____
Title: _____

ENRON OIL & GAS COMPANY

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

Raymond A. Ebert

Raymond A. Ebert, General Personal Representative of the Estate of Clarence I. Justheim, deceased

ATTEST:

WYOMING PETROLEUM CORPORATION

By: _____
Title: _____

By: R. A. Ebert
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by W. Russell Hull.

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 12th day of March, 1990, by Larrie Bennion, the Secretary of Morgan (J.H.) Gas & Oil Co.

WITNESS my hand and official seal.

My Commission Expires:

2-28-94

Notary Public

JULIE KOLLER
Notary Public
STATE OF UTAH
My Commission Expires
February 28, 1994
175 S Main Street SLC, UT 84111

STATE OF _____)
) ss.
COUNTY OF _____)

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

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 I. Ebert, general personal representative of the Estate of Clarence I. Justheim, deceased.

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 _____, the _____ of Wyoming Petroleum Corporation.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public

6420P

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, the _____ of Morgan (J.H.) Gas & Oil Co.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

STATE OF Colo)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 7th day of January, 1990, by D. Weaver, Agent and Attorney-in-Fact of Enron Oil & Gas Company.

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 I. Ebert, general personal representative of the Estate of Clarence I. Justheim, deceased.

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 _____, the _____ of Wyoming Petroleum Corporation.

WITNESS my hand and official seal.

My Commission Expires:

_____
Notary Public

6420P

) ss.
COUNTY [redacted] _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, the _____ of Morgan (J.H.) Gas & Oil Co.

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 D. Weaver, Agent and Attorney-in-Fact of Enron Oil & Gas Company.

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 R. Ebert, general personal representative of the Estate of Clarence I. Justheim, deceased.

WITNESS my hand and official seal.

My Commission Expires: 4/15/91

_____ _____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1990, by _____, the _____ of Wyoming Petroleum Corporation.

WITNESS my hand and official seal.

My Commission Expires:

4/15/91 _____
Notary Public

6420P

93

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, R. K. O'CONNELL

P. O. Box 2003, Casper, Wyoming 82602-2003

(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, Colorado 80110

(hereinafter called Assignee), twenty five percent (25%) interest in and to the oil and gas lease dated see attached schedule, 19___, from see attached schedule, Lessor, to ____, Lessee, recorded in book ___, page ___, insofar as said lease covers the following described land in Sublette County, State of Wyoming

see attached schedule

of ~~Section~~, ~~Township~~, ~~Range~~, ~~and containing~~ ~~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 none

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 12th day of November, 1991.
without warranties of any kind.

(Seal)

(Seal)

R. K. O'Connell (Seal)

Vula O'Connell

Vula O'Connell, spouse

COUNTY OF [redacted)

This instrument was filed for record on the 2ND day of December, 19 91, at 1:35 pm o'clock P M., and duly recorded in book 88 Ot A Page 94 of the records of this office.

Mary L. Lankford by Bethany A. Walker
Register of Deeds.

When recorded Return to 235399

STATE OF [redacted] Wyoming }
COUNTY OF Natrona } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 18th day of November, 1991, personally appeared R. K. O'Connell

and Vula O'Connell

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

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

My Commission Expires 7/3/94

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

Cindy L. King
Notary Public.

State of Wyoming }
County of Natrona } ss.

The foregoing instrument was acknowledged before me this day of November 19 91
by R. K. O'Connell

Witness my hand and official seal.

My Commission Expires: 7/3/94

Notary Public

State of .....
County of ..... } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

.....
Notary Public.

My Commission expires .....

No. .....

FROM .....

TO .....

..... 19....

Dated .....

No. Acres .....

Term .....

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

..... County Clerk.

By ..... Deputy.

When recorded return to .....

CASPER PRESS, 134 N. CENTER, CASPER, WYO.

95

EXHIBIT "A" PAGE One of One STATE OF Wyoming COUNTY OF Sublette

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
	Clifford R. Daniels, a widower	Dolar Oil Properties	4/29/91	Township 30 North, Range 114 West Sec. 15: SW 21: E2NE 22: SENE, W2NE, NW 23: SENE, W2NE, NW, N2S2 containing 960.00 gross acres, m/1	87 o/g	328
	Inez P. Finnegan, aka Inez Finnegan, a widow, by Kathleen Bardin King, Attorney-in-Fact	Dolar Oil Properties	4/10/91	Township 30 North, Range 114 West Sec. 15: SW 21: E2NE 22: SENE, W2NE, NW 23: SENE, W2NE, NW, N2S2 containing 960.00 gross acres, m/1	87 o/g	326
	Frances M. Johnson, a single woman	Dolar Oil Properties	2/10/91	Township 30 North, Range 114 West Sec. 3: NESE 14: SWNE, NWNW, S2NW, SW, W2SE 15: NENE, SE 22: NENE containing 680.00 gross acres, m/1	87 o/g	281
	Robert V. Thompson and Bette M. Thompson, h/w	R. K. O'Connell'	5/22/86	Township 29 North, Range 113 West Sec. 6: Lots 5,6,7, W2SE, E2SW, SENW 7: LOTS 1,2, W2NE, E2NW Township 29 North, Range 114 West Sec. 1: Lots 5,6,7, SWNE, W2SE containing 806.61 acres, m/1	[illegible] /g	137
	Robert V. Thompson and Bette M. Thompson, h/w	Dolar Oil Properties	2/10/91	Township 30 North, Range 114 West Sec. 3: NESE 14: SWNE, NWNW, S2NW, SW, W2SE 15: NENE, SE 22: NENE containing 680.00 gross acres, m/1	87 o/g	283
	James P. Walker and Evelyn Walker, h/w	Dolar Oil Properties	5/2/91	Township 30 North, Range 114 West Sec. 8: S2NW, NWSE, NESW containing 160.00 acres, m/1	87 o/g	502

95A

SOC Lse #16-[redacted]

Form 3000-3
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

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

CORRECTION OF

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)
1/1/90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1 Assignee*
Street
City, State, ZIP Code

Samedan Oil Corporation
1660 Lincoln Street, Suite 3000
Denver, Colorado 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 separate attached sheet of paper

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

2 This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West Section 3: SW¼NW¼ 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%	-0-	6.25%	-0-

235493

RECORDED December 9 19 91 3:20 P M
IN BOOK 86 Oil & Gas PAGE 96
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 DEC 1 1991

[ ] Assignment approved for land description indicated on reverse of this form

/s/ Doris M. Miller

By (Authorized Officer)

for SUPERVISORY LAND LAW EXAMINER (Title) NOV 21 1991

FOR ASSIGNEE

96

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

RECEIVED
OCT 25 1991
SAMEDAN OIL CORPORATION

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Maurice W. Brown this 21 day of October, 1991.

Witness my hand and official seal.

My commission expires:

ROSETTA M. HETTICH - NOTARY PUBLIC
County of Laramie State of Wyoming
My Commission Expires Nov. 16, 1991

Notary Public

****

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.

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 22 day of October, 19 91

Name of Assignor as shown on current lease Maurice W. Brown
Please type or print

Assignor (Signature)
or
Attorney in fact (Signature)

614 South Greeley Highway
(Assignor's Address)

Cheyenne WY 82007
(City) (State) (Zip Code)

Executed this 21 day of October, 19 91

Assignee SAMEDAN OIL CORPORATION
or George L. DeMare
Attorney in fact Vice President & Division General Manager
(Signature)

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

Form 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-A

Lease effective date
5/1/59

PART I

. 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, nd/or subleases to the assignee shown above, the operating rights in such lease as specified below.

. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2–3 or 3101.1–4)

ownship 27 North, Range 112 West, 6th P.M.

ract 1: Section 31, Lot 10, SE¼NW¼, E½SW¼, NW¼SW¼NE¼, E½NE¼NW¼, SW¼NE¼NW¼ - 100%

ract 2: Section 31, Lots 3,4,9, W½SE¼, NW¼NE¼NW¼, S½SW¼NE¼, NE¼SW¼NE¼

Zone 1: Surface to base of Mesaverde Formation 80%
Zone 2: Below base of Mesaverde Formation 100%

ontaining 373.91 acres, more or less, in
ublette County, Wyoming

wner interest owned to depth as specified above

235495

RECORDED December 9 IN 91 3:32 PM
IN BOOK E&M Or'd Y Page 96
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

. Specify interest or percent of operating rights being conveyed to assignee	All
. 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.

t is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to verriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This assignment is made without warranty of title, either express or implied.

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.
ELCO PETROLEUM CORPORATION

R. A. Grinstead
(Assignor's Signature)

R. A. Grinstead
Vice President

One Dag Hammarskjold Plaza
(Assignor's Address)

New York New York 10017
(City) (State) (Zip Code)

BDC Lease #1200-009

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 01 1981

By Jack G. Tillyard
(Authorized Officer)
for Chief, Oil & Gas Section

APR 13
(Date)

0050282-000
GRB

98 (Title) FOR ASSIGNEE

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

PART II

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

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

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

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

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

Executed this 15th day of November , 19 83 .

BELCO DEVELOPMENT CORPORATION

[signature]
(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

COUNTY OF HARRIS [redacted]

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.

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES:

5-31-85

Rebecca W. Yarbrough, Notary Public
in and for the State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the 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.

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES:

5-31-85

Rebecca W. Yarbrough, Notary Public
in and for the State of Texas

101

Form 3105-5
(October 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
W-025410

Lease effective date
5/1/59

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignee's Name

BELCO DEVELOPMENT CORPORATION

Address *(include zip code)*

10,000 Old Katy Road, Houston, Texas 77055

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

2. Describe the lands affected by this assignment	Assignment approved as to lands described below

Township 26 North, Range 113 West, 6th P.M.

Section 2: Lot 1

Township 27 North, Range 112 West, 6th P.M.

Section 30: Lots 1,2,5,6, E½W½

Containing 293.24 acres, more or less,
in Sublette County, Wyoming

235496

RECORDED December 9 IN 91 3:30 P M
IN BOOK EE OF Leases PAGE 101
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	All
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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

This assignment is made without warranty of title, either express or implied.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 15th day of November, 19 83, in quadruplicate originals, but to be effective the 29th day of July, 1983.

BELCO PETROLEUM CORPORATION

(Assignor's Signature)

R. A. Grinstead
Vice President

BDC Lease # 1200-008

One Dag Hammarskjold Plaza
(Assignor's Address)

New York (City) New York (State) 10017 (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective _____ By _____
(Authorized Officer)

(Title) (Date)

005028I-000
GRB

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

FOR ASSIGNEE

[redacted] PART II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 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 record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

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

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

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

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

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.

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES:

5-31-85

Rebecca W. Yarbrough

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:

5-31-85

NOTARY PUBLIC STATE OF TEXAS

Rebecca W. Yarbrough

Rebecca W. Yarbrough, Notary Public
in and for the State of Texas

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 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".

235497

RECORDED December 9 19 91 3:30 PM
IN BOOK EE 604 PAGE 104
FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Walker

50275-000 GRB

1940-1

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 _____ day of _____, 19____.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

Approved

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this _____ day of _____, 19____, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this _____ day of _____, 19____.

_____
Notary Public

My Commission Expires Oct. 3, 1964

OES:cc - 1-18-61 - (200)
HER:jw
1-2-61

FORM 165 8-50

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	ORR
1-04491	United States of America (W-025407-A)	Louise Blanton	5-1-54	Township 27 North, Range 112 West Section 31: Lots 1,2,5,6,7,8,11,12, N/NE	15 15	334 336	3% (Previously reserved)

10.7

[redacted] [redacted]

STATE OF NEW [redacted])
COUNTY OF NEW YORK) ss:

On this 25th day of April, 1961, personally appeared before me ROBERT A. BELFER and ARTHUR M. WALTER who being by me duly sworn did say, each for himself, that he, the said ROBERT A. BELFER is the Vice-President and he, the said ARTHUR M. WALTER is the Treasurer of BELCO PETROLEUM CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ROBERT A. BELFER and ARTHUR M. WALTER each duly acknowledged to me that said corporation executed the same as its free act and deed and that the seal affixed is the seal of said corporation.

Notary Public

My Commission Expires:
HELEN WAHL
Notary Public, State of New York
No. 31-9497411
Qualified in New York County
Commission Expires March 30, 1962

194491

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Lease
Serial No. Wyoming 02514-07-A

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.

Attest:

_____
Jack Saltz, Secretary.

==========

Assignment Approved Effective:

_____
(Date)

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

_____
(Title)

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

RECORDED December 9 AT 91 3:30 PM
IN BOOK 68 Misc Rec Page 110
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

235498

A S S I G N M E N T

by Bethany A. Walker

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 _____ 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".

Assignment Approved Effective APR 1 1961

Cecil E Hase
Manager, Land Office
Box 929, Cheyenne Wyoming

50276-000 GCB

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 _____ day of _____, 19____.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

APPROVED

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this _____ day of _____, 19____, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this _____ day of _____, 19____.

_____
Notary Public

My Commission Expires Oct. 3, 1964

OES:mej - 1-18-61 - (200)
HER: jw
1-2-61

FORM 165 5-50

LEASE SCHEDULE

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF SUBLETTE

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ORR
155263	United States of America (W-020123)	Helen V. Smith	4-1-53	Township 27 North, Range 112 West Section 6: All Section 8: W/2 Section 17: W/2 NW, SE NW, SW Section 20: NW, N/2 SW, SW SW, Lot 6	21	509	3% (Previously reserved)

113

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

In the Matter of Oil and Gas Lease

Serial No. Wyoming 020123

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.

Attest:

_____
Jack Saltz, Secretary.

Assignment Approved Effective:

_____
(Date)

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

_____
(Title)

115

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

RECORDED December 9 19 91 3:30 P M
IN BOOK Misc Rec Vol 4 PAGE 115
FEES $ 12.00 by Barbara A. Lindquist COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

235499

A S S I G N M E N T by Bethany A. Walker

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 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 1991

Cecil L. Hase
Manager, Land Office
Box 929 Cheyenne, Wyoming

50296-000 [redacted]

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 December, 19 60.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

Approved

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 6th day of December, 19 60, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 6th day of December, 19 60.

_____
Notary Public

My Commission Expires Oct 3 1964

OES:ccj - 1-18-61 - (200)
HER:jw
1-2-61

FORM 155 8-50

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	ORR
194498	United States of America (W-05751-A)	Leonard Hay	6-1-51	Township 27 North, Range 112 West Section 19: Lots 1,2,3,4, E/2W/2	22	39	3,1 (Previously reserved)

1/8

STATE OF WYOMING)
: SS. 119
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 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

235500

RECORDED December 9 AD 91 3:30 P
IN BOOK 88 OR NR PAGE 119
FEES $ 12.00 Mary D. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Cecil L Hase
Manager, Land Office
Box 929, Cheyenne, Wyoming

50284000
LPR

exp[redacted]bandon or release all or an[redacted]his or its rights in said l[redacted]reage, 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.

121

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 _____ day of _____, 19____.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

Approved

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this _____ day of _____, 19____, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this _____ day of _____, 19____.

My Commission Expires Oct. 3, 1961

_____
Notary Public

OES:ccj - 1-18-61 - (200)
HER:jw
1-2-61

165 5-50

LEASE SCHEDULE

(PRINTED IN U.S.A.)

EXHIBIT "A" PAGE 1 STATE OF Wyoming COUNTY OF Sublette

[redacted] NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ORR
[redacted]99	United States of America (E-025440-A)	Henry B. Taylor	3-1-50	Township 27 North, Range 112 West Section 19: E/2	22	32	3% (Previously reserved)

122

Form No. 4-1158
Fourth Edition
(Sept. 1963)

123

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R9003.

Office .....

Serial No. .....

Receipt No. .....

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

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

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

1. ~~Mr.~~ ~~Mrs.~~ ~~Miss~~ Paul N. Scherbel
(Name)
Box 96
(Number and Street)
Big Piney, Wyoming
(City and State)

PLEASE NOTIFY THE SIGNING OFFICER OF ANY CHANGE OF ADDRESS.

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

2. Land requested

Wyoming (State) Sublette (County)

T. 27N., R. 112W., 6th Meridian

Section 9
Lot 1

235501

RECORDED December 9 19 91 3:30 P.M.
IN BOOK 88 of Misc. PAGE 123
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total Area 23.87 Acres

3. Land included in lease
(Not to be filled in by Offeror)

(State) (County)

T ..... R. ..... Meridian

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

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

Total Area ..... Acres Rental retained $ .....

4. Amount remitted: Filing fee $10, Rental $ 12.00, Total $ 22.00

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

(*b*) Offeror's interests direct and indirect in oil and gas leases and applications or offers therefor including this offer 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 stipulations provided for in 43 CFR 1916. (*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 29th day of December 1976.

Martha B. Anderson WITNESSES

(Mrs.) Martha B. Anderson, 634 Mansfield Ave
Salt Lake City 7, Utah
(Name and address)

Rachel L. Hokanson
(Name and address)
BIG PINEY, WYOMING

Paul N. Scherbel
(Lessee signature)

(Lessee signature)

(Attorney-in-fact)

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

THE UNITED STATES OF AMERICA,

By Craig A. Decker (Signing officer)
Manager, Land Office (Title)
Box 929, Cheyenne, Wyoming

Effective date of lease ..... (Date)

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

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

SECTION 1. *Rights of lessee.* [redacted] is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease. The lessee may also be entitled to an extension of the lease under section 3 of the act of August 8, 1946 (60 Stat. 951, 30 U. S. C. sec. 226).

SEC. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. (6) 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 practice.

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

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

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

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

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

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

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products 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 [redacted] production shall be due and payable monthly on the last [redacted] calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

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

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no land office in the State in which the lands are located.

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

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

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

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

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

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

(l) *Nondiscrimination.*—Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases, such instrument to take effect upon the final approval by the Bureau of Land Management as of the first day of the lease month following the date of filing in the proper land office.

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

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

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

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

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

(s) *Deliver premises in 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 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.

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

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (7) of the act of August 1, 1946 (60 Stat. 724, 760; 42 U. S. C. 1801, 1805), all uranium, thorium, and other materials determined to be peculiarly essential to the production of fissionable materials, contained in whatever concentration, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

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

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

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

SEC. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4 (a) (1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. Sec. 22) and Secs. 431, 432 and 433, Title 18 U. S. Code, relating to contracts, 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 30 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

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

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

7. If any of the land described in item 2 of the offer is open to oil and gas lease filing when the offer is filed but is omitted from the lease for any reason and thereafter becomes available for leasing to the offeror, the original lease will be amended to include the omitted land, unless, before the issuance of the amendment on Form 4–1163, the land office receives the withdrawal of the offer as to such land or an election to receive a separate lease to be dated in accordance with 43 CFR 192.40, 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 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 [illegible] square. (b) The total acreage exceeds 2,560 acres, except where rule of approximation applies or is less than 640 acres or the equivalent of a section and is not within the exceptions in 43 CFR 192.42 (d). (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 offer is not accompanied by a statement over the offeror's own signature with respect to holdings and citizenship and by the statements and evidence required by 43 CFR 192.42 (e) (4). (e) The offer is signed by a guardian or trustee in behalf of a minor and is not accompanied by the evidence required by 43 CFR 192.42 (e) (5). (f) Less than five copies of the offer are filed and the copies lacking are not received in the land office before the expiration of 30 days from the date of receipt of the copies first filed. (g) There is noncompliance with item 5 (a), 5 (d), and 5 (e) of the Special Instructions, or (h) the offer is not filed on a current form. The offeror will be given an opportunity to file a new offer within 30 days from service of the rejection, and the fee and rental payments on the old offer will be applied to the new offer if the new offer shows the serial and receipt numbers of the old offer. The advance rental will be returned unless within the 30-day period another offer is filed.

B. SPECIAL INSTRUCTIONS [1]

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 192.42 (d). All of the land must be within a 6-mile square. The lands requested if surveyed 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 and total acres.

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

If lessee is an unincorporated association (including a partnership) the offer must be accompanied by a certified copy of the articles of association together with the same showing as to citizenship and holdings of its members as required of an individual.

If lessee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, and it must furnish a statement showing the percentage of each class of its stock, and the percentage of all of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, 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.

If a certificate of incorporation or association has been filed, a reference to the previous record by serial number, together with a statement of any subsequent amendments, 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 this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4–216 stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 4–467 lands potentially irrigable; 4–467a 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.

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.

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

U. S. GOVERNMENT PRINTING OFFICE 16—63087-6

125

Form No. 4-1175
July 1955

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE

Rec. No. _____

The following to be filled in by land office when new serial number is required:

New Serial No. _____

OFFICE STAMP

Office WYOMING
Serial No. 047412
Date of Lease Sept. 1, 1958

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to Belco Petroleum Corporation
(Name and address)

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

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

1. Lands requested by this assignment:
Sublette County, Wyoming
T. 27 N., R. 112 W. 6th P.M.

Sec. 9: Lot 1

23.17 acres

2. Lands approved by this assignment:
235502

RECORDED December 9 19 91 3:30 P M.
IN BOOK BB OF Misc. PAGE 125
FEES $ 1.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bertha A. Walker

3. Interest of assignor in such lands 100%
4. Extent of such interest conveyed to assignee 100%
5. Overriding royalty reserved herein to assignor none
(See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 2 1/2%
(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 SEP 23 1959 day of 19 59

WITNESS:

Suzanne Cheney

BELFER NATURAL GAS COMPANY

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this ____ day of ____ 19 59

BELCO PETROLEUM CORPORATION

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

Robert A. Belfer
(Assignee's signature)
Robert A. Belfer, Vice President
630 Third Avenue, New York 17, N. Y.
(Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil F. Ware
(Signing officer)

Office
(Title)
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.

[redacted] 50290-000 GRE [redacted] [redacted]

No. 917B. Reproduced by Bradford-Robinson Ptg. Co., 1824-46 Stout St., Denver, Colo.

Form No. 4-1175
(May 1956)

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE

Receipt No. .....

The following to be filled in by land office when new serial number is required:

New Serial No. .....

Office Wyoming
Serial No. 047412
Date of Lease September 1, 1958

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, 430 3RD Dist.

for good and valuable consideration does hereby assign to Belfer Natural Gas Company of ~~42 Broadway~~ 17
(Name and address)
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 requested by this assignment:

Sublette County, Wyoming

T. 27 N., R. 112 W., 6th P.M.

Section 9: Lot 1

23.87 acres

2. Lands approved by this assignment:

235503

RECORDED December 9 19 91 3:30 P M
IN BOOK 86 Oil & Gas Leases PAGE(S) 1126
FEES 8.00 Mary L. Lambert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

3. Interest of assignor in such lands full 100%
4. Extent of such interest conveyed to assignee full 100%
5. Overriding royalty reserved herein to assignor 2½%
(See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved none
(State percentage only)

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

Executed and witnessed this 10th day of October 1958

WITNESS:

x Paul N. Scherbel
(Assignor's signature) Paul N. Scherbel

Box 96, Big Piney, Wyoming
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born ..... 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, 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 lease Evanston 022209, previously filed.
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 October 1958

WITNESSES:

(Name and address)

(Name and address)

BELFER NATURAL GAS COMPANY
BY

(Assignee's signature)
Lawrence Ruben, Partner.
630 Third Avenue, New York 17, N.Y.
(Address)

Assignment approved as to lands described in item 2 above, effective DEC 1 1958

THE UNITED STATES OF AMERICA
For the Land Office Manager

By Arvin H. Olswold, Chief
(Signing officer)
Mineral Adjudication Unit
Land Office, Cheyenne, Wyoming
(Title)

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

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

16-63891-3

50290-000
-02

126

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 3 to 6 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. Do not fill in item 2.

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.

KINTZEL & CASPER
P [redacted]

DEPARTMENT OF [redacted] INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

RECEIVED
FEB 20 1958
Bureau of Land Management
Casper, Wyoming

Office WYOMING
Serial No. 059585
Date of Lease July 1, 1947

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to 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 requested by this assignment:

T. 27 N., R. 112 W. 6th PM, Sublette County, Wyoming,
Sec. 9: Lots 2, 3,
10: Lots 4, 5
20: Lots 3, 4,
Containing 99.75 acres

2. Lands approved by this assignment:

235504
RECORDED December 9 19 91 3:30 P M
IN BOOK 66 Oil & Gas PAGE 128
FEES 8.00 Plus land description COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

3. Interest of assignor in such lands 100%
4. Extent of such interest conveyed to assignee 100%
5. Overriding royalty reserved herein to assignor 1/8 (State percentage only)
(See item 5 of Instructions.)
6. Overriding royalties previously reserved 2½% (State percentage only)

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

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

Executed and witnessed this 10 day of February 19 58.

WITNESS:

A. M. Walker

X Chas Getzler
(Assignor's signature)

Charles Getzler, 350 Central Park West,
(Address) New York, N.Y.

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 (Partnership)
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 furnished with lease Evanston 02209.
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 request.

Executed and witnessed this 18th day of February 19 58.

WITNESSES:

Reba Rosenblum, Bronx, NY
(Name and address)

Dolores Leitner, Bklyn, NY
(Name and address)

BELFER NATURAL GAS COMPANY
BY: Jack Salt
(Assignee's signature)

42 Broadway, New York, N.Y.
(Address)

Assignment approved effective .....

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.

50299-000
GCB

INSTRUCTIONS

1. *Use of Form.*—This [illegible] be used only for assignment of record title interests in oil and gas leases. It is not to be used [illegible] of royalty interest, operating agreements or subleases. The assignor must fill in items 1 to 3 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 is 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 [illegible] showing 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 computation, 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 [illegible] 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 [illegible] the necessity therefore is established by clear and convincing evidence which must accompany the request for approval of the assignment.

July 1955

Fa[redacted] productic

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

NOT TO BE FILLED IN BY LESSEE

Receipt No. [redacted]

The following to be filled in by land office when new serial number is required:

New Serial No. .....

OFFICE STAMP

Office Wyoming
Serial No. 059585
Date of Lease July 1, 1947

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

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

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

1. Lands requested by this assignment:
Sublette County, Wyoming
T. 27 N., R. 112 W., 6th P.M.
Section 9: Lots 2,3,
20: Lots 3,4,

42.04 acres

2. Lands approved by this assignment:

235505

SAME LAND DESCRIPTION AS THIS

RECORDED December 9 19 91 3:30 P.M.
IN BOOK 88 O+G Page 130
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

3. Interest of assignor in such lands 100% by Bethany A. Walker
4. Extent of such interest conveyed to assignee 100% None
5. Overriding royalty reserved herein to assignor (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 3% (State percentage only)

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

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

Executed and witnessed this ..... day of SEP 23 1959 19 59

WITNESS:

Suzanne Cheney

BELFER NATURAL GAS COMPANY
Jack Saltz (Assignor's signature) Partner
630 Third Avenue, New York 17, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this ..... day of 19 59

ATTEST:

John P. Dietzel (Name and address) Assistant Secretary

BELCO PETROLEUM CORPORATION
Lawrence Luten (Assignee's signature) Executive Vice-Pres.
630 Third Avenue, New York 17, N. Y.
(Address)

(Name and address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By [illegible] (Signing officer)
Land Office
Box 929, Cheyenne, Wyoming

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

30299-000 GRB

130

131

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

RECORDED December 9 19 61 3:30 P M.
IN BOOK 88 Oil & Gas PAGE 131
FEES $ 14.00 Mary A. Lehfeldt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

235506

A S S I G N M E N T

by Bethany A. Lehker

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 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

David B. Morgan
Acting Manager

50298-00 [redacted] [redacted] [redacted]

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 ____ day of _____, 19____.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

appeared

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this ____ day of _____, 19____, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this ____ day of _____, 19____.

_____
Notary Public

My Commission Expires Oct. 3, 1964

OES:ccj - 1-18-61 - (200)
HER:jw
1-2-61

FORM 165 5-50

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	ORR
169788	United States of America (W-059584)	H. F. Slingerland	3-1-56	Township 27 North, Range 112 West Section 30: That portion of the bed of the Green River that is riparian to Lots 3,4,7,8	16 18	217 220	3% (Previously reserved)

134

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Lease
Serial No. Wyoming 059584

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.

Attest:

_____
Jack Saltz, Secretary.

Assignment Approved Effective:

_____
(Date)

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

_____
(Title)

235[redacted]

RECORDED December 9 19 91 3:30 P M
IN BOOK 86 OR PAGE 136
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Lease: W-059584-A

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BELCO PETROLEUM CORPORATION, a Delaware corporation, hereinafter referred to as "Belco" or "Assignor" hereby does bargain, sell, assign and transfer and convey unto PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation hereinafter referred to as "Pan American" or "Assignee", its successors or assigns an undivided 20.00 % of 100% of the operating rights in and to each oil and gas lease described in Exhibit "A", insofar only as said lease covers lands described in Exhibit "A" hereto and insofar only as said leases cover all formations from the surface down to and including the bottom of the Mesaverde formation under said lands. (said leases and lands, insofar only as they cover the reservoir or formations above described, being hereinafter referred to for convenience as the "Reservoir".)

It is the intent of this instrument to convey to Pan American an undivided 20.00% interest in the Reservoir, and in the oil, gas, and associated kindred hydrocarbons that may be produced therefrom, subject to its proportionate part of all royalties payable under the terms of said leases; and subject to its proportionate part of the overriding royalties and other lease burdens shown on Exhibit "A" hereto.

Belco does not hereby either retain for itself, or transfer to Pan American the exclusive right to operate the Reservoir, but the parties hereto agree that the Reservoir shall be operated for the joint account of the parties hereto, and each agrees that it will execute to whichever party may actually conduct operations for the joint account, such Designation of Operator, or other instrument as may be required by the United States Geological Survey, in order to permit the party entitled to conduct operations to do so.

All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or

50298-000
6 RB

interest herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, as follows:

Assignor: Belco Petroleum Corporation
630 Third Avenue
New York 17, New York

Assignee: Pan American Petroleum Corporation
Post Office Box 2212
Casper, Wyoming

The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

TO HAVE AND TO HOLD unto the Assignee, his or its successors, heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 14th day of February, 1961.

BELCO PETROLEUM CORPORATION

ATTEST:

By _____
Robert A. Belfer
Vice-President

_____
Arthur M. Walter
Treasurer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 14th day of February, 1961, personally appeared before me ROBERT A. BELFER and ARTHUR M. WALTER who being by me duly sworn did say, each for himself, that he, the said ROBERT A. BELFER is the Vice-President and he, the said ARTHUR M. WALTER is the Treasurer of BELCO PETROLEUM CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ROBERT A. BELFER and ARTHUR M. WALTER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

_____
Notary Public

My Commission Expires:
HELEN WAHL
Notary Public, State of New York
No. 31-9497411
Qualified in New York County
Commission Expires March 30, 1962

FORM 165 5-50

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	ORR
194500	United States of America (W-059584-A)	H. F. Slingerland	3-1-56	Township 27 North, Range 112 West Section 31: That portion of the bed of the Green River that is riparian to Lots 1,2,5,6,7, 8,11,12	18 18	217 220	3% (Previously reserved)

136

139

rm 3106 - 5
tober 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

Lease Serial No.
Wyoming-059584-A

Lease effective date
3/1/56

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

Assignee's Name

BELCO DEVELOPMENT CORPORATION

Address (include zip code)

10,000 Old Katy Road, Houston, Texas 77055

Bond in sum of $ 150,000.00
with Seaboard Surety Co.
as surety (ies)

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

Describe the lands affected by this assignment	Assignment approved as to lands described below
Township 27 North, Range 112 West Section 31 - That portion of the bed of the Green River that is riparian to Lots 1, 2, 5, 6, 7, 8, 11, 12, Containing 46.48 acres, more or less in Sublette County, Wyoming	SAME LAND DESCRIPTION AS ITEM 2

235508

RECORDED December 9 19 91 3:30 PM
IN BOOK 88 Of Of PAGE 139
FEES $ 10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Bethany A. Lobaker

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	All
4. Specify interest or percent of record title interest being retained by assignor, if any	None
5. Specify overriding royalty being reserved by assignor	None
6. Specify overriding royalty previously reserved or conveyed, if any	3%

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

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

This assignment is made without warranty of title, either express or implied.
I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 21st day of December, 19 83, in quadruplicate originals, but to be effective the 29th day of July, 1983.

BELCO PETROLEUM CORPORATION

(Assignor's Signature)

R. A. Grinstead
Vice President

BDC Lease # 1200-025

One Dag Hammarskjold Plaza
(Assignor's Address)

New York New York 10017
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 01 1984

By Rebecca A. Hampton
(Authorized Officer)

Chief, Oil & Gas Section

AUG 16 1984
(Title) FOR ASSIGNEE (Date)

50298-000 GRS

[redacted] [redacted] [redacted]

[redacted] T II [redacted]

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 21st day of December , 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 record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

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

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

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

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

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, 19 83.

MY COMMISSION EXPIRES:
4-30-85

Lori A. Boliver, 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 21st day of December, 19 83.

MY COMMISSION EXPIRES:
4-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

(September 1982) [redacted]EPARTMENT OF THE INTERIOR [redacted]
UREAU OF LAND MANAGEMENT

Expires: Aug[redacted]85

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

Lease Serial No.
Wyoming-059584(A)

Lease effective date
3/1/56

PART I

Assignee's Name

BELCO DEVELOPMENT CORPORATION

Address (include zip code)

10,000 Old Katy Road, Houston, Texas 77055

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

Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

Township 27 North, Range 112 West

Section 30 - That portion of the bed of the Green River that is riparian to Lots 1, 2, 5, 6, 7, 8, 11, 12

Zone 1 - Surface to the base of the Mesaverde Formation 80%
Zone 2 - Below the base of the Mesaverde Formation 100%

Containing 46.48 acres, more or less, in Sublette County, Wyoming

235509

RECORDED December 9 19 91 3:30 P M
IN BOOK 88 on Mf Page 142
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Owner interest owned to depths as specified above

. Specify interest or percent of operating rights being conveyed to assignee	All
. Specify interest or percent of operating rights being retained by assignor	None
. Specify overriding royalty interest being reserved by assignor	None
. Specify overriding royalty previously reserved or conveyed, if any	3%

. 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.

t is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to verriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 7 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
This assignment is made without warranty of title, either express or implied.

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

Executed this 21st day of December , 19 83 , in quadruplicate originals, but to be effective the 29th day of July, 1983.
ELCO PETROLEUM CORPORATION

(Assignor's Signature)

R. A. Grinstead
Vice President

One Dag Hammarskjold Plaza
(Assignor's Address)

New York New York 10017
(City) (State) (Zip Code)

BDC Lease # 1200-025

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 01 1984 By [redacted]
(Authorized Officer)

for [redacted] FEB 12 1985
(Title) For Assignee (Date)

50298-000 GRB

142

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

145

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 21st day of December , 19 83 .

BELCO DEVELOPMENT CORPORATION

J. M. Oswald
(Assignee's Signature)

10,000 Old Katy Road
(Assignee's Address)

J. M. Oswald
Senior Vice President

Houston (City) Texas (State) 77055 (Zip Code)

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

INSTRUCTIONS

1. USE OF FORM – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

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

STA[redacted]EXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. M. OSWALD, known to me to be the person whose name is subscribed to the foregoing instrument, as Senior Vice President of BELCO DEVELOPMENT CORPORATION, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, 1983.

MY COMMISSION EXPIRES:
4-30-85

Lori A. Boliver, 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 21st day of December, 1983.

MY COMMISSION EXPIRES:
4-30-85

Lori A. Boliver, Notary Public
in and for the State of Texas

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

145

RECORDED [illegible] 19 [illegible] M
IN BOOK 88 OF M PAGE 145
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

235510

by Bethany A. Walker

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 _____ 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".

Assignment Approved Effective APR 1 1961

Cecil L Hase
Manager, Land Office
Box 929, Cheyenne, Wyoming

50281-000 6AB

[redacted] [redacted] [redacted]

2. In the event that either party hereto shall [redacted] 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.

1/16

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 _____ day of _____, 19____.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

APPROVED
OES
BMW

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this _____ day of _____, 19____, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this _____ day of _____, 19____.

_____
Notary Public

My Commission Expires Oct. 3, 1964

My commission expires _____.

OES:ccj (200)
1-18-61

FORM 169 S-50

LEASE SCHEDULE

(PRINTED IN U.S.A.)

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF LINCOLN & SUBLETTE

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ORR
155251	United States of America (W-025410)	Frank J. Sunseri	5-1-54	Township 27 North, Range 112 West Section 30: Lots 1,2,5,6, E/2 W/2 Township 26 North, Range 113 West Section 2: Lot 1	22 30	22 490	3% (Previously reserved)

1/16

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Lease
Serial No. Wyoming 025410

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.

Attest: _____
Jack Saltz, Secretary.

Assignment Approved Effective:

_____
(Date)

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

_____
(Title)

RECORDED [redacted] 22 11 '91 10:50 AM
IN BOOK EE on Ct. 4 & 5 PAGE 150
FEES $ 14.00 Mary A. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kathy A. Tolbert

235527

RILEY RIDGE FEDERAL #8-24

PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF WYOMING)(
)(ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE)(

This Partial Assignment of Overriding Royalty Interest is made and entered into on this 4th day of December, 1991, by and between **FINA OIL AND CHEMICAL COMPANY** and **PETROFINA DELAWARE, INCORPORATED**, whose Mid-Continent Division Office mailing address is 1601 N.W. Expressway, Suite 900, Oklahoma City, Oklahoma 73118, (hereinafter referred to as Assignor) and Mac Gray 7475 Round Ct., Castle Rock, Co 80104 _____, (hereinafter referred to as Assignee).

WITNESSETH THAT:

WHEREAS, Assignor desires to convey to Assignee and Assignee desires to accept from Assignor in the manner as hereinafter provided an overriding royalty interest existing under and by virtue of those certain oil and gas lease(s) in Exhibit "A", attached hereto and made a part hereof, **INSOFAR AS SAID LEASE(S) PERTAIN TO THE WELLBORE ONLY AND ONLY INSOFAR AS SAID LEASES COVER DEPTHS DELOW THE BASE OF THE DAKOTA FORMATION OF THE RILEY RIDGE FEDERAL #8-24 WELL.**

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell, transfer, assign and convey unto Assignee, its successors and assigns, **ALL RIGHT AND TITLE**, as well as any other rights or options associated therewith, of all oil, gas and other hydrocarbon substances produced, saved and sold under and by virtue of the terms and provisions of the aforementioned lease(s) more particularly described or Exhibit "A", attached hereto and made a part hereof.

This Partial Assignment of Overriding Royalty Interest is made by Assignor and accepted by Assignee subject to the terms and

136 / #103.01

provisions of the aforementioned lease(s). Further, nothing herein contained shall in any manner imply any obligation on the part of Assignor to maintain the aforementioned lease(s) in force and effect through payment of annual rentals, drilling or development operations, or otherwise.

In the event any of the aforementioned lease(s) cover less than the full fee simple estate in the oil, gas and other hydrocarbon substances in those lands and underlying formations covered thereby or in the event the interest of Assignor in any of such lands and underlying formations be less than a full undivided interest then in either or both such events the overriding royalty interest conveyed herein will be reduced to such proportion thereof that the interest of Assignor in said lands and underlying formations bears to the entire undivided fee simple leasehold estate.

It is the express intent of this Partial Assignment of Overriding Royalty Interest, as well as the express intent of Assignor to assign unto Assignee all of Assignor's right, title and interest in and to the **RILEY RIDGE FEDERAL #8-24** well. It being expressly agreed between Assignor and Assignee that any other wells other than the **RILEY RIDGE FEDERAL #8-24** 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 Partial Assignment of Overriding Royalty Interest is made by Assignor and accepted by Assignee without representation of or warranty of title, either express or implied, and the terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Partial Assignment of Overriding Royalty Interest is executed the day, month and year first above written, **but for all purposes effective as of December 31, 1991.**

FINA OIL AND CHEMICAL COMPANY

Richard C. Lindley
Attorney-in-Fact

PETROFINA DELAWARE, INCORPORATED

Richard C. Lindley
Attorney-in-Fact

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Richard C. Lindley, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Attorney-in-Fact of Fina Oil and Chemical Company, a corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal, this 3rd day of December, 1991.

Jeania Luber
Notary Public in and for
Oklahoma County, Oklahoma

My Commission Expires:
May 23, 1993

****

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 Petrofina Delaware, Incorporated, 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 December, 1991.

Jeania Luber
Notary Public in and for
Oklahoma County, Oklahoma

My Commission Expires:
May 23, 1993

EXHIBIT "A"

Attached to and for all purposes made a part of that certain Partial Assignment and Bill of Sale dated December 4, 1991, 1991, by and between Fina Oil and Chemical Company and Petrofina Delaware, Incorporated, as Assignor, and _____, as Assignee.

RILEY RIDGE FEDERAL #8-24

1. LEASE NUMBER: 01WY003869-000
LESSOR: USA Wyoming W-60620
LESSEE: Estelle C. Haefele
LEASE DATE: March 31, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
Lot 4, Section 5-29N-114W
Lots 1 & 2 S/2 NE/4, SE/4
Section 6-29N-114W
E/2 Section 7-29N-114W
SE/4 Section 18-29N-114W
Sublette County, Wyoming

2. LEASE NUMBER: 01WY003874-000
LESSOR: USA Wyoming WY-78476
LESSEE: Pete J. Kithas
LEASE DATE: March 1, 1975
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
Section 9, N/2,
Section 9-29N-114W
Sublette County, Wyoming

3. LEASE NUMBER: 01WY003927-000
LESSOR: USA-W-59398
LESSEE: Fred D. Volz
LEASE DATE: July 20, 1977
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
NE/4 Section 18-29N-114W
Sublette County, Wyoming

4. LEASE NUMBER: 01WY003870-000
LESSOR: USA-Wyoming W-60621
LESSEE: Patricia R. Pfenning
LEASE DATE: March 31, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
All of Section 21-29N-114W
All of Section 28-29N-114W
Sublette County, Wyoming

5. LEASE NUMBER: 01WY003862-000
LESSOR: State of Wyoming WY-76-0342
LESSEE: Chinook Roustabout Service
LEASE DATE: May 2, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
All Section 16-29N-114W
Sublette County, Wyoming

6. LEASE NUMBER: 01WY003863-000
LESSOR: USA-W-54161
LESSEE: Estelle C. Haefele
LEASE DATE: March 31, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
E/2 Section 19-29N-114W
Sublette County, Wyoming

7. LEASE NUMBER: 01WY003864-000
LESSOR: USA-W-54162
LESSEE: Patricia R. Pfenning
LEASE DATE: March 31, 1976
RECORDED: Book 54, Page 421
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
W/2 SE/4
Section 29-29N-114W
Sublette County, Wyoming

8. LEASE NUMBER: 01WY003871-000
LESSOR: First Wyoming Bank
LESSEE: Williams Exploration Company
LEASE DATE: September 1, 1981
RECORDED: Book 63, Page 129
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
S/2 SE/4 Section 3-29N-114W
Sublette County, Wyoming

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FORM 20

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

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. Wyo. 05751

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, Leonard Hay, Rock Springs, Wyoming, by virtue of an agreement or assignment dated the 25th day of June, 19 58, between Leonard Hay and Pan American Petroleum Corporation, is the owner of an overriding royalty of three per cent (3 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

T. 27 N., R. 112 W., 6th P.M.
Sec. 7: Lots 1, 2, 3, 4, E/2W/2;
Sec. 18: Lots 1, 2, 3, 4, E/2W/2;
Sec. 19: Lots 1, 2, 3, 4, E/2W/2;
containing 817.54 acres more or less

235528

RECORDED December 11 19 91 11:00 A M
IN BOOK 88 O & G PAGE 155
FEES $ 8.00 Mary L. Lathrop COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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

NOV 19 1991
Sherri Lathrop
BUREAU OF LAND MANAGEMENT

RECEIVED
LAND OFFICE
CHEYENNE, WYOMING
1990 FEB 25 PM 12 17 6

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Wyoming Land Office Serial No. 05751.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($ 10.00) and other good and valuable considerations in hand paid by Swan T. McDonald of Denver, Colorado, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Leonard Hay, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee Swan T. McDonald one-sixth (1/6) of the aforementioned overriding royalty, and being one-half of one per cent (1/2 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee his heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever such warranty being limited to acts of the assignor

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 19 day of February, 1960.

WITNESS:

Leonard Hay

STATE OF Colorado _____ }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____

_____

WITNESS my hand and official seal.

My Commission Expires: _____ Notary Public

_____

STATE OF UTAH _____ }
COUNTY OF _____ } ss:

On the _____ day of _____, A. D. 19____, personally appeared before me

_____

_____

the signer ___ of the above instrument, who duly acknowledged to me that ___ he ___ executed the same.

My commission expires

_____ _____
Notary Public

STATE OF MONTANA, }
COUNTY OF _____ } ss.

On this _____ day of _____, in the year 19____, before me,

_____, Notary Public, personally

appeared _____

_____

_____

known to me to be the person ___ whose name ___ _____ subscribed to the within instrument, and acknowledged to me

that ___ he ___ executed the same.

Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the _____ day of _____, 19____.

_____
Notary Public for State of Montana

Residing at _____

STATE OF WYOMING, }
COUNTY OF Laramie } ss.

On this 19 day of February, 1960, before me personally

appeared Lemar Hoy

_____

to me known to be the person ___ described in, and who executed the foregoing instrument, and who acknowledged to me

that ___ he ___ executed the same as ___ his ___ free act and deed, ~~including the release and waiver of the right of home-~~

~~stead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.~~

Given under my hand and seal this 19 day of February, 1960.

My commission expires:

11/8/63 _____
Notary Public

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FORM 26

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

KINTZEL BLUE PRINT CO.

IN THE MATTER OF OIL AND GAS LEASE
Cheyenne, Wyoming LAND OFFICE
SERIAL NO. Wyo. 05751

RECEIVED
CHEYENNE, WYOMING
LAND OFFICE
1959 NOV 10 AM 10

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned Leonard Hay, Rock Springs, Wyoming
by virtue of an agreement or assignment dated the 25th day of June 19 59 between
Leonard Hay and Pan American Petroleum Corporation
and recorded in the Office of the County Clerk of the County of XXXXXXXXXXXXXXXX State of XXXXXXXXXXXXXXX
is the owner of an overriding royalty of three per cent (3 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the following described lands situated in the County of Sublette, State of Wyoming, to-wit:

T. 27 N., R. 112 W., 6th P. M.
Sec. 7: Lots 1, 2, 3, 4, E½W½;
Sec. 18: Lots 1, 2, 3, 4, E½W½;
Sec. 19: Lots 1, 2, 3, 4, E½W½;
containing 817.54 acres more or less

235531

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 19 1991
BUREAU OF LAND MANAGEMENT

RECORDED December 11 1991 11:00 AM
IN BOOK 88 Off Rec PAGE 157
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

All of which lands are covered by and included within that certain oil and gas lease, or an application for oil and gas lease, bearing Wyoming EXXXXXX Land Office Serial No. 05751

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Elza Eversole of Rock Springs, Wyoming, hereinafter called "Assignee," the receipt and sufficiency of which is hereby acknowledged by Leonard Hay, hereinafter called "Assignor," Assignor has sold, assigned, transferred, and conveyed, and by these presents does sell, assign, transfer, and convey unto Assignee Elza Eversole one-sixth (1/6) of the aforementioned overriding royalty, and being one-half of one per cent (1/2 %) of all oil, gas, casinghead gas, and other hydrocarbon substances which may be produced and saved from the premises hereinabove described under and pursuant to the terms of the oil and gas lease issued, or which may be issued, pursuant to the application hereinabove mentioned.

TO HAVE AND TO HOLD unto Assignee his heirs, personal representatives, successors, and assigns, subject, however, to all of the terms and conditions of the aforementioned agreement and/or assignment.

Assignor agrees to execute such further instruments and assurances of title as Assignee may reasonably request, to properly vest in Assignee the title to the overriding royalty interest hereby transferred and assigned.

Assignor hereby represents and covenants that he is the lawful owner of the interest hereby transferred and assigned; that he has full right and authority to transfer and assign the same; that said interest is free and clear of all liens and encumbrances; and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever, such warranty being limited to acts of the assignor.

IN WITNESS WHEREOF, Assignor has hereunto set his hand this 18 day of April 1960

WITNESS:
Truman Ellis
Box 93, Rock Springs, Wyo.

Leonard Hay

[redacted] U. S. OIL A[redacted]ASE [redacted]

This Overriding Royalty Assignment, made this 15th day of July, 19 58 by and between

Earl R. Lyle,

whose address is 4695 So. Franklin, Englewood, Colorado,

hereinafter called Lessee; and, Winston L. Cox,

whose address is 702 Midland Bank Building, Billings, Montana,

hereinafter called Assignee:

Witnesseth:

Whereas, Lessee is the owner of and has been granted an Oil and Gas Lease by the United States of America, dated April 1, 19 53

bearing Serial No. Wyoming 020123, of the U. S. Land & Survey Office, at Cheyenne, Wyoming

which lease, in so far as covered by this Royalty Assignment, contains the following described lands (hereinafter referred to as said lands), situated in

Sublette County, State of Wyoming, to-wit:

Township 27 North, Range 112 West

Sec. 4: $SW\frac{1}{4}SW\frac{1}{4}$
Sec. 5: $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, Lot 4
Sec. 6: Lots 1,2,3,4,5,6,7, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$
Sec. 8: $SE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$
Sec. 9: $SW\frac{1}{4}SW\frac{1}{4}$
Sec. 17: $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$, $SW\frac{1}{4}NE\frac{1}{4}$
Sec. 20: Lot 6, $SW\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$

Containing 2520.38 acres, more or less

RECEIVED JUL 29 1958

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of the official record on file
NOV 19 1991
BUREAU OF LAND MANAGEMENT

NOW, Therefore, in consideration of the premises and the sum of - - - -Ten- - - - - - Dollars, and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned, Lessee, hereby sells, conveys, transfers, assigns and sets over unto Assignee, his heirs and assigns, an overriding royalty interest of One and One-fourth Percent (1¼%) of all of the Oil and Gas and other hydrocarbon substances in place and which may be produced, saved and marketed from said lands, free and clear of all costs or expense to Assignee.

This Overriding Royalty Assignment shall be subject to the terms and conditions of the Unit Agreement for the Development and Operation of the Green River Bend Unit Area, Counties of Lincoln and Sublette, State of Wyoming.

The provisions hereof shall inure to and be binding upon the parties hereto, their heirs, assigns, personal representative and successors, and said overriding royalty interest herein reserved to Assignee shall run with said leasehold and all renewals and extensions thereof and all preference-right and substitute leases granted thereon, whether under said serial number or a new serial number, and whether issued to Lessee or Lessee's successors or assigns.

235532
RECORDED December 11 19 91 11:00 AM
BOOK 88 Oil & Gas PAGE 158
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

IN WITNESS WHEREOF, Lessee has executed and delivered this overriding royalty assignment to Assignee, in triplicate, this day and year first above written.

Earl R. Lyle
Earl R. Lyle
Lessee

STATE OF COLORADO
COUNTY OF CITY AND COUNTY OF DENVER ss:

ACKNOWLEDGMENT
Single or Married

On this 24 day of July, 19 58, before me personally appeared Earl R. Lyle

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

Given under my hand and seal the day and year in the certificate first above written.

Marcella P. Keith
Notary Public

My Commission expires on the 20th day of Jan., A.D., 19 60.

158

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IN [illegible] 17 [illegible] AC&L [illegible]
176571

00 50183-000

373

CONVEYANCE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that I, PAUL H. McDERMOTT (Assignor), of Omaha, Nebraska the husband of Agnes McDermott, one of the Grantees and Assignees herein, do hereby grant, set over, transfer, convey and assign to PAUL H. McDERMOTT and AGNES McDERMOTT, husband and wife, as tenants by the entireties with full right of survivorship (Assignees), all of his right, title, interest and estate in and to the below specified interests under those certain hereinafter identified United States Oil and Gas Leases covering those certain below described lands in the Counties of Sweetwater and Natrona, State of Wyoming, to wit:

See Exhibit "A" annexed hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD unto the said PAUL H. McDERMOTT and AGNES McDERMOTT, husband and wife, and the heirs, successors and assigns and the survivor of them, forever.

IN WITNESS WHEREOF, this Conveyance of Assignment has been executed this 29 day of August, 1975.

X Paul H. McDermott
Paul H. McDermott, Assignor
Whose address is: See below

X Agnes McDermott
Omaha, Nebraska, the Assignees herein having the same address

CERTIFIED to be a true and correct copy of the official record on file
NOV 19 1991
BUREAU OF LAND MANAGEMENT

RECORDED Dec 11, 1975 AT 9A M.
IN BOOK 591 PAGE 373-75 GREEN RIVER, WYO.
NO 482743 [illegible] COUNTY CLERK

RECORDED December 11 19 91 11:00 AM
IN BOOK 88 PAGE 154
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Weber

235533

ACKNOWLEDGMENT

STATE OF ~~NEBRASKA~~ WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was ~~ac~~knowledged before me by PAUL H. McDERMOTT, this 29 day of August, 1975.

Witness my hand and official seal.

Notary Public

My Commission Expires:
2/10/79

The address of Assignors and Assignees is 205 S. 36th Street, Omaha, Nebraska 68131.

EXHIBIT "A"

TO McDERMOTT - McDERMOTT
CONVEYANCE AND ASSIGNMENT

Overriding Royalties

An undivided one-fifth (1/5th) interest in and to the following overriding royalty, to wit:

Sweetwater County

1. An overriding royalty of one-half of one percent (1/2 of 1%) in United States Oil and Gas Lease Cheyenne 063724 insofar as it covers:

Township 26 North, Range 90 West, 6th P.M.
Section 10: E½NW¼

2. An overriding royalty of six and one-half percent (6½%) in United States Oil and Gas Lease Cheyenne 078819 insofar as it covers:

Township 26 North, Range 90 West, 6th P.M.
Section 10: E½SW¼

3. An overriding royalty of six and one-half percent (6½%) in United States Oil and Gas Lease Wyoming 01999 insofar as it covers:

Township 26 North, Range 90 West, 6th P.M.
Section 10: W½NW¼

4. An overriding royalty of six and one-half percent (6½%) in United States Oil and Gas Lease Wyoming 010753(B) insofar as it covers:

Township 26 North, Range 90 West, 6th P.M.
Section 15: N½NE¼

5. An overriding royalty of 0.66% in United States Oil and Gas Lease Evanston 025440 insofar as it covers:

Township 27 North, Range 112 West, 6th P.M.
Section 7: E½
Section 18: E½
Section 19: E½

CERTIFIED
to be a true and correct copy
of the official record.
NOV 19 1991
Sherry Latham
BUREAU OF LAND MANAGEMENT

Leasehold Interest

Sweetwater County

An undivided two-thirds (2/3) interest in and to United States Oil and Gas Lease Wyoming 010753 insofar as it covers:

Township 26 North, Range 90 West, 6th P.M.
Section 2: SE¼
Section 11: SE¼
Section 14: N½NE¼

Natrona County

6. An overriding royalty of 0.002500% in United States Oil and Gas Lease Cheyenne 060430 insofar as it covers:

Township 35 North, Range 77 West, 6th P.M.
Section 27: S½NW¼

(Mobile Oil Company lease numbers:
712824 - Dakota Tract 16A
712825 - Dakota Tract 16
712806 - Shannon Tract 16)

CERTIFIED
to be a true and [illegible]
of the official [illegible]
DEC 19 1991
BUREAU OF LAND MANAGEMENT

[redacted] ASSIGNMENT APPROVED AS TO LANDS DESCRIBED IN ITEM 2 TO OIL AND GAS LEASE [redacted] AM 9: 3[redacted]

Lease effective date
June 1, 1956

FOR BLM OFFICE USE ONLY

New Serial No. 7117 am

PART I

1 Assignee's Name

CELSIUS ENERGY COMPANY

Bond in sum of $ 150,000
with American Home.
as surety filed ——— Co.

Address (include zip code)

P. O. Box 11070, Salt Lake City, Utah 84147

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

2. Describe the lands affected by this assignment

T-27-N, R-113-W, 6th P.M.
Sec. 35: E½

Containing 320.00 acres, m/l
Sublette County, Wyoming

It is the intent of the Assignor, by execution of this assignment, to convey all of its interest, under this lease, to the Assignee, including all of its record title and operating rights interests.

Assignment approved as to lands described below

SAME LAND DESCRIPTION AS ITEM 2

235534
RECORDED December 11 19 91 11:00 A M
IN BOOK 88m Or Pt 1 PAGE 162
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED by Bethany A. Walker.
to be a true and correct copy
of the official record on file

NOV 19 1991
Sherry Kathman
BUREAU OF LAND MANAGEMENT

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	1% Net

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

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

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

Executed this 25th day of June, 19 85.
MOUNTAIN FUEL SUPPLY COMPANY

J. V. Healey, (Assignor's Signature)
Attorney In Fact

Evidence of authority of Attorney-In-Fact is filed in W-0153814 and such authority is still in effect.

P. O. Box 11368
(Assignor's Address)
Salt Lake City, Utah 84139
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective JUL 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

Chief, Oil & Gas Section
(Title)

NOV 22 1985
(Date)

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

ORIGINAL

PART II 163

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

Executed this 25th day of June , 19 85 .
CELSIUS ENERGY COMPANY

Vice President, Exploration
(Assignee's Signature)

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

ATTEST:

Assistant Secretary

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

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

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

The foregoing instrument was acknowledged before me by J. L. HEALEY as ATTORNEY-IN-FACT of MOUNTAIN FUEL SUPPLY COMPANY this 25th day of June , 85 .

WITNESS my hand and official seal.

My Commission Expires:

3/27/89

NOTARY PUBLIC
ANNA IRONS
STATE OF UTAH

Notary Public

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

CERTIFIED
to be a true and correct copy of the official record of the
NOV 19 1991
BUREAU OF LAND MANAGEMENT

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

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

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

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

1985 DEC -9 AM 9:30

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
UNITED STATES OIL AND GAS LEASE W-048781

KNOW ALL MEN BY THESE PRESENTS, That MOUNTAIN FUEL SUPPLY COMPANY
P. O. Box 11368, Salt Lake City, Utah 84139,
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:

CELSIUS ENERGY COMPANY — 10% of 8/8ths overriding royalty**
P. O. Box 11070
Salt Lake City, Utah 84147

Being in all total of an undivided 10% 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 Sublette County, State of Wyoming, under the above designated oil and gas lease and any extension or renewal thereof, to-wit:

T-27-N, R-11-W, 6th P.M.
Sec. 35: E½

**From the top of the Hilliard (Baxter) formation to the top of the Nugget formation.

Containing 320.00 acres, more or less.

WITNESS my hand this 4th day of December, 1985.

XXXXXX: Evidence of authority of Attorney-in-Fact is filed in W-0155814 and such authority is still in effect.

MOUNTAIN FUEL SUPPLY COMPANY

J. L. Healey,
Attorney in Fact

CERTIFIED
to be a true and [illegible]
of the official record on file

NOV 19 1991
BUREAU OF LAND MANAGEMENT

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

The foregoing instrument was acknowledged before me by J. L. Healey,
as Attorney in Fact of MOUNTAIN FUEL SUPPLY COMPANY,
, this 4th day of December,
1985.

Witness my hand and official seal.

CAROLYN COULAM
NOTARY PUBLIC
SALT LAKE COUNTY, UTAH

Commission Expires:
October 1, 1989

Notary Public

RECORDED December 11 1985 at 11:00 AM
IN BOOK 88 of Misc. PAGE 164
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Uhlker

235535

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QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY

UNDER UNITED STATES OIL AND GAS LEASE W-048781

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

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

_____ Native born, _____ Naturalized.

Assignee is a corporation or other legal entity, (kind)

Assignee's interest, direct or indirect, does not exceed 246,080 chargeable acres in options and leases and offers to lease in the same state.

Assignee is the sole party in interest in this assignment.

The undersigned agrees that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 12½%, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

Amount remitted: Filing Fee:

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

Executed this 4th day of December, 19 85.

ASSIGNEES
CELSIUS ENERGY COMPANY

R. M. Kirsch, President

ATTEST

Assistant Secretary

Address: P. O. Box 11070
Salt Lake City, UT 84147

CERTIFIED
to be a true and [illegible] copy
of the official record on file
11/19 1991
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] 235536-00

UNITED STATES

DEPARTMENT OF THE INTERIOR

Washington, D. C.

RECEIVED
DEC 4 1957
Bureau of Land Management
Land Office
Cheyenne, Wyoming

Oil and Gas Lease Wyoming)
Serial No. 048781)
Mountain Fuel Supply Company, Lessee)

OPERATING AGREEMENT OF UNITED STATES OIL AND GAS LEASE

RECORDED December 11 19 91 11:00 A.M.
IN BOOK 88 PAGE 166
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Lubker

THIS AGREEMENT, dated the 24th day of October, 1957, by and between MOUNTAIN FUEL SUPPLY COMPANY, whose address is Post Office Box 1129, Rock Springs, Wyoming, hereinafter called "Lessee", and THE CALIFORNIA COMPANY, whose address is Post Office Box 780, Denver 1, Colorado, hereinafter called "Operator",

W I T N E S S E T H :

WHEREAS, Lessee is now the owner of United States Oil and Gas Lease bearing Wyoming Serial No. 048781 (covering) (in so far as it covers) the following described land situated in Sublette County, Wyoming:

T. 27 N., R. 113 W., 6th P.M., Wyoming
sec. 35: E½

CERTIFIED
to be a true and correct copy
of the official records of this
NOV 19 1991
Sherry Lattin
BUREAU OF LAND MANAGEMENT

235536

containing 320.00 acres, more or less; and,

WHEREAS the parties hereto desire to make the following agreement with respect to the development and operation of the above described land, hereinafter referred to as "said land."

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, in hand paid to Lessee, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, parties hereto agree as follows;

1. Operator shall have and is hereby given the right of possession and occupancy of said land for the purpose of drilling for, mining,

[illegible] Fee, Doc.# 553[illegible]

1616

extracting, removing and disposing of the oil and gas deposits, except helium gas, as follows:

(a) An undivided 50% in all formations underlying said lands above the base of the Dakota formation as shown at a depth of 8273' on the Schlumberger electric log of the #1 Birch Creek Unit; and

(b) An undivided 60% in all formations underlying said lands below the base of the Dakota formation as described above, and above the top of the Nugget formation, as shown at a depth of 10,050' on the Schlumberger electric log of the #1 Birch Creek Unit;

and for the purpose of exercising any other rights and privileges afforded by said lease insofar as they are necessary to, convenient to, or reasonable incident to the enjoyment by Operator of the rights and privileges granted to it hereunder. Lessee retains unto itself all rights in and to said land under said lease not granted hereunder to operator, including, but not limited to, the right to enter upon said land at all reasonable times for the purpose of inspecting same and the operations of Operator thereof and the right to enter upon said lands for the purpose of drilling for, mining, extracting, removing and disposing of oil and gas underlying said lands subject to the rights granted to Operator herein.

2. The Operating Agreement is made pursuant to and subject to an agreement between Lessee and Operator dated September 28, 1955, and execution and delivery of this agreement are in consideration thereof and acceptance by Operator shall be deemed acknowledgment of Lessee's compliance with and satisfaction of the terms of said agreement requiring the execution of said agreement and delivery of such instruments.

3. All oil and gas deposits, except helium gas, produced from said land shall belong to Operator and Lessee in the following proportions:

(a) As to all formations above the base of the Dakota formation as described in Paragraph 1 (a) above:

Operator	50% — Unit Oper.
Lessee	50% — Orig. Lessee

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to be a true and correct copy
of the official record of this
NOV 13 1991
Sherry Latham
BUREAU OF LAND MANAGEMENT

(b) As to all formations below the base of the Dakota formation as described in Paragraph 1 (a) above, and above the top of the Nugget formation as described in Paragraph 1 (b) above:

Operator	60%
Lessee	40%

(c) As to all formations below the top of the Nugget formation as described in Paragraph 1 (b) above:

Operator	0%
Lessee	100%

4. All royalties (including presently existing overriding royalties) due under the provisions of said lease while said land shall remain subject to this agreement shall be paid and borne by Operator and Lessee, in accordance with the division of interest set forth in Paragraph 3 above. All rentals shall be paid by Operator and borne equally (one-half each) by Operator and Lessee. If Operator fails to pay rentals or royalties as provided above, it will thereby incur no liability to Lessee for failure to properly pay or tender such rental or royalty where such failure is due to inadvertence, error or oversight.

5. It is recognized and agreed by Operator and Lessee that this Operating Agreement is subject to:

(a) The above mentioned Agreement between Operator and Lessee dated September 28, 1955;

(b) The Birch Creek Unit Agreement, effective date of January 16, 1957;

(c) The Birch Creek Unit Operating Agreement, effective date of January 16, 1957;

(d) The Gas Sales Contract between Operator and Lessee dated January 10, 1957; and

any other instrument or instruments presently recorded or filed with an agency of the United States Government and the laws and regulations of the United States Government.

6. Lessee and Operator agree that the obligation to pay any overriding royalty payments out of production created herein, which when added to overriding royalties or payments out of production previously created and royalty payable to the United States aggregate in excess of $17\frac{1}{2}$ percent, shall be suspended insofar as the aggregate exceeds $17\frac{1}{2}$ percent when the average production from said lease per well per day averaged on a monthly basis is:

(a) As to oil, fifteen (15) barrels or less;

(b) As to gas, 500,00 cubic of feet or less; and,

that such suspension will apply separtely to any zone or portion of a lease segregated for computing a government royalty.

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to be a true and correct copy
of the official record on file
NOV 19 1991
BUREAU OF LAND MANAGEMENT

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7. Operator agrees during the term of this agreement and subject to Operator's right of surrender herein expressly granted that Operator will comply with and perform each and every obligation and requirement of said lease inasmuch as such obligations and requirements relate and pertain to formations above the top of the Nugget formation. Operator agrees to indemnify and hold harmless Lessee from all claims arising out of or in connection with operations by Operator or his agents or employees and contractors on said land.

8. For the consideration expressed in this operating agreement, Operator shall have and is hereby given the right to terminate this agreement and to surrender to Lessee all of Operator's rights hereunder at any time or from time to time as to all or any part of said land, provided that Operator gives Lessee forty-five (45) days notice in advance of such intention to terminate and surrender. Notices of termination and surrender shall be deemed sufficient and binding upon Lessee if made in writing and sent by either regular or registered mail addressed to Lessee at Lessee's address hereinabove stated. Any such surrender shall not relieve Operator of any liabilities accruing prior to such surrender.

9. Operator shall have the right, subject to compliance with the terms of said lease, to remove from time to time from said land all machinery, rigs, piping, casing, pumping stations and other property and improvements belonging to, or furnished by, Operator, provided that such removal shall be completed within a reasonable time after the surrender, forfeiture or other termination of this agreement.

10. Lessee agrees that it will not so long as this agreement is in effect, surrender or relinquish to the United States said land or the oil or gas deposits therein, or any part thereof, or surrender or relinquish said lease, insofar as the same may affect any of said land, without the consent in writing or Operator first had and obtained.

11. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said lease is issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify

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any portions thereof found to be in contravention of the provisions of said Act or said regulations or against public policy, and, except as to the provisions so eliminated, shall remain and be in full force and effect as so modified.

12. This agreement, unless sooner terminated, as herein provided, shall remain in full force and effect during the entire life of said lease, or any extensions or renewals thereof.

13. In connection with the performance of work under this agreement, Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Operator setting forth the provisions of this non-discrimination clause. The Operator further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

14. Lessee and Operator hereby consent to a reservation to the United States pursuant to the provisions of the Act of August 1, 1946, (Public Law 585, 79th Congress), of all uranium, thorium, or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter the land, prospect for, mine and remove same.

15. Neither of the parties hereto shall be liable to the other for loss or damage to property or from the loss of any interest in said lease, or for delay or default in the performance of any obligation hereunder or under any co-operative or unit, communitization, or other production or development plan, when such loss, damage, delay or default is caused by strike, labor difficulty, fire, flood, tornado, act of God, war, or conditions resulting from war (such as inability to secure men, materials and transportation), or other cause beyond the reasonable control of such party, whether similar to those herein specified or not.

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16. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

ATTEST:

Assistant Secretary

MOUNTAIN FUEL SUPPLY COMPANY, LESSEE

By M. M. Fidlar
Vice President

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THE CALIFORNIA COMPANY, OPERATOR

By
Its CONTRACT AGENT

By
Its ASS'T SECRETARY

STATE OF WYOMING)
) SS
County of Sweetwater)

On this 25th day of October, 1957, before me appeared M. M. FIDLAR, to me personally known, who, being by me duly sworn, did say that he is the Vice President of MOUNTAIN FUEL SUPPLY COMPANY, 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 M. M. FIDLAR acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 25th day of October, 1957.

My Commission expires on the 20th day of June, 1961.

Notary Public

STATE OF LOUISIANA)
)
PARISH OF ORLEANS)

On this 11th day of December 1957, before me appeared

E. A. McINTIRE and J. H. HARKEY

to me personally known, who, being by me duly sworn did say that they are the CONTRACT AGENT and ASS'T SECRETARY respectively, of THE CALIFORNIA COMPANY, a California 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 appearers acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public in and for Orleans Parish, Louisiana

My Commission expires at death.

OPERATING AGREEMENT

THIS AGREEMENT, dated the first day of February, 1961, by and between MOUNTAIN FUEL SUPPLY COMPANY, a Utah Corporation, whose address is Post Office Box 989, Salt Lake City 10, Utah, and CALIFORNIA OIL COMPANY, a California Corporation, whose address is Post Office Box 780, Denver 1, Colorado, hereinafter collectively referred to as "Grantor", and BELCO PETROLEUM CORPORATION, a Delaware Corporation, whose address is Belco Petroleum Building, 630 Third Avenue, New York 17, New York, hereinafter called "Operator",

W I T N E S S E T H:

WHEREAS, under date of April 10, 1956, LOWELL E. LARSON filed with the Secretary of the Interior an application for an oil and gas lease, assigned Serial Number Wyoming 041345, embracing the following described and other lands, situated in Sublette County, State of Wyoming, to wit:

Township 27 North, Range 113 West
Section 35: E½

containing 320.00 acres, more or less;

as a result of which an oil and gas lease issued to the said Lowell E. Larson under date of June 1, 1956, for a term of five (5) years from date and so long thereafter as oil or gas is produced in paying quantities from such land; and

WHEREAS, under date of July 12, 1956, the said Lowell E. Larson, as Assignor, assigned all his right, title and interest in and to the lands above described to Mountain Fuel Supply Company, reserving unto the said Assignor a one percent (1%) of seven-eighths (7/8) overriding royalty, the assignment of said lease being approved by the Bureau of Land Management effective August 1, 1956; and

WHEREAS, by decision of the Manager of the Wyoming Land Office, Bureau of Land Management, Cheyenne, Wyoming, dated February 14, 1957, the lands outside the Birch Creek Unit Area, I-Sec. No. 14-08-001-3498, being the lands above described were assigned a new serial number, namely, Wyoming 048781; and,

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RECORDED Dec. 11 19 61 11:00 A.M.
IN BOOK 88 PAGE 172
FEES $ 2.00 SUBLETTE COUNTY CLERK
235537

WHEREAS, under date of October 24, 1957, Mountain Fuel Supply Company, as Lessee, entered into a certain operating agreement with The California Company, predecessor to California Oil Company, covering aforesaid oil and gas lease Wyoming 048781, which operating agreement was approved by decision of the Acting Manager, Bureau of Land Management, dated December 13, 1957; and,

WHEREAS, The California Company on November 26, 1957, and Mountain Fuel Supply Company on September 30, 1957, ratified and joined in the Green River Bend Unit Agreement assigned I-Sec. No. 14-08-001-4736, which unit agreement covers the lands above described and was approved by the Acting Director of the United States Geological Survey effective June 16, 1958; and,

WHEREAS, the parties hereto desire to make the following agreement with respect only to the development and operation for oil and gas of all formations within the lands above particularly described above the top of the Nugget formation, which top was encountered at a depth of ten thousand fifty feet (10,050') on the Schlumberger electric log of the No. 1 Birch Creek Unit, and which lands as to said formations will hereinafter in this agreement be referred to as "said land".

NOW, THEREFORE, for and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. This agreement, as to said land, shall cover and relate to any lease heretofore issued pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Grantor for said lands, or any part thereof, under any Act of Congress heretofore or hereinafter enacted.

2. As to said lands, Grantor represents but does not warrant that Grantor is the sole and absolute owner of said lease, subject to a Gas Purchase Contract between Mountain Fuel Supply Company and The California Company dated January 10, 1957, and further subject to an overriding royalty of

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seven-sixteenths (7/16) of one percent (1%) to Lowell E. Larson, and seven-sixteenths (7/16) of one percent (1%) to Gust N. Gavitos, and that said lease is not subject to any prior sale, assignment, operating agreement other than aforesaid, royalty, rental, financial burden, restriction, or obligation of any kind or character, other than those imposed by the United States Government by law, regulations, or the terms of such lease.

3. On or before sixty (60) days from the date hereof, Operator shall, at its sole risk and expense, commence the drilling of a well for oil and gas, or either, hereinafter referred to as said well, at a location in the approximate center of the NW¼SE¼ of Section 35, Township 27 North, Range 113 West, and Operator shall continue drilling operations thereafter with diligence and in a careful and workmanlike manner until the Second Frontier formation has been completely penetrated to a point which was encountered at a depth of 7300 feet in the Belco Petroleum Corporation Green River Bend Unit #8 well, and has, in the opinion of Grantor been adequately tested; provided, however, that if, in the opinion of Grantor, such formation is not capable of producing oil or gas, or either, in paying quantities, that is, quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit, then, in that event Operator shall continue the drilling of said well with diligence and in a careful and workmanlike manner until the Bear River formation (Muddy), the top of which was encountered at a depth of 7639 feet in the Belco Petroleum Corporation Green River Bend Unit #8 well, has, in the opinion of Grantor, been adequately tested; provided further that Operator shall not in any event be required to drill said well to a depth in excess of 7550 feet. The well to be drilled hereunder shall be drilled by Operator at its sole risk and expense and free of cost to Grantor through the Christmas tree if a gas well, and to the tanks if an oil well, and all subsequent costs, expenses and operations shall be govened by the provisions of the Green River Bend Unit Operating Agreement, to which this lease is committed, except as hereinafter provided for herein.

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4. In the course of drilling said well Operator shall comply with the following provisions:

NOTICES AND DAILY REPORTS:

Commencing upon the moving in of materials preparatory to rigging up for said well, Operator must furnish daily progress information to Grantor and each of them by collect telephone call, collect telegram, or collect teletype to:

a. California Oil Company: Mr. A. L. Lyth
Post Office Box 220
Casper, Wyoming
Telephone 234-6911 or after business hours
Telephone 237-7461

b. Mountain Fuel Supply Company:
Mr. L. W. Folsom
Post Office Box 989
Salt Lake City 10, Utah
Telephone DAvis 8-8315 or after business hours
Telephone DAvis 8-0872 or HUnter 5-5915

and Operator shall notify Grantor and each of them in the same manner prior to any testing or coring or other operation not in the ordinary course of drilling in sufficient time so that Grantor and each of them may have a representative present to witness such operation should either of them so desire.

DRILLING, CORING AND TESTING:

Said well must be drilled in a careful and workmanlike manner in accordance with good oil field practices. All coring and testing that would be done by a reasonably prudent operator must be performed at Operator's expense; and, without limiting the generality of the foregoing, Operator shall sufficiently drill stem test at its expense any and all formations in which a showing of oil and gas, or either, may be encountered. Operator shall provide Grantor and each of them with samples of all fluids (oil, water or gas) recovered from drill stem tests. Operator shall analyze or cause to be analyzed at one foot intervals all recovered cores which are not shale for porosity, permeability, oil saturation, water saturation and furnish Grantor and each of them with five (5) copies of such analysis reports.

If at any time Grantor or either of them should desire testing or coring in addition to that provided for above, Operator shall perform same at the expense of the requesting party, provided a request therefor is made in writing.

At the conclusion of any drill stem test, Operator shall circulate drilling mud for a sufficient period of time so as to render the gas detector reading free of drill stem test gas pressure influence.

In the course of drilling said well no hydrocarbon may be added to the drilling fluid which is less highly refined that No. 2 grade diesel.

SAMPLES:

Operator shall furnish Grantor and each of them one complete washed set of the cuttings from the bottom of the surface casing, or the surface of the ground if either Grantor so requests, to total depth and from intervals not greater than 20 feet from the base of the surface casing to 2000 feet and from

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intervals not greater than 10 feet from 2000 feet to total depth. A sample cut from a commercial sample service will suffice, but if not furnished by such a sample service, then the material is to be packaged in the same type and size boxes and envelopes as furnished by such sample service. Grantor's representatives shall at all times have full access to and use of all samples at the well. Operator must furnish Grantor and each of them a segment from not greater than one foot intervals from all cores cut in the well.

LOGS:

Operator must run and promptly furnish Grantor and each of them a sepia copy of each of the following logs:

a. Induction electric survey log from total depth to the base of surface casing, which log shall include both the 2" = 100' and 5" = 100' scales.

b. Microlateral log and Microcaliper log from total depth to the base of the surface casing.

c. Gamma Ray-Sonic log from total depth to the base of the surface casing, and Gamma Ray continued to the surface of the ground. Operator must also furnish Grantor and each of them a folded sepia copy and four final prints of all other logs made in connection with the drilling of said well. Four field prints of all logs made in connection with the drilling of this well must be furnished to Grantor and each of them as soon as some are available to Operator, if their representatives so request. Should Grantor or either of them desire to run any log or logs Operator does not run, you must permit such Grantor or either of them to run same at their expense and receive the film original thereof.

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MUD LOG UNIT:

Operator shall employ a portable gas detecting device from the base of the surface casing to total depth.

DRILLING TIME RECORDER:

Operator shall use a mechanical time recorder, such as a geolograph, from the bottom of the surface casing to total depth. The records from same shall be retained and made available to Grantor's representatives at all times.

NOTICE PRIOR TO PLUGGING:

Should Operator plan to plug and abandon said well adequate notice must be given to Grantor and each of them to permit them or either of them at their option to run a velocity survey at their expense or to participate in any velocity survey run, or to run such additional log or logs as Grantor or either of them may desire at their expense.

5. If said well is plugged and abandoned as a dry hole or is completed as a producer of oil or gas, or either, in paying quantities as defined above, and upon Operator's compliance with the terms hereof, Grantor will file with the Bureau of Land Management a notice of Operator's compliance which notice shall advise said Bureau of the well and depth drilled. The filing of such notice shall vest in Operator an undivided fifty percent (50%) of all of Grantor's interest in and to an interval in the lease above described from the surface to the top of the Hilliard (Baxter) formation, in so far and only in so far as said lease covers formations above the top of the Hilliard (Baxter) formation as encountered at a depth of 3370 feet in the Belco Petroleum Corporation Green River Bend Unit #8 well and further, shall vest in Operator all of Grantor's interest in and to an interval in the lease above described from the top of the Hilliard (Baxter) formation as aforesaid to the top of the Nugget formation which was encountered at a depth of ten thousand fifty feet (10,050 ft.) on the Schlumberger electric log of the No. 1 Birch Creek Unit. Said interval from the top of the Hilliard (Baxter) formation to the top of the Nugget shall be subject to a twenty percent (20%) of eight-eighths (8/8) overriding royalty in favor of Grantor.

6. Rentals shall be paid by the Operator and borne fifty percent (50%) by Operator and fifty percent (50%) by Grantor. Royalties due the United States and all overriding royalties due upon any of said lands under the provisions of said lease while said lands shall remain subject to this agreement, shall be paid by Operator and shall be borne by the working interest owners in proportion to their working interest ownership in the producing interval or intervals. The overriding royalty specified in Paragraph 2 hereof shall, as to that interval from the top of the Hilliard to the top of the Nugget formation, be borne solely by Operator.

7. Operator shall have, and is hereby given, the sole and exclusive right of possession and occupancy of said lands under said lease for the purpose of drilling for, mining, extracting, removing, and disposing of all the

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oil and gas deposits except helium gas in or under said lands, and for the purpose of exercising any other rights and privileges afforded by said lease, subject to the right of Grantor to enter upon said lands at all reasonable times for the purpose of inspecting same and the operations of Operator hereof; and subject also to the right of Grantor to drill for, mine, extract, remove and dispose of all oil and gas deposits from all formations in which Grantor retains working interest.

8. Disposition of production under this agreement shall be governed by the applicable provisions of the Green River Bend Unit and Unit Operating Agreements; provided, however, that unless and until directed by Grantor otherwise, Operator hereby agrees to deliver into the pipeline of El Paso Natural Gas Company at the pressure existing at such pipeline, free of cost to Grantor, and to the credit of Mountain Fuel Supply Company, all gas produced from or allocated to said lands under the Green River Bend Unit.

In consideration therefor, Mountain Fuel Supply Company as to the gas produced and extracted from that interval from surface to the top of the Hilliard formation agrees to pay on or before the last day of each calendar month for all gas delivered hereunder by Operator to El Paso Natural Gas Company during the preceding calendar month at the rates prescribed in and in accordance with the provisions of that certain gas purchase contract dated January 10, 1957, as amended, by and between Mountain Fuel Supply Company and The California Company covering the Birch Creek Area, a copy of which is hereto attached and of this agreement made a part, in the following proportions:

Belco Petroleum Corporation	Fifty percent (50%)
Mountain Fuel Supply Company	Twenty-five percent (25%)
California Oil Company	Twenty-five percent (25%)

As to that gas produced and extracted from that interval subject to this agreement from the top of the Hilliard formation to the top of the Nugget formation as hereinabove specified, Mountain Fuel Supply Company shall pay on or before the last day of each calendar month for all gas delivered hereunder to the benefit of Belco Petroleum Corporation withholding and distributing the twenty percent (20%) overriding royalty reserved to Grantor as set forth in Paragraph 5 hereof, which overriding royalty shall be shared by Grantor in proportion to their working interest immediately prior to the execution hereof in the zone from which produced.

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Operator shall furnish Grantor (both the California Oil Company and Mountain Fuel Supply Company) on or before the fifteenth day of each month a statement covering the preceding calendar month setting out thereon the amount of production of gas from the Green River Bend Unit, produced from or allocated to said lands.

9. Operator agrees to comply with the provisions of Articles VII, IX and Section 2 of Article XII of the aforesaid Gas Purchase Contract of January 10, 1957, as amended.

10. No change of ownership in the interest of Grantor hereunder shall be binding on Operator until after notice thereof to Operator, and Operator has been furnished with the written transfer or a certified copy thereto, and such change of ownership shall have received any approval required under any applicable law or regulations.

11. Operator agrees during the term of this agreement that Operator will comply with and perform each and every obligation and requirement of said lease, including the payment of rentals in so far as such obligations and requirements relate and pertain to said lands. Operator agrees to indemnify and hold harmless Grantor from any liability to third parties arising out of operations by Operator on said lands. It is further understood and agreed that Operator shall have the right from time to time, at Operator's election acting on Operator's own behalf and as Grantor's agent to apply for or take advantage of any drilling, production, rental or other relief which may be authorized or permitted by any applicable laws, rules or regulations.

12. Operator shall have the right to remove from time to time from said lands all machinery, rigs, piping, casing, pumping stations and other property and improvements belonging to or furnished by Operator; provided that such removal shall be completed within a reasonable time after the termination of this agreement.

13. Grantor will not surrender or relinquish to the United States said lands or the oil or gas deposits therein, or any part thereof, or surrender or relinquish said lease in so far as the same may affect any of said lands, without the consent in writing of Operator first had and obtained. Grantor will not commit any act which will furnish cause for forfeiture or cancellation thereof and that immediately upon the receipt of any notice or communication pertaining thereto from the United States Government or any other person, Grantor will transmit such notice or communication, or a copy thereof to Operator.

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14. Neither of the parties hereto shall be liable to the other for loss or damage to property or from the loss of any interest in said lease, or for delay or default in the performance of any obligation hereunder or under any cooperative or unit, communitization or other production or development plan, when such loss, damage, delay or default is caused by strike, labor difficulty, fire, flood, tornado, act of God, war, or conditions resulting from weather (such as inability to secure manpower, materials or transportation) or other cause reasonably beyond the control of such party, whether similar to those herein specified or not.

15. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said lease issued, or of any regulations of the Department of the Interior of the United States lawfully promulgated thereunder; but, on the contrary, this agreement shall in all particulars be deemed amenable to reformation to eliminate or modify any portions thereof found to be in contravention of the provisions of said act or such regulations or against public policy, and, except as to the provisions so eliminated or modified, shall remain and be in full force and effect.

16. This agreement shall remain in full force and effect during the entire life of said lease, and any renewal or extension thereof.

17. Operator further agrees to permit the representatives of Grantor or either of them, but at such parties' sole risk and expense to have access to said unit area at all times and to the derrick floor of each well drilled or being drilled under said unit agreement, for the purpose of observing operations conducted thereunder, and to have access at reasonable times to information and data in the possession of Operator concerning said unit area.

18. In connection with the performance of work under this agreement, the Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to the foregoing: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscriminating class.

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

19. Should Operator fail to comply with the terms thereof, Grantor shall give notice of such failure in writing and if within forty-eight (48) hours of Operator's receipt of such notice, such failure has not been remedied to the satisfaction of Grantor, it may, at its option by filing a notice with the Bureau of Land Management, declare this operating agreement terminated of no force and effect, and, thereafter you shall have no right, title or interest in and to said lands and lease covered by this agreement.

20. All of the covenants, stipulations and obligations hereof shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

Any provision to the contrary contained herein, notwithstanding, the force and effect of this agreement and the vesting in Belco of the interests provided for herein is contingent upon Belco's formal acceptance of an agreement of even date herewith whereby Belco firmly agrees to undertake the drilling of a well in Section 1, Township 26 North, Range 113 West, as provided in said agreement of even date herewith.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and date first hereinabove written.

Attest:

Secretary

MOUNTAIN FUEL SUPPLY COMPANY

Appro. Form
D&D
Trans

M. M. Fiddler
Vice President

CALIFORNIA OIL COMPANY

By
Vice President-Western Division

By
Assistant Secretary/Western Division

GRANTOR

BELCO PETROLEUM CORPORATION

EXECUTIVE VICE-PRESIDENT

OPERATOR

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OCT 19 1991
BUREAU OF LAND MANAGEMENT

Attest:

Its Secretary

STATE OF UTAH)
)
COUNTY OF Salt Lake)

On this 17 day of February, 1961, before me appeared M. M. Fidlar, to me personally known, who being by me duly sworn, did say that he is the Vice President of MOUNTAIN FUEL SUPPLY 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 M. M. Fidlar acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 17 day of Feb., 1961.

Joseph R. Tauchen
Notary Public

My Commission Expires May 27, 1961

My commission expires:

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 6th day of February, 1961, by J. H. TODD as Vice President, Western Division, and H. L. PURDY as Assistant Secretary, Western Division of CALIFORNIA OIL COMPANY, a California corporation.

WITNESS my hand and official seal.

Notary Public

Residing at

My Commission expires January 11, 1965

My commission expires:

STATE OF New York)
)
COUNTY OF New York)

On this 20th day of January, 1961, before me appeared Lawrence Ruben, to me personally known, who being by me duly sworn did say that he is the Executive Vice 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 Lawrence Ruben acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 20th day of January, 1961.

REBA ROSENBLUM
Notary Public, State of New York
No. 03-8657123 Qual. in Bronx Co.
Certificate filed in New York County
Commission Expires March 30, 1962

My commission expires:

Notary Public

of the official records on file
NOV 19 1991
BUREAU OF LAND MANAGEMENT

183

United States Department of the Interior

IN REPLY REFER TO
3102(943e)

BUREAU OF LAND MANAGEMENT
State Office
P. O. Box 1828
Cheyenne, Wyoming 82001

February 22, 1977

Chevron U.S.A. Inc.
P. O. Box 599
Denver, Colorado 80201

NAME CHANGED ON RECORDS

Gentlemen:

Effective January 1, 1977, Chevron Oil Company changed its name to Chevron U.S.A. Inc.

Amended corporate qualifications for Chevron U.S.A. Inc. have been filed with the Eastern States Office under serial reference number BLM 066100. A name change rider to Chevron Oil Company's nationwide bond has also been filed in the Eastern States Office.

Our records show no interest held by Chevron Oil Company in the following leases:

W 25835	W 25840	W 28909
W 25836	W 25841	W 31984
W 25837	W 25844	W 51375

The following leases have expired or were terminated:

W 039158-B	W 25839	W 25843
W 25838	W 25842	

The only interest we show for Chevron Oil Company in lease W 39779 is that of designated operator.

The name on the following leases is hereby changed from Chevron Oil Company to Chevron U.S.A. Inc.

RIGHTS-OF-WAY

Cheyenne 064125
Wyoming 0309683

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Sherry Hattan
BUREAU OF LAND MANAGEMENT

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RECORDED December 11 19 91 11:00 AM
IN BOOK 88m Cr & V Misc PAGE 183
FEES $ 10.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

[redacted] [redacted] [redacted]

POTASSIUM PROSPECTING PERMIT

W 57872

OIL & GAS LEASES

See attachment.

Sincerely yours,

Glenna M. Lane

(Mrs.) Glenna M. Lane
Chief, Oil and Gas Section

cc:
GS, Casper - 10
Accounts - 1
Docket - 1
Qual File - 1
Bond File - 1
Case File - 1 ea

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Sherry Latham
BUREAU OF LAND MANAGEMENT

Operating Rights

Evanston		
022243	T 27 N,	R 113 W
022247	27	113
022644	27	113
022644-A	27	113
Cheyenne		
056175-A	17	76
074706	13	76
Wyoming		
06	45	91
07053	27	113
026875	27	113
041345	27	113
043395	38	90
048781	27	113

Overriding Royalty

Wyoming		
048780	27	113
048890-H	53	72
0317875	48	72

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BUREAU OF LAND MANAGEMENT

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF [redacted] AGEMENT
Land Office
2120 Capitol Avenue
Cheyenne, Wyoming 82001

3123.2 (032) [redacted]

August 11, 1965

NOTICE

Chevron Oil Company
P. O. Box 599
Denver, Colorado 80201

Name Changed on Leases

Effective July 1, 1965, California Oil Company changed its name to Chevron Oil Company. The necessary documents have been filed and accepted by the Department of the Interior, Bureau of Land Management, Washington, D.C., under serial reference number, BIM 066100.

On July 22, 1965, this office changed the name on various oil and gas leaseq; however, the following were inadvertently omitted. Therefore, the name of the Operator or Record Titleholder on the following oil and gas leases has also been changed to read:
Chevron Oil Company

Serial Number	Township & Range	Lease Date
OPERATOR:		
Cheyenne-		
056175-A	17 N., 76, 77 W.	June 1, 1956
Wyoming-		
06	45 N., 91 W.	February 1, 1950
07053	27 N., 113 W.	August 1, 1951
026875	27 N., 113 W.	May 1, 1954
043395	38 N., 90 W.	August 1, 1956
048781	27 N., 113 W.	June 1, 1956
RECORD TITLEHOLDER:		
Cheyenne-		
032201-a	21 N., 79 W.	July 20, 1935
032201-b	21 N., 79 W.	July 20, 1935
Wyoming-		
013596	49 N., 75 W.	May 1, 1952
013598	49 N., 75 W.	May 1, 1952
013598-A	49 N., 75 W.	May 1, 1952
019680	38 N., 91 W.	February 1, 1953
036671	35 N., 87 W.	October 1, 1955
036778	35 N., 87 W.	October 1, 1955
040755	36 N., 86 W.	June 1, 1956
041345	27 N., 113 W.	June 1, 1956
042309	38 N., 90, 91 W.	July 1, 1956
043651	45 N., 102 W.	November 1, 1956
045677	36 N., 87 W.	November 1, 1957
045678-	36 N., 87 W.	November 1, 1956
049273-A	37 N., 87 W.	June 1, 1957
052144	36 N., 87 W.	September 1, 1957
0233804	37 N., 87 W.	January 1, 1963
0269247	37 N., 87 W.	December 1, 1963
0275279	49 N., 72 W.	November 1, 1963
0310358	52 N., 70 W.	August 1, 1964
0310468	38 N., 87 W.	August 1, 1964

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BUREAU OF LAND MANAGEMENT

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RECORDED December 11 19 91 11:00 A M
IN BOOK 88 Oil & Gas PAGE 186
FEES $ 16.00 Mary D. Outhouse COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

186

Serial Number	Township & Range	Lease Date
Wyoming-		
0311459	36 N., 87 W.	October 1, 1964
0313993	37 N., 87 W.	February 1, 1965
0314351-A	42 N., 75 W.	March 1, 1965
0316642	37 N., 86 W.	May 1, 1965
0316723	36 N., 86 W.	June 1, 1965
0316864	45 N., 68 W.	June 1, 1965
0316938	54 N., 77 W.	June 1, 1965
0317886	48 N., 73 W.	August 1, 1965
OPERATOR:	Wind River Meridian	
Wyoming		
024513	4 N., 3 E.	May 1, 1954
026161	4 N., 2, 3, E.	November 1, 1954
030171	4 N., 3 E.	December 1, 1954
RECORD TITLEHOLDER:	Wind River Meridian	
Wyoming-		
024363	4 N., 3 E.	July 1, 1954
053720	4 N., 3 E.	December 1, 1958
OPTIONEE:		
Wyoming-		
036079	35 N., 87 W.	October 1, 1955
OFFEROR OF NON-ISSUED LEASE:		
Wyoming-A		
079236	38 N., 91 W.	

David B. Morgan
David B. Morgan
Assistant Manager, Oil & Gas

cc:
GS Casper - 8

Chevron Oil Company - 1

Superintendent
Wind River Indian Agency
Fort Washakie, Wyoming - 5

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BUREAU OF LAND MANAGEMENT

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land Office
2002 Capitol Avenue
P. O. Box 929
Cheyenne, Wyoming

March 10, 1961

DECISION

California Oil Company

Oil and Gas

Name Changed on Leases

Effective January 1, 1961, The California Company changed its name to California Oil Company. The necessary documents have been filed and accepted by the Department of the Interior, Bureau of Land Management, Washington, D. C..

Accordingly, the name of the Operator or Record Title Holder on the following oil and gas leases has been changed to read California Oil Company:

OPERATOR:

Buffalo 037311	45N,93W.	Wyoming 012375	13N,95W.
Buffalo 037383	45N,92W.	Wyoming 012428	13N,95W.
Buffalo 037644	45N,92W.	Wyoming 012430(A)	12N,94W.
Buffalo 037645	45N,92W.	Wyoming 012431	12N,95W.
Buffalo 037646	45N,92W.	Wyoming 013896	13N,95W.
Buffalo 038578	45N,92W.	Wyoming 025235	28N,106W.
Buffalo 038580	45N,92W.	Wyoming 026875	27N,113W.
Buffalo 039341	45N,92W.	Wyoming 041345	27N,113W.
Buffalo 044294	45N,92W.	Wyoming 043395	38N,90W.
Buffalo 044474	45N,92W.	Wyoming 048780 ✓	27N,113W.
Cheyenne 056175(a)	17N,76-77W.	Wyoming 048781 ✓	27N,113W.
Evanston 022243	27N,113W.	Wyoming 072104	13N,94W.
Evanston 022247	27N,113W.	Wyoming 072105	12N,95W.
Evanston 022644	27N,113W.	Wyoming 088898	13N,95W.
Evanston 022644(A)	27N,113W.	Wyoming 088899	13N,95W.
Wyoming 06	45N,91-92W.	Wyoming 088900	12N,95W.
Wyoming 04239	38N,89W.	Wyoming 089392	12N,95W.
Wyoming 07053	27N,113W.		

RECORD TITLE HOLDER:

Cheyenne 032201(a)	21N,79W.	Wyoming 0430(C)	50N,95W.
Cheyenne 032201(b)	21N,79W.	Wyoming 0430(H)	50N,95W.
Cheyenne 069577(C)	48N,101W.	Wyoming 01929	12N,96W.
Evanston 023689	28N,115W.	Wyoming 01948	12-13N,96W.
Evanston 023689(A)	28N,115W.	Wyoming 03933	17N,77W.
Evanston 023690	28N,115W.	Wyoming 05685(A)	28N,114W.
Evanston 023691	28N,115W.	Wyoming 05689(A)	28N,114W.
Evanston 023692	28N,114W.	Wyoming 05700(A)	27N,115W.
Evanston 024443	28N,114W.	Wyoming 06864	26N,113W.
Evanston 024634	25N,111W.	Wyoming 07916	25N,110W.
Evanston 025168	28N,114W.	Wyoming 07916(A)	25N,110W.
Evanston 025170	28N,115W.	Wyoming 07941	25N,110W.
Evanston 025171(A)	28N,114-115W.	Wyoming 09464	26N,110W.
Evanston 025172(A)	28N,115W.	Wyoming 09886	25N,110W.
Evanston 025173	28N,115W.	Wyoming 09963	25N,110W.
Evanston 025342(A)	25N,111W.	Wyoming 09972	26N,110W.
Evanston 025785	26N,111W.	Wyoming 010082	25N,110W.

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[illegible] 19 1991
Sherry Hathaway
BUREAU OF LAND MANAGEMENT

California Oil Company

Wyoming 010084	25N,110-111W.	Wyoming 024405	4N,3E,W.R.M.
Wyoming 010270	26N,110W.	Wyoming 024432	56N,70W.
Wyoming 010372	26N,110W.	Wyoming 024509(B)	37N,87W.
Wyoming 010391	25N,110W.	Wyoming 024569	37N,87W.
Wyoming 010470	17N,77W.	Wyoming 025068	37N,87W.
Wyoming 011041	25N,110,111W.	Wyoming 025114	38N,89W.
Wyoming 011041(A)	25N,110W.	Wyoming 025376	37N,87W.
Wyoming 011217	25N,110W.	Wyoming 025438	26N,110W.
Wyoming 011237(B)	20N,87W.	Wyoming 025438(A)	26N,111W.
Wyoming 011553(A)	25N,110W.	Wyoming 025648	37N,87W.
Wyoming 011556	25,26N,111W.	Wyoming 025661(A)	36N,87W.
Wyoming 011563	25N,111W.	Wyoming 025907	34N,85W.
Wyoming 011612	25N,111W.	Wyoming 026645(A)	45N,91W.
Wyoming 012428(A)	13N,95W.	Wyoming 027388	34N,91W.
Wyoming 012730	25N,110W.	Wyoming 028349	12-13N,109W.
Wyoming 012803	34N,85W.	Wyoming 028349(A)	13N,109W.
Wyoming 013598	49N,75W.	Wyoming 028356	12-13N,109W.
Wyoming 013598(A)	48N,75W.	Wyoming 028357	13N,109W.
Wyoming 013606(A)	50N,75W.	Wyoming 028357(A)	13N,109W.
Wyoming 013897(B)	12N,95W.	Wyoming 028358	13N,108-109W.
Wyoming 015775	58N,78W.	Wyoming 028384	13N,109W.
Wyoming 015782	58N,78W.	Wyoming 028450	4N,3E,W.R.M.
Wyoming 017143(A)	13N,88W.	Wyoming 028547	13N,109W.
Wyoming 018880	36N,87W.	Wyoming 028547(A)	12-13N,109W.
Wyoming 019680	38N,91W.	Wyoming 028677	33N,85W.
Wyoming 019780	37N,87W.	Wyoming 028677(B)	34N,85W.
Wyoming 019833(A)	39N,91W.	Wyoming 028906	34N,86W.
Wyoming 021345	25-26N,110-111W.	Wyoming 028936	13N,109W.
Wyoming 021345(A)	25-26N,110-111W.	Wyoming 029035	25N,110W.
Wyoming 021346	26N,110W.	Wyoming 029379	12N,110W.
Wyoming 021484	25N,110W.	Wyoming 029414	13N,109W.
Wyoming 022078(B)	24N,109W.	Wyoming 029416	13N,109W.
Wyoming 022083	25N,110W.	Wyoming 029416(A)	13N,109W.
Wyoming 022085(B)	24N,110W.	Wyoming 029417	13N,109W.
Wyoming 022086(B)	25N,109-110W.	Wyoming 029418	13N,109W.
Wyoming 022087(A)	25N,109-110W.	Wyoming 029581	13N,109W.
Wyoming 022193	26N,110W.	Wyoming 029832	13N,109W.
Wyoming 022193(A)	26N,110W.	Wyoming 030091	13N,109W.
Wyoming 022194	25N,110-111W.	Wyoming 030310	13N,110W.
Wyoming 022195	25-26N,110-111W.	Wyoming 030362	12N,110W.
Wyoming 022195(A)	26N,110W.	Wyoming 030434	12N,109W.
Wyoming 022195(B)	25N,110-111W.	Wyoming 030434(A)	12N,109W.
Wyoming 022705	25-26N,110W.	Wyoming 030943	34N,85W.
Wyoming 022705(A)	25N,110W.	Wyoming 030944	34N,85W.
Wyoming 022711	26N,111W.	Wyoming 030944(A)	34N,85W.
Wyoming 022712	25-26N,111W.	Wyoming 031015	13N,109W.
Wyoming 022713	26N,111W.	Wyoming 031732	34N,85W.
Wyoming 022714	26N,111W.	Wyoming 031732(A)	34N,85W.
Wyoming 022716	26N,111W.	Wyoming 032328	13N,109W.
Wyoming 022806	25,26N,111W.	Wyoming 032335	13N,110W.
Wyoming 023201	38N,89W.	Wyoming 032338	12N,110W.
Wyoming 023201(A)	38N,89W.	Wyoming 032455	26N,111W.
Wyoming 023393	27N,106W.	Wyoming 032495	26N,111W.
Wyoming 024120(A)	37N,87W.	Wyoming 032650(A)	49N,76W.
Wyoming 024120(B)	37N,87W.	Wyoming 032650(B)	48N,76W.
Wyoming 024121(B)	38N,87W.	Wyoming 032651	48N,76W.
Wyoming 024123	38N,87-88W.	Wyoming 032652(D)	48N,76W.
Wyoming 024363	4N,3E,W.R.M.	Wyoming 032652(E)	48N,76W.
Wyoming 024371	4N,2E,W.R.M.	Wyoming 032652(F)	48N,76W.

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California Oil Company

Wyoming 032653	48N,76W.
Wyoming 032653(A)	48N,76W.
Wyoming 032654(C)	48N,76W.
Wyominc 032655(E)	48N,76W.
Wyoming 032655(F)	48N,76W.
Wyoming 032655(G)	48N,76W.
Wyoming 033301(A)	28N,107W.
Wyoming 033313	28N,107W.
Wyoming 033387	27N,106W.
Wyoming 033390	25N,110W.
Wyoming 034237	21N,79W.
Wyoming 034411	34N,85W.
Wyoming 035038	37N,87W.
Wyoming 035138(A)	25N,110W.
Wyoming 035142	36N,87W.
Wyoming 035870	34N,85W.
Wyoming 035870(A)	34N,85W.
Wyoming 036281	35N,87W.
Wyoming 036284	35N,87W.
Wyoming 036399(A)	35N,87W.
Wyoming 036399(C)	35N,87W.
Wyoming 036399(E)	35N,87W.
Wyoming 036399(G)	35N,87W.
Wyoming 036399(H)	35N,87W.
Wyoming 036399(J)	35N,87W.
Wyoming 036399(K)	35N,87W.
Wyoming 036401	35N,87W.
Wyoming 036650	25N,110W.
Wyoming 036671	35N,87W.
Wyoming 036716	35-36N,87W.
Wyoming 036778	35N,87W.
Wyoming 036778(A)	35N,87W.
Wyoming 037186	35-36N,87W.
Wyoming 037558(A)	27N,106W.
Wyoming 038139(B)	50N,95W.
Wyoming 038414	26N,111W.
Wyoming 038495	14N,118W.
Wyoming 038859	26N,110W.
Wyoming 039069	26N,111W.
Wyoming 039158	38N,91W.
Wyoming 039158(A)	38N,91W.
Wyoming 039158(B)	38N,91W.
Wyoming 039210	38N,88W.
Wyoming 039974	38N,90-91W.
Wyoming 040851	36N,86W.
Wyoming 041453(A)	38N,91W.
Wyoming 042037	38N,91W.
Wyoming 042037(A)	38N,91W.
Wyoming 042309	38N,90-91W.
Wyoming 042345	34N,85W.
Wyoming 042753	34N,85W.
Wyoming 042928	36N,86-87W.
Wyoming 042929	37N,86W.
Wyoming 043192(A)	38N,89W.
Wyoming 043193(A)	38N,89W.
Wyoming 043394(B)	38N,89W.
Wyoming 043670	38N,90W.
Wyoming 043696	13N,108W.
Wyoming 043696(B)	13N,108W.
Wyoming 043696(C)	13N,108W.
Wyoming 043714	38N,91W.
Wyoming 044053	36N,86W.
Wyoming 044143	12N,109W.
Wyoming 044302	40N,74W.
Wyoming 044825	17N,77W.
Wyoming 045461	25N,110W.
Wyoming 045463	26N,110W.
Wyoming 045470	26N,111W.
Wyoming 045566	38N,87W.
Wyoming 045677	36N,87W.
Wyoming 045678	36N,87W.
Wyoming 046163	25N,110W.
Wyoming 046451	25N,110W.
Wyoming 046714	26N,110W.
Wyoming 047174	38N,88W.
Wyoming 047405	25N,110W.
Wyoming 047406	25N,110W.
Wyoming 047505	37N,87W.
Wyoming 047861	19N,87W.
Wyoming 047933	26N,110W.
Wyoming 048511	25N,110W.
Wyoming 048512	25N,110W.
Wyoming 048549	26N,110W.
Wyoming 048550	26N,110W.
Wyoming 048798	25N,110W.
Wyoming 048836	26N,110W.
Wyoming 049038	4N,2-3E.,W.R.M.
Wyoming 049144 (A)	40N,74W.
Wyoming 049273(A)	37N,87W.
Wyoming 049902	26N,110W.
Wyoming 050044	26N,111W.
Wyoming 050950	37N,86W.
Wyoming 051014	40N,74W.
Wyoming 051600	37N,87W.
Wyoming 051601	36N,86W.
Wyoming 051965	36N,87W.
Wyoming 051967	36N,87W.
Wyoming 051968	36N,87W.
Wyoming 052121	36N,86W.
Wyoming 052144	36N,87W.
Wyoming 052144(A)	36N,87W.
Wyoming 053048	36N,86W.
Wyoming 053126(A)	19N,86W.
Wyoming 053127(A)	19N,87W.
Wyoming 053720	4N,3E.,W.R.M.
Wyoming 054517	12N,109W.
Wyoming 054584	28N,114W.
Wyoming 054589	28N,114W.
Wyoming 054590	28N,114W.
Wyoming 054851	12N,109W.
Wyoming 056568	36N,87W.
Wyoming 058258	4N,2E., W.R.M.
Wyoming 059202	28N,114W.
Wyoming 059849	13N,108-109W.
Wyoming 059850	12N,110W.
Wyoming 060048	14N,117W.
Wyoming 062798	13N,108W.
Wyoming 064912(A)	34N,94W.

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BUREAU OF LAND MANAGEMENT

California Oil Company

Wyoming 065488	34N,85W.	Wyoming 081656	37N,87W.
Wyoming 065489	34N,85W.	Wyoming 081707	36N,86W.
Wyoming 065489(A)	34N,85W.	Wyoming 081709	37N,87W.
Wyoming 066417	34N,85W.	Wyoming 081711	36N,87W.
Wyoming 069582	25N,111W.	Wyoming 081712(A)	37N,86W.
Wyoming 069583	25N,111W.	Wyoming 081715	36N,86W.
Wyoming 069594	26N,111W.	Wyoming 081716	36N,86W.
Wyoming 072196	26N,111W.	Wyoming 096800	13N,110W.
Wyoming 072197	26N,111W.	Wyoming 096806	12N,109W.
Wyoming 072199	38N,89W.	Wyoming 099510	36N,87W.
Wyoming 072200	38N,89W.	Wyoming 0128000	36N,86W.
Wyoming 079569	12-13N,96W.		

Wyoming 030994	(Nebraska)	32N,53-54W.
Wyoming 030995	(Nebraska)	31N,52W.
Wyoming 030996	(Nebraska)	31N,52W.
Wyoming 030997	(Nebraska)	31N,54W.
Wyoming 030998	(Nebraska)	31N,52W.
Wyoming 030999	(Nebraska)	31N,53W.
Wyoming 031000	(Nebraska)	31N,53W.
Wyoming 031007	(Nebraska)	31N,53W.
Wyoming 031009	(Nebraska)	32N,53-54W.
Wyoming 031427	(Nebraska)	31N,54W.

Arvin H. Olswold
Chief, Minerals Section

Copy to: GS-Casper (1014)

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NOV 19 1991
BUREAU OF LAND MANAGEMENT

[redacted]

Mineral Leasing Act of 192[redacted] 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 E[redacted]
(Annive[redacted])
6/1/90
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee*
Street
City, State, ZIP Code

Assignees listed on reverse

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

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 27: S/2N/2, N/2SW/4, SE/4 Containing 400.00 acres, more or less Sublette County, Wyoming	100%	87.5%	12.5%	2.1875%	None

235577

RECORDED December 11 19 91 2:45
IN BOOK 88 MISC PAGE 192
FEES $ 11.00 Mary L. Lankford 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 REDUCTION ACT STATEMENT

193

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.

Assignee	Net Interest Assigned	Net ORR Burden
Global Natural Resources Corporation of Nevada 5300 Memorial Drive, Suite 800 Houston, Texas 77210	12.5%	0.3125%
Beard Oil Company 5600 North May Avenue, Suite 200 Oklahoma City, Oklahoma 73112	25.0%	0.6250%
Plains Petroleum Operating Company, dba Plains Operating Production Company 12596 West Bayaud, Suite 400 Lakewood, Colorado 80228	25.0%	0.6250%
Apex Energy Company 410 17th Street, Suite 2001 Denver, Colorado 80202	25.0%	0.6250%
Total	87.5%	2.1875%

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 22nd day of July, 19 91

Name of Assignor as shown on current lease Prima Oil & Gas Company
Please type or print

Assignor
or
Attorney-in-fact (Signature)
G. Walter Lunsford (Signature)
1801 Broadway, Suite 500
(Assignor's Address)
Denver, CO 80202
(City) (State) (Zip Code)

Executed this _____ day of _____, 19

Assignee _____
or
Attorney-in-fact (Signature)
(Signature)

[redacted]

[redacted]

[redacted]

Tc 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 [redacted] to any matter within its jurisdiction.

ACKNOWLEDGMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 22nd day of July, 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.

MY COMMISSION EXPIRES:
July 18, 1993

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

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this 8th day of October, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John R. Brown, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Vice-President of Beard Oil 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 Beard Oil Company for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:
August 1, 1993

NOTARY PUBLIC
Jonni Enyart
Printed Name: Jonni Enyart
Address: 5600 North May, Suite 200
Oklahoma City, OK 73112

Assignees

Executed this 28th day of ~~July,~~ October 1991.

Attest:

Global Natural Resources Corporation of Nevada

Printed Name:
Title:

Printed Name: WM Allan Smith
Title: Attorney In Fact

Executed this 26th day of ~~July,~~ September 1991.

Attest:

Plains Petroleum Company, dba Plains Operating Production Company

Printed Name: H. J. Mach
Title: Assistant Secretary

Printed Name: R. M. Danos
Title: President

Executed this 24 day of July, 1991.

Attest:

Apex Energy Company

Printed Name: Barbara Tucker
Title: Secretary

Printed Name: President
Title: Brent J. Morse

Executed this 8th day of ~~July~~ October, 1991.

Attest:

Beard Oil Company

Printed Name: Madge Hall
Title: Assistant Secretary

Printed Name: John R. Brown
Title: Vice-President

[redacted] is 28th day of Oc[redacted], 1991, before m[redacted]e undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Wm. Allan Smith, 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 Global Natural Resources Corporation of Nevada, 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 Global Natural Resources Corporation of Nevada for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

Sharon A. Divin

Printed Name: _____

Address: _____

_____

SHARON A. DIVIN
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-03-95

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

On this 26th day of September, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared R. M. Danos, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Plains Petroleum Operating 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 Plains Petroleum Operating Company for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES:
March 19, 1993

NOTARY PUBLIC

Printed Name: _____

Address: _____

_____

*dba Plains Operating Production Company

PATRICIA A. KACERGUIS
NOTARY PUBLIC
In and For
THE STATE OF COLORADO
1760 NIAGARA STREET
DENVER, CO 80220

COUNTY OF DENVER)

On this 24 day of July 197, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Brent J. Morse, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the President of Apex Energy Company, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of Apex Energy Company for the uses and purposes therein set forth. Given under my hand and seal the day and year above written.

MY COMMISSION EXPIRES: 1/29/95

NOTARY PUBLIC

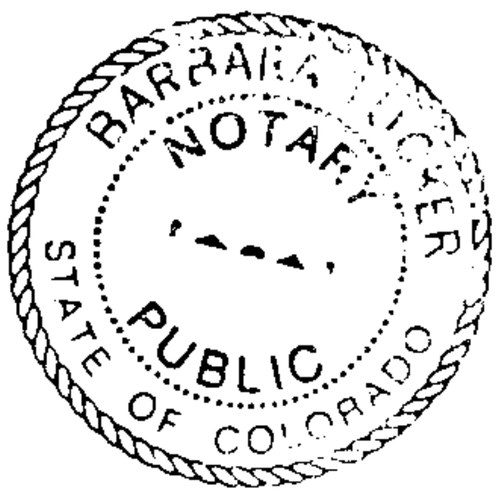
Barbara Tucker

Printed Name: Barbara Tucker

Address:

11888 W. Aqueduct Dr

Littleton, CO 80127



[redacted]

Form 3000-3
June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT

91 NOV 29 P1:0[illegible]

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)
1/1/90

New Serial No.

RECEIVED
DEC 12 1991

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* SAMEDAN OIL CORPORATION
   Street
   City, State, ZIP Code

Sierra Energy Company (33.3333%)
6100 Neil Road
Reno, Nevada 89520

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West Section 3: SW¼NW¼ Section 9: All Containing 680.00 acres, more or less Sublette County, Wyoming	100%	66.666%	33.334%	-0-	6.25%

235590

RECORDED December 18 AT 91 3:24 P M
IN BOOK EE PAGE 194
FEES $ 5.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany G. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective DEC 01 1991

SUPERVISORY LAND LAW EXAMINER DEC 09 1991

By /s/ PAMELA J. LEWIS

FOR ASSIGNEE

194

e of NEVADA
nty of WASHOE } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 5th day of November A. D. 1991 before me personally
eared 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 corpora-
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 5th day of November A. D. 1991

EAL)

REBECCA M. ARMER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES JAN. 20, 1995

Rebecca M. Armer
Notary Public

Commission expires January 20, 1995

On this 14th day of October, 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.

WITNESS my official signature and seal at Ardmore, Oklahoma, on the month, day, and year first above written.

My Commission Expires
4-22-1993

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.

ATTEST:
Asst. Secretary

Executed this 11th day of October, 19 91

Executed this 5th day of November, 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)

SIERRA ENERGY COMPANY

Assignee Richard G. Fortmann
or
Richard G. Fortmann, President
Attorney-in-fact

FLYING J OIL & GAS INC.

ATTEST:
BY: JAMES W. WILSON

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 18th day of November, A.D. 1991, 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 18th DAY OF November, A.D. 1991.

Notary Public
CORALIE TIMOTHY
3291 South 4440 West
West Valley, Utah 84120
My Commission Expires
September 9, 1993
State of Utah

Coralie Timothy, Notary Public
Salt Lake City, Utah

My Commission expires:
September 9, 1993

RELEASE OF LEASES

LEASE NO. 665767-A-, et al

TOC-ROCKY MOUNTAINS INC., with an office in Denver, Colorado does hereby release, relinquish and surrender all of its right, title and interest in and to those certain oil and gas, or oil, gas, and mineral leases, only in so far as said leases cover the land located in the County of SUBLETTE, State of WYOMING, more particularly described in Schedule hereto attached and marked EXHIBIT "A".

Executed this 9th day of December, 1991.

°APPROVED °
° °
° °
°_____°

TOC-ROCKY MOUNTAINS INC.

By G.W. Chipman
Attorney-In-Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 9th day of December, 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 TOC-ROCKY MOUNTAINS INC., 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 9th day of December, 1991.

My commission expires April 9, 1995.

Notary Public

WHEN RECORDED RETURN TO: TOC-ROCKY MOUNTAINS INC.
P.O. Box 800
Denver, Colorado 80201
Attn: Property Administration
Central Group

Expired November, 1990 - jl

235609

RECORDED December 20 AT 91 10:20 A.M.
IN BOOK 88 M & H PAGE 200
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker.

200

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

665767-A- THOMPSON, ROBERT, ET UX SPRINGFIELD OIL COMPANY 1985-11-05 BK76 PG221 210213

FUL
T-30-N R114-W,
SEC 03: NE/4SE/4
SEC 14: SW/4NE/4, W/2SE/4, SW/4, S/2NW/4, NW/4NW/4
SEC 15: NE/4NE/4, SE/4
SEC 22: NE/4NE/4
LESS
ALL RIGHTS FROM SURFACE TO THE BASE OF THE MESAVERDE FORMATION BEING THE STRAT. EQUIV. OF 4300 FEET SUBSURFACE IN THE 1-14 VERNON JOHNSON WELL LOCATED IN THE SE/4SE/4 OF SECTION 14-T30N-R114W

665767-B- JOHNSON, FRANCES M SPRINGFIELD OIL COMPANY 1985-11-05 BK76 PG217 210211

FUL
T-30-N R114-W
SEC 03: NE/4SE/4
SEC 14: SW/4NE/4, W/2SE/4, SW/4, S/2NW/4, NW/4NW/4
SEC 15: NE/4NE/4, SE/4
SEC 22: NE/4NE/4
LESS
ALL RIGHTS FROM SURFACE TO THE BASE OF THE MESAVERDE FORMATION BEING THE STRAT. EQUIV. OF 4300 FEET SUBSURFACE IN THE #1-14 VERNON JOHNSON WELL.

27 1

RELEASE OF LEASES

LEASE NO. 612850---, et al

AMOCO PRODUCTION COMPANY, a Delaware corporation with an office in Denver, Colorado does hereby release, relinquish and surrender all of its right, title and interest in and to those certain oil and gas, or oil, gas, and mineral leases, only insofar as said leases cover the land located in the County of SUBLETTE, State of WYOMING, more particularly described in Schedule hereto attached and marked EXHIBIT "A".

EXECUTED THIS 4th DAY OF December, 1991.

APPROVED

AMOCO PRODUCTION COMPANY

By _____
Attorney-In-Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 4th day of December, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ 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 _____ 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 4th day of December, 1991.

My commission expires April 1, 1995.

Michaela Woodford
Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company
P.O. Box 800
Denver, CO 80201
Attn: Property Administration
Central Group

Expired December, 1990 - jl

235610

RECORDED December 20 IN 91 10:20A
IN BOOK 88 Mor Misc PAGE 202
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany A. Lahner

AMOCO PRODUTION COMPANY
EXHIBIT 'A' LEASE SCHEDULE

COUNTY OF SUBLETTE STATE OF WYOMING

AMOCO [redacted]SE NO.	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK	PAGE	RECORDING FILE/DOC
		LEGAL DESCRIPTION				
12850---	U S A	STEIN, LOUIS	1972-06-01	BK81	PG418	220819
	usa - 31473	FUL ✓ T-29-N R114-W SEC 24: W/2NE/4, SW/4, N/2SE/4. LESS MADISON FORMATION ONLY, ASSIGNED				
13725---	U S A	GILLESPIE, MARY E	1975-04-01	BK 51	PG 372	
	usa - 49636	FUL ✓ T-29-N R114-W SEC 22: ALL SEC 23: W/2 SEC 27: N/2 LESS MADISON FORMATION ONLY, ASSIGNED				
[redacted] 13730---	U S A	PITNER, VICTOR	1975-04-01	BK 51	PG 386	
	usa - 49637	FUL ✓ T-29-N R114-W SEC 27: S/2 LESS MADISON FORMATION ASSIGNED				
65770-B-	O'NEIL, C R, ET UX	SPRINGFIELD OIL COMPANY	1985-12-04	BK77	PG360	213792
		✓ FUL T-30-N R112-W SEC 29: NE/4NE/4, S/2NE/4, SE/4				
65770-C-	BAILEY, MIRIAM J BARLOW	SPRINGFIELD OIL COMPANY	1985-12-04	BK77	PG364	213794
		✓ FUL T-30-N R112-W SEC 29: NE/4NE/4, S/2NE/4, SE/4				
[redacted] 70-D-	BARLOW, JOHN P, ET UX	SPRINGFIELD OIL COMPANY	1985-12-04	BK77	PG362	213793
		FUL				

213

AMOCO PRODUTION COMPANY
EXHIBIT 'A' LEASE SCHEDULE

COUNTY OF SUBLETTE STATE OF WYOMING

AMOCO EASE NO.	LESSOR	LESSEE	LEASE DATE	RECORDED BOOK	RECORDED PAGE	RECORDING FILE/DOC
		LEGAL DESCRIPTION				
65770-D-	BARLOW, JOHN P, ET UX	SPRINGFIELD OIL COMPANY	1985-12-04	BK77	PG362	213793
	✓	T-30-N R112-W SEC 29: NE/4NE/4, S/2NE/4, SE/4				

205

RELEASE OF LEASES

LEASE NO. 638787---, et al

AMOCO PRODUCTION COMPANY, a Delaware corporation with an office in Denver, Colorado does hereby release, relinquish and surrender all of its right, title and interest in and to those certain oil and gas, or oil, gas, and mineral leases, only insofar as said leases cover the land located in the County of SUBLETTE, State of WYOMING, more particularly described in Schedule hereto attached and marked EXHIBIT "A".

EXECUTED THIS 4th DAY OF December, 1991.

APPROVED

AMOCO PRODUCTION COMPANY

By _____
Attorney-In-Fact

CORPORATION ACKNOWLEDGMENT, ATTORNEY IN FACT

STATE OF COLORADO)
: ss.
COUNTY OF DENVER)

On this 4th day of December, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. L. Howard 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 A. L. Howard 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 4th day of December, 1991.

My commission expires April 9, 1995.

Michaela Wadford
Notary Public

WHEN RECORDED RETURN TO: Amoco Production Company
P.O. Box 800
Denver, CO 80201
Attn: Property Administration
Central Group

Expired November, 1990 - jl

235611

RECORDED December 20 19 91 10:20 AM
IN BOOK 88 M of M PAGE 205
FEES $ 10.00 Mary L. Armstead
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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				
638787---	U S A	WALKER, LOUISE C	1980-12-01	BK 63	PG 65	168707
		FUL T-28-N R111-W SEC 23: NW/4 NW/4, SE/4 NW/4, NW/4 SW/4, SE/4SW/4 LSE SUBJ TO SURFACE DISTURBANCE STIP, & WILDERNESS PROT.				
665766---	MCNINCHE, E W	SPRINGFIELD OIL COMPANY	1985-11-05	BK76	PG215	210210
		FUL T-30-N R112-W SEC 29: NW/4NE/4				
665768---	MICKELSON, GORDON, ET UX	SPRINGFIELD OIL COMPANY	1985-11-14	BK76	PG228	210217
		FUL T-31-N R114-W SEC 13: SW/4SW/4 SEC 14: S/2S/2 SEC 22: NE/4NE/4, SW/4NE/4, NW/4SE/4, E/2SW/4, SE/4NW/4 SEC 23: N/2NW/4				
665769---	MICKELSON, GORDON, ET UX	SPRINGFIELD OIL COMPANY	1985-11-14	BK76	PG226	210216
		FUL T-31-N R114-W SEC 23: N/2NE/4, SW/4NE/4, S/2NW/4, NW/4SW/4 SEC 27: NW/4NW/4 SEC 28: NE/4NE/4, S/2NE/4, N/2SW/4, SE/4NW/4 SEC 29: NE/4SE/4				
665770-A-	RESERVOIR RANCH COMPANY	SPRINGFIELD OIL COMPANY	1985-11-05	BK76	PG327	210573
		FUL T-30-N R112-W SEC 20: E/2SE/4 SEC 21: NW/4NE/4, S/2NE/4, SE/4, W/2 SEC 22: NW/4SW/4 SEC 28: N/2N/2, S/2NW/4, S/2				

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				
[redacted]665770-A-	RESERVOIR RANCH COMPANY	SPRINGFIELD OIL COMPANY	1985-11-05	BK76	PG327	210573
		✓ SEC 29: NE/4NE/4, S/2NE/4, SE/4				
[redacted]665790-A-	PAVLISIN, VIOLA M, ET UX	SPRINGFIELD OIL CO	1985-11-05	BK76	PG548	211196
		FUL ✓ T-27-N R115-W SEC 07: LOT 5 (26.03) SEC 06: RESURVEY TRACT 37 (146.81) SEC 07: RESURVEY TRACT 38 (240.00) & RESURVEY TRACT 37 (146.81) SEC 18: RESURVEY TRACT 38 (240.00).				
[redacted]6499---	TRUST, FEAR FAMILY	SPRINGFIELD OIL COMPANY	1985-11-25	BK76	PG420	210819
[redacted]		FUL ✓ T-28-N R112-W SEC 01: LOTS 14(5.72), 15(39.97), 16(9.92), & THE BED OF GREEN RIVER RIPARIAN TO LOTS 14,15, AND 16; SEC 12: LOTS 1(19.00), 2(21.02), 3(11.60), 6(6.20), 7(43.95), 8(48.52), 9(47.98), 10(41.66), 13(34.79), 14(47.45), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 1,2,3,6,7,8,9,10,13, AND 14; SEC 13: LOTS 1(46.91), 2(31.65), 5(37.52), 8(37.58), 9(9.50), 12 (44.02), SW/4SE/4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 1,2,5,8,9, AND 12; SEC 24: LOTS 1(44.27), 2(39.59), 3(18.71), AND THE BED OF GREEN RIVER RIPARIAN TO LOTS 1,2, AND 3; ✓ T-28-N R111-W SEC 06: LOTS 9(37.56), 10(15.94), S/2NE/4, SE/4, SE/4SW/4, & THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 9 AND 10.				

[redacted]

[redacted]

[redacted]

Federal #20-20 and Federal #40-20

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

235707

RECORDED January 2 1992 10:55 AM
IN BOOK 88 M of O & G PAGE 208
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS, that ~~McRAE & HENRY, LTD.~~ by Bethany A. Walker (hereinafter referred to as "Assignor"), whose address is 730 Seventeenth Street, Suite 920, Denver, Colorado 80202-3520, does hereby bargain, sell, quitclaim, assign and convey unto HERBALY PETROLEUM CORP., A COLORADO CORPORATION, (hereinafter referred to as "Assignee"), whose address is 1515 ARAPAHOE STREET, SUITE 1350 DENVER, CO 80202, 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;

Return to: EBCO U.S.A. Inc.
P.O. Box 22177
Oklahoma City, OK 73123

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 9th day of December, 1991, but effective as of the 1st day of January, 1992.

ATTEST:

By: S. H. Wyman, III
Secretary

ASSIGNOR:
McRAE & HENRY, LTD.

By: Mac Jones
President

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for the State of Colorado, on this day personally appeared Mac Jones, known to me to be the President of McRae & Henry, Ltd., a Colorado 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 9th day of December, 1991.

My Commission expires:
December 4Y 1993

Kimberley Smith
Notary Public for the State of Colorado.

Prepared by: *Kimberley Smith*
McRae & Henry, Ltd.
730 17th Street, Suite 920
Denver, CO 80202-3520

137 Lot # 369-369.01

208

EXHIBIT "A"

SUBLETTE COUNTY, WY

NO.	LESSOR	LESSEE	DATE	RECORDED	DESCRIPTION	PROPERTY NAME	ID NO
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

209

[redacted] RECORDED January 2 [redacted] 92 10:55AM
IN BOOK 88 PAGE 210
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
235708

[redacted] FEDERAL [redacted]
by Bethany A. Lehker

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

JEN-SON OIL, (hereinafter called "Grantor"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Herbaly Petroleum Corp. 1515 Arapahoe Street #1350 (hereinafter called "Grantee"), whose address is Denver, CO 80202, all of Grantor's right, title and interest in and to the following:

(a) The oil, gas and/or mineral leases which are described on Exhibit A attached hereto; and the oil and gas wells listed on said Exhibit A (hereinafter called the "Subject Wells") and associated materials and other wells and personal property located on the lands covered by the Leases (hereinafter called the "Lands");

(b) All other property and rights used or held for use directly and exclusively in connection with the production, treatment and marketing of oil, gas and other liquid and gaseous hydrocarbons from, and the disposal of water produced from, the Leases and the Subject Wells, including, without limitation, all materials, equipment, personal property and fixtures located thereon or directly and exclusively used in connection therewith;

(c) All leases, options, rights of first refusal, rights arising under force pooling and other similar regulatory orders, contracts, operating agreements or other agreements and instruments to the extent that the same relate, pertain, belong to or are incidental to the Leases or the Subject Wells.

The interest described in paragraphs (a) through (c) above are hereinafter collectively called the "Subject Interest."

TO HAVE AND TO HOLD the Subject Interest unto Grantee and its successors and assigns, forever.

This conveyance is made without warranty of title, express, implied or statutory, even as to the return of the purchase price paid therefor. Any covenants implied by statute or law by the use of the word "Grant" or other similar words in this Conveyance are hereby expressly restrained, disclaimed, waived and negated. This Conveyance is made with full substitution and subrogation of Grantee and all persons claiming by, through, or under Grantor, to the extent assignable, in and to all representations and warranties of title heretofore given or made by Grantor's predecessors in title with respect to the Subject Interest.

Grantor and Grantee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITATION OF THE GENERALITY OF THE PRECEDING SENTENCE, GRANTOR HEREBY EXPRESSLY (i)

137 Lot-368

P.O. Box 22177
Oklahoma City, OK 73123

DISCLAIMS AND NEGATES, AS TO THAT PORTION OF THE SUBJECT INTEREST CONSTITUTING PERSONAL PROPERTY, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE CONDITION OF THE SUBJECT INTEREST (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS); AND (ii) NEGATES ANY RIGHT OF GRANTEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIMS OF GRANTEE FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN, AS OF THE EFFECTIVE TIME, IT BEING THE INTENTION OF GRANTOR AND GRANTEE THAT THE SUBJECT INTEREST IS CONVEYED IN ITS PRESENT CONDITION AND STATE OF REPAIR AND THAT GRANTEE HAS MADE OR CAUSED TO BE MAKE SUCH INSPECTION OF THE SUBJECT INTEREST AS IT DEEMED APPROPRIATE. GRANTEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS AND COMMERCE CODE.

Grantor, or Grantor and Grantee have executed or will execute,certain separate assignments of individual oil, gas and mineral leases, or interest therein, which are included in the Subject Interest for filing with and approval by United States of America and other governmental entities and agencies. Such separate assignments are on forms prescribed or suggested by said governmental entities and agencies; evidence the conveyance and assignment of the applicable Subject Interest herein made and do not constitute any additional conveyance or assignment of the oil, gas, mineral leases, lands or interests therein or herein described or any rights therein; are not intended to modify, and shall not be construed to modify, any of the terms, covenants and warranties herein set forth and are not intended to create and shall not be construed to create any additional covenants and warranties of or by Grantor to Grantee; and shall be deemed to contain all the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in such separate assignment. Such separate assignments, and this Conveyance, when taken together, shall be deemed to constitute one conveyance and assignment by Grantor of the Subject Interest. This assignment in so far as it affects any Subject Property whose transfer must be approved by the United States of America or any governmental entity or agency, is made and accepted subject to the approval of the appropriate governmental entity or agency and to the terms of such approval, if and to the extent required by law.

This Conveyance is expressly made and accepted subject to the terms and conditions of the Leases and all contracts relating to the purchase or sale of production therefrom, to all operating agreements, permits, rights of way, licenses, easements, options, orders and any other agreements or contracts comprising or attributable to and affecting the Subject Interest and to all reservations, exceptions, limitations or other burdens applicable thereto which are of record or of which Grantee may have actual or constructive notice. As of the Effective Time, Grantee shall assume, and be responsible for and shall comply with, all duties and obligations of Grantor, express or implied, with respect to

the Subject Interest including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (including specifically, but without limitation, any governmental requirement or request to plug, replug or abandon a new well of whatsoever type, status or classification located on the Lands or lands unitized therewith or to take any cleanup or other action with respect to such Lands).

If any Lease or other part of the Subject Interest is subject to a consent requirement or similar provision which requires that the consent of the applicable lessee or other party be obtained prior to assignment of an interest therein (hereinafter called an "Affected Lease"), then notwithstanding any other provisions of this Conveyance, including, without limitation, the granting clause hereof, the transfer of such Affected Lease shall not be effective until the requisite consents shall have been obtained.

This Conveyance is being executed in multiple counterparts, all of which are identical, except that, to facilitate recordation, with respect to certain counterparts hereof only that portion of Exhibit A which contains specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded are included, and other portions of Exhibit A are included by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Conveyance containing the entire Exhibit A have been retained by Grantor and Grantee.

IN WITNESS WHEREOF, this Conveyance has been executed and delivered on December 20, 1991, effective as to runs of oil and deliveries of gas, and for all other purposes, as of 7:00 a.m. local time at the locations of the Subject Interest, respectively, on December 31, 1991 (hereinafter called the "Effective Time").

GRANTOR:

JEN-SON OIL

Tom Croft
TOM CROFT
OWNER/PARTNER

Bill Fields
BILL FIELDS
OWNER/PARTNER

GRANTEE:

Herbaly Petroleum Corp

By: David L. Herbaly
Title: Vice President

Attest: _____

STATE OF MONTANA)

COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me this day by Tom Croft and Bill Fields, partners in JEN-SON OIL.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal on this 20th day of December, 1991.

My Commission Expires:

4-25-94

Marilyn L. Shelton
NOTARY PUBLIC in and for the
the State of Montana

State of Texas)
County of Dallas)

The foregoing instrument was acknowledged before me this date by David L. Herlaly.

IN WITNESS WHEREOF, I have hereunder sey my hand and affixed my official seal on this 11 day of December, 1991.

My Commission Expires:

Ginny Appleby
NOTARY PUBLIC in and for the
State of

GINNY APPLEBY
Notary Public, State of Texas
My Commission Expires 3-04-92

EXHIBIT "A"

Federal 20-14
Sublette County, Wyoming

Township 27 North - Range 112 West, 6th P.M.
Section 11: S½
Section 14: N½

Sublette County, Wyoming

Conntaining 640 acres, more or less,

Federal Lease Number W-64986

From the surface of the earth down to the stratigraphic equivalent of the total depth drilled in the Federal #20-14.

RELEASE OF RECORD
[Terminated Oil and Gas Lease(s)]

TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, as owner of those certain oil and gas lease(s) which have now terminated of its/their own terms and are described on Exhibit "A" hereof, files this Release to expunge from the records of SUBLETTE County, State of WYOMING, the recording of each such lease(s) as shown on said Exhibit "A".

Executed and dated this 28th day of October, 1991.

TEXACO INC.

By J. K. Hendrickson

Attorney-in-Fact J. K. Hendrickson

TEXACO EXPLORATION AND PRODUCTION INC.
SUCCESSOR IN INTEREST TO TEXACO INC.

By J. K. Hendrickson

Attorney-in-Fact J. K. Hendrickson

Prepared by: R. Danos
Texaco Exploration and Production Inc.
Land Dept.
P. O. Box 2100
Denver, CO 80201

235711

RECORDED January 2 19 92 4:20P M.
IN BOOK 89 of Misc. PAGE 215
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

APPROVED AS TO
DESCRIPTION & DATA

Tract

CO-WY

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

The foregoing instrument was acknowledged before me this 28th day of October, 19 91, by J. K. Hendrickson, the Attorney-in-Fact of TEXACO EXPLORATION AND PRODUCTION INC., a corporation.

WITNESS My hand and official seal.

D. M. NELSON NOTARY PUBLIC STATE OF COLORADO

Notary Public D. M. Nelson
Residing at: 1466 Sierra Dr.
Castle Rock, CO 80104

My commission expires: April 17, 1995

CO & WY

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

The foregoing instrument was acknowledged before me this 28th day of October, 1991, by J. K. Hendrickson, the Attorney-in-Fact of TEXACO INC., a corporation.

WITNESS My hand and official seal.

D. M. NELSON NOTARY PUBLIC STATE OF COLORADO

Notary Public D. M. Nelson
Residing at: 1466 Sierra Dr.
Castle Rock, CO 80104

My commission expires: April 17, 1995

02/01/1990

LAND RECORDS SYSTEM
EXHIBIT A - RPT 36

DATABASE: WEST REGION TI-84

EXPL DIV: CR STATE: WYOMING COUNTY: 035 SUBLETTE

FOR PERIOD: JAN 1-31 1990

--LAND FILE NO--	LEASE NAME	LEASE DATE	LAND DESCRIPTION	RECORDED BOOK	RECORDED PAGE
W - 9087-A	FED W-69864	01/01/1980	1076.27 ACS, 28N-115W; SEC 6:LOTS 8,9,12,13,E2SW, SEC 7:LOTS 5-8,E2,E2W2 T28N-R116W SEC 1:LOTS 5,6, SENE,SE	84	659

217

RECORD [redacted] Number 3 [redacted]
IN BOOK 88 of M Pg PAGE 218
FEES $ 30.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

235722

ASSIGNMENT, BILL OF SALE AND CONVEYANCE by Bethany A. Walker

PRESIDIO EXPLORATION, INC., a Colorado corporation ("*Assignor*"), having offices at 5613 DTC Parkway, Suite 750, P.O. Box 6525, Englewood, Colorado 80155-6525, for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, assign, and convey to **MOUNTAIN GAS RESOURCES, INC.**, a Delaware corporation, (as "*Assignee*"), having offices at 5613 DTC Parkway, Suite 200, P.O. Box 6525, Englewood, Colorado 80155-6525, all of Assignor's rights, titles and interests in and to the following:

(a) The gathering and transportation systems described on Exhibit A (collectively, the "*Systems*");

(b) All of the easements, surface leases, rights-of-way, servitudes, licenses, permits and similar instruments that relate to the Systems (the "*Rights-of-Way*") including, without limitation, that certain Right-of-Way Grant/Temporary Use Permit No. W-105782 in respect of the Granger Gas Plant (the "*Granger Lease*") and those that are described on Exhibit B;

(c) The plants, equipment, personal property, fixtures and other improvements that directly relate to the Systems (the "*Facilities*") including, without limitation, (i) all related valves, pumps, dehydrators, compressors, parts inventory, tools and other personal property, equipment, towers, field separators and liquids extractors, processing equipment, process tanks, storage tanks, and other similar facilities and (ii) the materials and supply inventory associated therewith, in each case to include, without limitation, those described on Exhibit C; and

(d) All rights in, to and under or derived from all presently existing and effective contracts, agreements and other contractually binding arrangements directly related to the Properties described in clauses (a) through (c) above (the "*Related Agreements*") including, without limitation, gas purchase agreements, gathering service agreements, assignments of processing rights, gas, plant product and other production sales contracts, gas transportation agreements, natural gas liquids transportation and fractionation agreements, exchange agreements, processing agreements, joint venture agreements, partnership agreements, settlement agreements, operating agreements and equipment lease agreements.

TO HAVE AND TO HOLD the Systems, Rights-of-Way, Facilities, and Related Agreements, together with all rights and appurtenances thereto, unto Assignee, its successors and assigns, forever.

ASSIGNOR WARRANTS AND AGREES TO DEFEND TITLE TO THE INTERESTS IN THE SYSTEMS, RIGHTS-OF-WAY, FACILITIES, OR RELATED AGREEMENTS ASSIGNED HEREBY AGAINST ANY AND ALL CLAIMS ARISING BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

EXCEPT AS OTHERWISE PROVIDED IN THIS ASSIGNMENT WITH RESPECT TO ALL ITEMS OF PERSONAL PROPERTY, FIXTURES AND ITEMS OF MOVEABLE PROPERTY COMPRISING ANY PART OF THE PROPERTIES, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY OTHER WARRANTIES, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT THE PERSONAL PROPERTY, FIXTURES AND ITEMS ARE BEING CONVEYED TO ASSIGNEE AS IS, WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, 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. As of 7:00 a.m., local time on November 1, 1991 (the "*Effective Date*"), Assignee shall take possession of the property assigned hereby and shall take over custody, responsibility and control of all accounting, maintenance and other functions relating to the Systems, Rights-of-Way, Facilities, and Related Agreements assigned hereby. In addition, Assignor hereby transfers and conveys to Assignee, all rights or actions which Assignor may hold over and against any prior grantors, warrantors or third parties with respect to the Systems, Rights-of-Way, Facilities, and Related Agreements hereby assigned so that Assignee is fully substituted and subrogated in and to all such rights.

This Assignment, Bill of Sale and Conveyance is made and accepted expressly subject to, and Assignee hereby assumes and agrees to discharge and perform, any and all liabilities, obligations and duties of Assignor now existing or, in any way, related to or hereafter arising with respect to the Systems, Rights-of-Way, Facilities, and Related Agreements conveyed hereunder; provided, however, the assumption of liabilities, obligations and duties hereunder shall not be deemed to create, confirm or give rise to any rights of any third party, as third party beneficiary or otherwise, or to waive any defenses available to Assignor or Assignee with respect to such liabilities, obligations and duties, and it is expressly understood and agreed that such assumption is solely for the purpose of allocating responsibility between Assignor and Assignee; and further provided that Assignee does not assume or agree to discharge and perform liabilities, obligations and duties of Assignor which are not assumed by Assignee in that certain Purchase and Sale Agreement dated as of December 23, 1991 between Assignor and Assignee, or which are the subject of Assignor's indemnification of Assignee as set forth therein.

Assignor will, at any time and from time to time after the date hereof, execute, acknowledge and deliver or cause to be executed and delivered, all further conveyances, documents or instruments necessary to effect the conveyance embodied in this Assignment, Bill of Sale and Conveyance.

Executed this 31st day of December, 1991, but effective for all purposes as of the Effective Date.

ASSIGNOR:

ATTEST:

PRESIDIO EXPLORATION, INC.

By: _____
Bruce R. DeBoer
Secretary

By: _____
Robert L. Smith
Executive Vice President

ASSIGNEE:

ATTEST:

MOUNTAIN GAS RESOURCES, INC.

By: _____
William H. Penney
Secretary

By: _____
Greg W. Sales
President

ACKNOWLEDGEMENTS

STATE OF COLORADO §
§ ss.
COUNTY OF ARAPAHOE §

On this 31st day of December, 1991, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Robert L. Smith, Executive Vice President of Presidio Exploration, Inc., to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of 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:

3.2.93

Gaylene A. McCreery
Notary Public in and for the State of Colorado

STATE OF COLORADO §
§ ss.
COUNTY OF ARAPAHOE §

On this 31st day of December, 1991, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Greg W. Sales, President of Mountain Gas Resources, Inc., to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of 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:

V. RIDDELL
Notary Public, State of Colorado
County of Arapahoe
My Commission Expires Feb. 27, 1994

Victoria A. Riddell
Notary Public in and for the State of Colorado

EXHIBIT "A"
"SYSTEMS"

STATE: Wyoming
COUNTY: Sweetwater, Lincoln and Sublette
PROSPECT: Green River Gathering System and Granger Gas Plant

PIPELINE FACILITIES:

4"	6"	8"	12"	16"	Total
27.5	12.5	5.75	3.0	38.0	86.75

STATE: Wyoming
COUNTY: Sweetwater, Lincoln, Uinta and Sublette
PROSPECT: Wilson Ranch Gathering System

PIPELINE FACILITIES:

	4"	6"	8"	16"	Total
Miles	24.0	12.5	10.0	13.5	60.0

EXHIBIT "B"
"Rights-of-Way"

ATE: *** WYOMING ***
TY: WY - SUBLETTE
PECT: Green River Gathering System

LEASE NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
6800002 01	USA W-96262 ITR PETROLEUM, INC.	06/23/1986		T 27 N R 111 W SEC 19: S/2SE/4 SEC 20: SW/4SW/4

224

STATE: Wyoming
COUNTY: Sweetwater, Lincoln and Sublette
PROSPECT: Green River Gathering System and Granger Gas Plant

GRANGER GAS PLANT Section 16, T18N-R111W

Item #B-101	Inlet Separator, 66" ID by 15' length
Item #E-101	Gas to gas exchanger
Item #E-102	Chiller
Item #V-102	Tree-face separator, 66" ID by 30' length
Item #E-104	Stabilizer feed heater exchanger
Item #V-103	Stabilizer tower, 36" ID by 60" ID by 96' height
Item #A-103	Stabilizer reboarder
Item #A-105	Product Cooler
Item #P-104A & Item #P-104B	Mapco Product Pipeline Pumps, 50 hp PD pumps, 2-30" by 150' inlet slug bottles, 16" ball receiver, 1 ea 30" ID by 6' high field gas scrubber
Item #V-114	Recompressor, suction scrubber
Item #V-105	Refrigeration suction scrubber
Item #A-106	Recompressor after cooler with fan and shrounds
1 ea	300 hp electric drive recompressor with an Ingersol Rand compressor
2 ea	700 hp electric drive refrigeration compressors
1 ea	refrigeration condenser
1 ea	200 barrel glycol storage tank

225

STATE: Wyoming
COUNTY: Sweetwater, Lincoln and Sublette
PROSPECT: Green River Gathering System and Granger Gas Plant

GRANGER GAS PLANT (Continued)

1 ea	glycol dehydration skid for triethylene glycol complete with regeneration
Item #V-106	Economizer 48" OD by 10' high
1 ea	40' by 50' compressor building
1 ea	40' by 60' office building
1 ea	Electric substation, 4,160 inlet volts to 480 volts
1 ea	500 KVA transformer
1 ea	1,000 KVA transformer
1 ea	Motor control center for plant
1 ea	Process control panel for plant complete with electronic controllers and pneumatic controllers
1 ea	Flare stack and associated flare system

226

STATE: Wyoming
COUNTY: Sweetwater, Lincoln and Sublette
PROSPECT: Green River Gathering System and Granger Gas Plant

CRYO PLANT EXPANSION:

1 ea	Flare Stack, 12" x 85'
1 ea	Flare KO Drum, 48" x 20"
1 ea	210 Bbl. Flare KO Drum Liquids Tank
1 ea	V-405, SS Demethanizer Tower
1 ea	Rotoflow Expander Assembly
1 ea	Rotoflow Expander Control Panel
1 ea	F-413, Inlet Filter Separator
1 ea	Dehydration Skid with Control Valves, Scrubber and Cooler
2 ea	V-401, V-402 4' x 30' Dehydration Towers
1 ea	H-460, Gas Fired Direct Heater
1 ea	Process Skid with Plate Fin Exchangers, Control Valves
1 ea	4-404, SS 3' x 8' Cold Separator
3 ea	25,000 Propane Storage Tanks

227

STATE: Wyoming
COUNTY: Sweetwater, Lincoln and Sublette
PROSPECT: Green River Gathering System and Granger Gas Plant

CRYO PLANT EXPANSION: (Continued)

2 ea	White/White 1100 HP Turbocharged Compressors
1 ea	40'x 62' Compressor Building
1 ea	Process Control Panel with Electronic Controllers
1 ea	Motor Control Center
1 ea	4-406, 3' x 12' Product Surge Drum
2 ea	65 HP PD Product Pumps
1 Lot	Control Valves, Instruments, etc.

226

STATE: Wyoming
COUNTY: Sweetwater, Lincoln and Sublette
PROSPECT: Green River Gathering System and Granger Gas Plant

GREEN RIVER GAS GATHERING SYSTEM:

1 ea	30' by 50' compressor building at the compressors on the Raptor 1-17
2 ea	25' by 35' buildings on the compressors at the Launcher Site
1 ea	16" ball launcher

229

EXHIBIT "C"
"FACILITIES"

STATE: Wyoming
COUNTY: Sweetwater, Lincoln, Uinta and Sublette
PROSPECT: Wilson Ranch Gathering System

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1 ea	10" Black's Fork River Crossing 200'
1 ea	8" Horn's Fork River Crossing 200'
1 ea	12" Pig Launcher with Sidevalves
1 ea	10" Pig Launcher with Sidevalves

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 26th day of September , 1952 , an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an executed copy of said agreement, which was recorded on July 19, 1954 in book 9 O & G Leases , page 93 , Sublette County, Wyoming being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 022234

T. 28 N., R. 113 W., 6th. P.M., Wyoming

Section 16: Lots 1, 2, 3, 4, 5, 6, 7
17: NW¼ NE¼
20: Lots 2, 3, 4, and 5, S½ NW¼
29: E½, E½ W½

and

793.08 acres, more or less

WHEREAS, on June 2, 1955, PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

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 "Assignors" do hereby bargain, sell, transfer, assign and convey unto PFAFF-QUEALY CORPORATION all of their rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignors" have signed and sealed this instrument this 22nd. day of June, 1955.

Arthur B. Belfer
ARTHUR B. BELFER

Rachel Belfer
RACHEL BELFER

Selma Ruben
SELMA RUBEN

LAWRENCE RUBEN

Anita Saltz
ANITA SALTZ

Jack Saltz
JACK SALTZ

A. B. Belfer
A. B. BELFER as Trustee for
ROBERT BELFER

"ASSIGNORS"

235819

RECORDED January 10 '92 2:15 P M
IN BOOK 88 Oil & Gas PAGE 231
FEES 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Bethany A. Walker

ACKNOWLEDGEMENT

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

On this 22nd day of June, 1955, before me personally appeared ARTHUR B. BELFER (a/k/a A. B. BELFER) individually and as Trustee for ROBERT BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and and seal this 22nd day of June, 1955

(Seal)

Violet Berman
Notary Public

Violet Berman
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

ASSIGNMENT OF OPERATING AGREEMENT

WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, [redacted] said agreement, [redacted] was recorded on July 19, 1954 in Book 9 O & G leases, page 93, Sublette County, Wyoming [redacted]:

Federal Oil & Gas Lease - Evanston 022234

T. 28N., R. 113W., 6th P.M., Wyoming

Section 16: Lots 1, 2, 3, 4, 5, 6, 7
Section 17: NW¼NE¼
Section 20: Lots 2, 3, 4 and 5, S½NW¼
Section 29: E½, E½W½

SUBJECT TO MORTGAGE(S) AND

793.08 acres, more or less

SUBJECT TO PRODUCTION PAYMENT(S) PER ATTACHED RIDER

and,

WHEREAS, on June 2, 1955, PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

WHEREAS, on June 22, 1955, ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER did hereby bargain, sell, transfer, assign and convey all of their rights, title and interest in and to said operating agreement unto BELFER NATURAL GAS COMPANY.

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 BELFER NATURAL GAS COMPANY, "Assignor", does hereby bargain, sell, transfer, assign and convey unto BELCO PETROLEUM CORPORATION all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

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

WITNESS:

Jack Saltz

BELFER NATURAL GAS COMPANY

By: Lawrence Ruben - Partner

"ASSIGNOR"

235820

RECORDED January 10 AT 9:2 A.M.
IN BOOK 88 Or 40 PAGE 233
FEES $ 10.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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

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

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

Notary Public

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

[redacted]

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

SEAL

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

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.

RIDER TO . ASE [redacted]

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

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

RIDER TO LEASE [redacted]

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to ex[redacted] Million Six Hundred Ninet[redacted]

RECORDED [redacted] aug 13 19 92 12:40 P M
IN BOOK E-3 Misc. PAGE 236
FEES $ 12.00 Mary Louise [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

235829

RILEY RIDGE FEDERAL #17-34

PARTIAL ASSIGNMENT AND BILL OF SALE

by Bethany G. Walker

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** and **PETROFINA DELAWARE, INCORPORATED**, 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 Will Gray, 7475 Raven Ct., Castle Rock, CO 80104, (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 hereof, **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE WELLBORE ONLY AND ALL DEPTHS LYING BELOW THE BASE OF THE DAKOTA FORMATION OF THE RILEY RIDGE FEDERAL #17-34 WELL.**

Return to: P.O. Box 22177 Oklahoma City, OK 73123

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 Partial 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 Partial 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.

136/ 103

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 Wyoming Oil & Gas Conservation Commission or any other State of Wyoming 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 and any surface restoration deemed necessary. 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, as well as any charges made for the restoration of the surface deemed necessary or required.

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 Partial 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 Partial 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. Assignor reserves and excepts from this Assignment all leasehold rights in and under the described Lease(s) in Exhibit "A" as to the lands not herein described and as to rights exclusive of the wellbore in the **RILEY RIDGE FEDERAL #17-34** well and those rights below the depth set out above. Assignor further reserves such other rights and easements under and by virtue of the above described Lease as may be necessary or desirable to develop and operate the interest of Assignor in such Lease and the lands covered thereby.

11. Assignee unconditionally releases Assignor from and against any and all liability, known and unknown, for any environmental damage, pollution or contamination to the property whether existing prior to or after the effective date of this Assignment. Assignee agrees to protect, defend, indemnify and hold Assignor, its officers, directors, employees, agents, and corporate parent, subsidiaries, related companies and successors harmless from and against any and all claims, losses, demands, suits, causes of action, judgments, decrees, penalties, fines, sanctions, expenses and costs (including, but not limited to reasonable attorney's fees, court costs, costs of investigation, costs of litigation and response costs) of whatever kind or nature including, but not limited to claims, known or unknown, for environmental damage, pollution or contamination to the property, made by any person, entity, or governmental agency whether existing prior to or after the effective date of this Assignment and without regard to Assignor's negligence.

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 Partial 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 Partial Assignment and Bill of Sale is executed and delivered this 4th day of December, 1991, **but effective as of December 31, 1991.**

"ASSIGNOR"

FINA OIL AND CHEMICAL COMPANY

Richard C. Lindley
Attorney-in-Fact

PETROFINA DELAWARE, INCORPORATED

Richard C. Lindley
Attorney-in-Fact

"ASSIGNEE"

ATTEST:

_____
_____Secretary

By: Wiep Bray

136/103

STATE OF COLORADO (
) ss.
COUNTY OF DOUGLAS (

On December 10, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Gray, personally known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of December, 1991.

Notary Public

My Commission Expires November 7, 1993

136/103

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 December, 1991.

Jeania Luber
Notary Public in and for
Oklahoma County, Oklahoma

My Commission Expires:
May 23, 1993

****

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 **Petrofina Delaware, Incorporated**, 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 December, 1991.

Jeania Luber
Notary Public in and for
Oklahoma County, Oklahoma

My Commission Expires:
May 23, 1993

****

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the _____ of _____, a corporation, and acknowledged to me that he/she 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 4th day of December, 1991.

Notary Public in and for
Dallas County, Texas

My Commission Expires:

_____

EXHIBIT "A"

Attached to and for all purposes made a part of that certain Partial Assignment and Bill of Sale dated December 4, 1991, 1991, by and between Fina Oil and Chemical Company and Petrofina Delaware, Incorporated, as Assignor, and Will Gray, as Assignee.

RILEY RIDGE FEDERAL #17-34

1. LEASE NUMBER: 01WY003869-000
LESSOR: USA Wyoming W-60620
LESSEE: Estelle C. Haefele
LEASE DATE: March 31, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
Lot 4, Section 5-29N-114W
Lots 1 & 2 S/2 NE/4, SE/4
Section 6-29N-114W
E/2 Section 7-29N-114W
SE/4 Section 18-29N-114W
Sublette County, Wyoming

2. LEASE NUMBER: 01WY003874-000
LESSOR: USA Wyoming WY-78476
LESSEE: Pete J. Kithas
LEASE DATE: March 1, 1975
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
Section 9, N/2,
Section 9-29N-114W
Sublette County, Wyoming

3. LEASE NUMBER: 01WY003927-000
LESSOR: USA-W-59398
LESSEE: Fred D. Volz
LEASE DATE: July 20, 1977
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
NE/4 Section 18-29N-114W
Sublette County, Wyoming

4. LEASE NUMBER: 01WY003870-000
LESSOR: USA-Wyoming W-60621
LESSEE: Patricia R. Pfenning
LEASE DATE: March 31, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
All of Section 21-29N-114W
All of Section 28-29N-114W
Sublette County, Wyoming

5. LEASE NUMBER: 01WY003862-000
LESSOR: State of Wyoming WY-76-0342
LESSEE: Chinook Roustabout Service
LEASE DATE: May 2, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
All Section 16-29N-114W
Sublette County, Wyoming

6. LEASE NUMBER: 01WY003863-000
LESSOR: USA-W-54161
LESSEE: Estelle C. Haefele
LEASE DATE: March 31, 1976
RECORDED: Book , Page
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
E/2 Section 19-29N-114W
Sublette County, Wyoming

7. LEASE NUMBER: 01WY003864-000
LESSOR: USA-W-54162
LESSEE: Patricia R. Pfenning
LEASE DATE: March 31, 1976
RECORDED: Book 54, Page 421
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
W/2 SE/4
Section 29-29N-114W
Sublette County, Wyoming

8. LEASE NUMBER: 01WY003871-000
LESSOR: First Wyoming Bank
LESSEE: Williams Exploration Company
LEASE DATE: September 1, 1981
RECORDED: Book 63, Page 129
DESCRIPTION: **INSOFAR AND ONLY INSOFAR AS SAID LEASE PERTAINS TO THE FOLLOWING LANDS:**
S/2 SE/4 Section 3-29N-114W
Sublette County, Wyoming

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REVIVOR OF LEASE

The State of Wyoming

County of Sublette

Whereas Monte Norris, whose address is Box 427, Big Piney, Wyoming 83113, as Lessor, and Chevron U.S.A., Inc., a Pennsylvania corporation, whose address is P. O. Box 599, Denver, Colorado 80201, as Lessee, entered into that certain "Oil and Gas Lease" dated March 12, 1985, of record in Book 74 O & G, Page 285, of the records of Sublette Co., Wyoming, which lease is incorporated in its entirety herein for all intents and practical purpose, and

Whereas said parties wish to revive said lease;

Therefore, said Monte Norris, hereinafter "Lessor", for and in consideration of the sum of Ten Dollars and other valuable consideration, including the shut-in rental further described hereinbelow, in hand paid, hereby grants, demises, leases and lets exclusively unto said Chevron U.S.A. Inc., hereinafter "Lessee", the property described in the aforesaid described lease under the terms and conditions described in said "Oil and Gas Lease", which is hereby revived in its entirety and which is incorporated herein for all intents and practical purposes;

However, it is agreed and understood that the shut-in rental for the period from September 6, 1991 to September 5, 1992, in the amount of $ 765.01, is tendered herewith by Lessee directly to Lessor and accepted by Lessor as shut-in rental for said period. All future payments of rental, shut-in rental or royalty are to be tendered in the fashion set out in the revived Oil and Gas Lease.

In witness thereof, this instrument is executed on this _____day of _____, 199__, but is effective as of December 6, 1991.

× Monte L. Norris
Monte Norris, Lessor

STATE OF Wyo.

COUNTY OF Sublette

The foregoing instrument was acknowledged before me by Monte Norris
_____, 1991. this 31 day of December

Witness my hand and official seal.

KATHY J. QUINTARD - NOTARY PUBLIC
County of Sublette — State of Wyoming
My Commission Expires Nov. 19, 1994

Kathy J. Quintard
Notary Public in and for
Sublette Co

My Commission Expires: 11-19-94

235836

RECORDED January 13 AD 92 3:45 PM
IN BOOK Energy Lease PAGE 243
FEES $ 6.00 Mary L. Whitehead COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany D. Walker

[redacted]

235954

RECO[redacted] 19[redacted]M
IN BOOK 86 OF M PAGE 244
FEES $ 10 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT AND BILL OF SALE

E.W. BLANCH, SR., TRUSTEE OF THE E.W. BLANCH, SR. REVOCABLE TRUST, ("ASSIGNOR"), Lake Point Tower, Apt. 1952, 100 Lake Shore Dr., North Palm Beach, Florida 33408, for the payment of Ten and no/100 Dollars ($10.00) and other 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 HERBALY PETROLEUM CORP., a Colorado corporation, ("ASSIGNEE"), 1350 Park Central Tower One, 1515 Arapahoe Street, Denver, Colorado 80202 all of its right, title and interest in and to the following:

(a) The oil and gas leases and lands located in Sublette County, Wyoming described on Exhibit "A" attached hereto and made a part hereof by this reference, subject to any royalties, overriding royalties, production payments or other similar interests burdening such leases (the "Leases");

(b) The wells (whether producing or non-producing), equipment, facilities and personal property directly associated with the production of oil, gas, or other hydrocarbons located on the Leases;

(c) The oil, natural gas liquids or condensate inventory, including line fill and inventory below the pipeline connection in tanks as of 11:59 P.M., M.S.T., December 31, 1991 (the "Effective Date"); and

(d) All contracts and contractual rights, obligations and interests, including all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed by voluntary agreement and those formed under order, regulations, rules, or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreeements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts relating directly to the Leases;

It is the further understanding of Assignor and Assignee that:

1. Assignor shall be entitled to all credits and proceeds of production from and accruing to the Leases prior to the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Leases for periods of time prior to the Effective Date.

2. Assignee shall be entitled to all credits and proceeds of production from and accruing to the Leases after the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Leases for periods of time after 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 Agreement, Assignment and Bill of Sale, including but not limited to assignments of record title interest and/or operating rights which may need to be filed with the Bureau of Land Management.

The terms and provisions hereof shall extend to and be binding upon the parties hereto, their respective heirs, beneficiaries, trustees, representatives, successors and assigns.

Executed this 23 day of December, 1991, but effective for all purposes as of the Effective Date.

E.W. BLANCH, SR. REVOCABLE TRUST

E.W. Blanch, Sr.
E.W. BLANCH, SR., TRUSTEE

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

23rd The foregoing instrument was acknowledged before me this day of December, 1991, by E.W. Blanch, Sr., Trustee of the E.W. Blanch, Sr. Revocable Trust on behalf of the trust.

Marie K. Baron
Notary Public

NOTARIAL SEAL - HENNEPIN COUNTY, MINN.

My commission expires: _____

When recorded, please return to: Herbaly Petroleum Corp.
1350 Park Central Tower One
1515 Arapahoe St.
Denver, Colorado 80202

EXHIBIT "A"
TO THE ASSIGNMENT AND BILL OF SALE FROM E.W. BLANCH, SR., TRUSTEE OF THE E.W. BLANCH, SR. REVOCABLE TRUST, ASSIGNOR TO HERBALY PETROLEUM CORP., ASSIGNEE

United States Oil and Gas Lease W-54137
Effective April 1, 1976 - Recorded Book 64, Page 328
Melvin Meester, Lessee
Insofar only as said lease covers the following lands:
Township 27 North, Range 111 West, Sublette County, Wyoming
Section 17: SE/4
Section 20: NE/4
containing 320.00 acres, more or less
from the surface down to the stratigraphic equivalent of the Mowry marker encountered at 10,150 feet in the Federal #40-20 well located in the SE4/SE/4 of Section 20-T27N-R111W, Sublette County, Wyoming.

United States Oil and Gas Lease W-59776
Effective September 1, 1977 - Recorded Book 64, Page 278
Dorothy Langley, Lessee
Township 27 North, Range 111 West, Sublette County, Wyoming
Section 20: NE/4SW/4
containing 40.00 acres, more or less

United States Oil and Gas Lease W-62177
Effective February 1, 1978 - Recorded Book 67, Page 646
R. Ken Williams, Lessee
Insofar only as said lease covers the following lands:
Township 27 North, Range 111 West, Sublette County, Wyoming
Section 28: NW/4, N/2SW/4, SE/4SW/4
containing 280.00 acres, more or less
from the surface down to the depth of 10,306 feet below the surface

United States Oil and Gas Lease W-63490
Effective June 1, 1978 - Recorded Book 66, Page 168
The Superior Oil Company, Lessee
Township 27 North, Range 111 West, Sublette County, Wyoming
Section 32: Lot 2, NW/4, N/2SW/4
containing 269.65 acres, more or less
from the surface down to a depth of 9,786 feet below the surface

United States Oil and Gas Lease W-68454
Effective September 1, 1979
Edward H. Judson, Lessee
Township 27 North, Range 111 West, Sublette County, Wyoming
Section 28: SW/4SW/4
containing 40.00 acres, more or less
from the surface down to a depth of 10,306 feet below the surface

United States Oil and Gas Lease W-68117
Effective July 1, 1979 - Recorded Book 59, Page 7
Ole M. Hanson, Lessee
Insofar only as said lease covers the following lands:
Township 27 North, Range 111 West, Sublette County, Wyoming
Section 20: NW/4, SE/4, NW/4SW/4, S/2SW/4
containing 440.00 acres, more or less

91 NOV 25 AM 9:00
RECEIVED
CHEYENNE, WYOMING

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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- 118324

Lease Effective Date
(Anniversary Date)
Dec.. 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* COASTAL OIL & GAS CORPORATION
   Street P. O. Box 749
   City, State, ZIP Code Denver, Colorado 80201-0749

*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. 107 W. 6th P. M. Section 31: Lots 1,2,3,4 Section 31: ~~XXXXXXXX~~ E½, E½W½ Section 32: All Containing 1269.67 acres, more or less, Sublette County, Wyoming	100%	100%		3%	None

RECORDED February 4 AD 92 9:20A
IN BOOK 88 Oil & Gas PAGE 247
FEES $ 8.00 Mary L. Lilyhord COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

236045

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 DEC 01 1991

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

SUPERVISORY LAND LAW EXAMINER (Title)

JAN 21 1992 (Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list names and addresses of any additional assignee(s) on reverse of this form or on a separate attached sheet of paper.
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased 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]N ACT STATEMENT

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

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

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

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear Tear Tear

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

STATE OF IDAHO, County of Ada
On this 15th day of November, 1991, Burton G. Lowe appeared before me and acknowledged to be the same.

Brenda L. Litton
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 15Th day of Novemer, 1991

Name of Assignor as shown on current lease Burton G. Lowe
Please type or print

Assignor (Signature)

or

Attorney-in-fact (Signature)

P. O. Boxx 1063
(Assignor's Address)

Boise, Idaho, 83701
(City) (State) (Zip Code)

Executed this 18th day of November, 1991

Assignee COASTAL OIL & GAS CORPORATION

or

Attorney-in-fact By: (Signature) Vice President

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

RECEIVED

JUL 14 1955

249

ASSIGNMENT OF OPERATING AGREEMENT

S 01260-000

Termination Date 3-

Land - Agreement Typed
Box 576 Cheyenne, Wyo

WHEREAS, on the 26th day of September, 1952, an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and PFAFF-QUEALY CORPORATION, whereby PFAFF-QUEALY CORPORATION was granted operating rights above the top of a stratigraphic zone 1,500 feet above the top of the Frontier Formation, with respect to the following described lands, an exact copy of said agreement, which was recorded on July 19, 1954 in book 9 O & G Leases, page 93, Sublette County, Wyoming being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 022234

T. 28 N., R. 113 W., 6th. P.M., Wyoming

Section 16: Lots 1, 2, 3, 4, 5, 6, 7
17: NW¼ NE¼
20: Lots 2, 3, 4, and 5, S½ NW¼
29: E½, E½ W½

and

793.08 acres, more or less

WHEREAS, on June 2, 1955, PFAFF-QUEALY CORPORATION did bargain, sell, transfer, assign and convey all of its rights, title and interest in and to said operating agreement unto ARTHUR B. BELFER, RACHEL BELFER, SELMA RUBEN, LAWRENCE RUBEN, ANITA SALTZ, JACK SALTZ and A. B. BELFER as Trustee for ROBERT BELFER.

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 "Assignors" do hereby bargain, sell, transfer, assign and convey unto BELFER NATURAL GAS COMPANY all of their rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignors" have signed and sealed this instrument this 22nd. day of June, 1955.

Arthur B. Belfer
ARTHUR B. BELFER

Rachel Belfer
RACHEL BELFER

Selma Ruben
SELMA RUBEN

LAWRENCE RUBEN

Anita Saltz
ANITA SALTZ

Jack Saltz
JACK SALTZ

A. B. Belfer
A. B. BELFER as Trustee for
ROBERT BELFER

"ASSIGNORS"

UNCERTIFIED
to be a true and comparative copy
of the official records on file
DEC 26 1991
BUREAU OF LAND MANAGEMENT

236102

RECORDED February 10 '92 11:00 A M
IN BOOK 88 pr N & G PAGE 249
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Assignment approved

Manager, Land Office

Filed for record at request of Belfer Nat. Gas Co. Rec. # 236711

ACKNOWLEDGEMENT

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

On this 22nd day of June, 1955 before me personally appeared ARTHUR B. BELFER (a/k/a A. B. BELFER) individually and as agent for ROBERT BELFER, RACHEL BELFER, SELMA RUBIN, LAWRENCE RUBIN, ANITA SALTZ, JACK SALTZ, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and and seal this 22nd day of June, 1955

(Seal)

Violet Berman
Notary Public

Violet Berman
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expire March 30, 1956

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

DEC 26 1991
Adelle L. Kwalski
BUREAU OF LAND MANAGEMENT

251

MINEARL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

BILL D. FARLEIGH, a married man, Grantor and Assignor, of Natrona County, and State of Wyoming, for and in consideration of Ten Dollars and other good an valuable consideration in hand paid receipt of which is hereby acknowledged, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS and SETS OVER to BILL D. FARLEIGH, Trustee and his successors in Trust under the BILL D. FARLEIGH REVOCABLE TRUST*, Grantee and Assignee, whose address is P. O. Box 3215, Casper, Wyoming 82602, all of Grantor's right, title and interest in and to the real estate described on Exhibit "A" attached hereto, which is hereby incorporated by reference just as fully as if such document were set forth herein in its entirety, including but not limited to the following (the "Subject Interests"):

All working interests, overriding royalty interests mineral interests, royalty interests and other interests of any kind in and to the Subject Interests, including all of Grantor's right, title and interest in lands covered by any lease, assignment, or other conveyance, whether or not such lands are fully described in Exhibit "A":

All wells located on the lands described in Exhibit "A" as well as 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 right or other contract rights or interest in any way associated with or related to the Subject Interests, including the rights to enforce any convenants, representation, condition or warranty Assignor may enforce, to the full extent such rights are transferrable.

All personal property and fixtures hereby conveyed and sold "as in, where is." Notwithstanding the absence of a warranty as to the personal property hereby transferred, Assignor transfers, conveys and assigns to Assignee any rights or interests Assignor may have to enforce any convenant, representation, conditions or warranty Assignor may enforce, to the full extent such rights or interests are transferrable.

All leasehold 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 instrument and subject to all of the terms and provisions of the applicable leases and other contracts.

This conveyance shall inure to the benefit of the Grantee, his successors and assigns, and shall be binding upon the parties hereto, their successors and assigns, forever.

* The BILL D. FARLEIGH REVOCABLE TRUST (the Trust") is dated January 21, 1983 and was executed at Casper, Natrona County, Wyoming. The Trustor of the Trust is BILL D. FARLEIGH who has an unrestricted power to revoke the terms of said trust and revest his share of said trust in himself. The beneficary of the Trust is BILL D. FARLEIGH, during his lifetime, and Trustor's spouse GAYE ANN FARLEIGH, during her lifetime, and thereafter Trustor's children or if not living then their respective descendants as defined more specifically in said trust. The Trustee and any successor trustee is empowered to buy, sell convey, encumber, assign, lease and in all manners deal in and

236147

RECORDED February 18 19 92 8:45A M
IN BOOK 88 OR 40 & LC PAGE 251
FEES $ 10.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

with the assets of such trust without giving notice to or obtaining consent of the beneficiaries.

WITNESS my hand this 11th day of February, 19 92.

BILL D. FARLEIGH

STATE OF WYOMING)
)ss
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by BILL D. FARLEIGH, this 11th day of February, 19 92

Witness my hand and official seal.

NOTARY PUBLIC

My Commission Expires: June 19, 1993

LINDA ANDREWS Notary Public
County of Converse State of Wyoming
My Commission Expires June 19, 1993

Attached to and made a part of that certain Mineral Conveyance, Assignment and Bill of Sale dated February 11, 1992 from Bill D. Farleigh to Bill D. Farleigh Revocable Trust.

253

ILL D. FARLEIGH
IL AND GAS PROPERTIES
04 S WOLCOTT SUITE 720
OX 3215 CASPER WY 82602

EXHIBIT 'A'

SELECTED LEASE

LEASE NUMBER	SUB NO.	TRT NO.	LEASE DATE MMDDYY	EXPIRE DATE MMDDYY	ORR PERCENT	GROSS ACRES	RECORDING DATA BOOK	PAGE	ENTRY NO.
STATE=49 WYOMING			COUNTY= 35 SUBLETTE				PROSPECT= 83 NEW FORK LAKE		
NFL2-28			LEASE NAME=WYW-118173			RP=12			
			120189	113098	0.00000	440.0000			
			LESSOR=WYW-118173						
			LESSEE=BILL D. FARLEIGH						
			DESCRIPTION:						
			TOWNSHIP 37 NORTH, RANGE 110 WEST 6TH P.M., WY.						
			SECTION 26: NE/4SE/4, S/2SE/4						
			SECTION 35: W/2						
			CONTAINING 440.00 ACRES. SUBLETTE COUNTY, WYOMING						
STATE=49 WYOMING			COUNTY= 035 SUBLETTE				PROSPECT= 83 NEW FORK LAKE		
NFL-8			LEASE NAME=CARNEY LAND COMPANY			RP=12			
			50481	61788	4.00000	810.0000	62	360	#186180
			LESSOR=KENNETH K. FARMER						
			LESSEE=CARNEY LAND COMPANY, A WY CORP						
			DESCRIPTION:						
			TOWNSHIP 37 NORTH, RANGE 110 WEST, 6TH P.M.						
			SECTION 2: W/2SE/4, NE/4SE/4						
			SECTION 11: NW/4NE/4						
			SECTION 14: SE/4SE/4						
			SECTION 21: SE/4SE/4						
			SECTION 22: THOSE PARTS OF THE S/2SW/4 LYING AND BEING SITUATED NORTHERLY OF THE CENTER-LINE OF THE CHANNEL OF THE GREEN RIVER						
			SECTION 23: E/2NE/4, SE/4, E/2SW/4, SW/4SW/4						
			SECTION 26: N/2NW/4, NW/4NE/4						
			SECTION 27: NE/4NE/4, NW/4NW/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.						

MIN-25 Lease Name - Dew, Roxie L.
Grantor: Judith A. Saathoff and Gordon Satthoff
Grantee: Bill D. Farleigh
Mineral Deed Date: 8/27/84 Recorded 9/19/84 Book 1 Min. Deed Page 497
Description:
Township 37 North, Range 110 West 6th P.M.
Section 21: SE/4SE/4
Section 22: S/2SW/4
Section 26: S/2NW/4, SW/4NE/4, NW/4SE/4, SW/4
Section 27: NW/4NW/4, E/2NE/4, SE/4
Containing 720 acres more or less

MIN-26 Also lands in Township 37 North, Range 110 West, 6th P.M.
Section 14: SW/4SE/4NE/4

[redacted] [redacted] [redacted]

Notice is hereby given that a lien is claimed by the undersigned against the interest of Chandler & Associates, Inc. as follows:

1. This lien is claimed against the interest of Chandler & Associates, Inc.

a. In and to all oil and gas leases and properties set forth on Exhibit A attached hereto and incorporated herein by reference;

b. In and to the Isenhour Unit Area and all rights therein or appurtenant thereto;

c. In and to all oil and gas wells located on the oil and gas leases described on Exhibit A hereto, together with all equipment and personal property appurtenant thereto or used or obtained in connection therewith;

d. In and to all oil and gas production from wells located within the oil and gas leases described on Exhibit A or within the Isenhour Unit Area and all accounts and general intangibles associated therewith or arising therefrom.

2. This lien is claimed by Enron Oil & Gas Company, 1400 Smith Street, Houston, Texas 77251.

3. This lien arises under the Unit Agreement and Unit Operating Agreement for the Isenhour Unit Area dated September 1, 1980. Chandler & Associates, Inc. therein granted a lien to Belco Petroleum Corporation, predecessor to Enron Oil & Gas Company to secure its share of unit expenses and reimbursement of such unit expenses including production taxes paid by Enron Oil & Gas Company as Unit Operator. A copy of the described Unit Operating Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

4. Chandler & Associates, Inc. has failed and refused to reimburse and pay its proportionate share of ad valorem and severance taxes assessed against its share of oil and gas production from the Isenhour Unit Area including ad valorem taxes for 1985 (payable in 1986), and severance taxes payable in 1986 in the total amount of $40,480.62. This lien relates back in time to execution of the Unit and Unit Operating Agreements by Chandler & Associates, Inc., the date wherein the lien claimed was created.

5. In addition to constituting constructive notice of the lien herein claimed, this notice is further intended as a financing statement concerning the interests set forth above to give notice of the security interest created in the recited property by Chandler & Associates, Inc. and under the Isenhour Unit Agreement and Unit Operating Agreement.

Dated this 8th day of January, 1992.

ENRON OIL & GAS COMPANY

By: _____
Douglas Weaver, Vice-President

236169

RECORDED February 19 AT 92 9:15A
IN BOOK EE 64 PAGE 254
FEES $ 12.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

VERIFICATION

STATE OF COLORADO)
) §
CITY AND COUNTY OF DENVER)

I, Douglas Weaver, being duly sworn, do hereby testify and state that I have read the foregoing Oil and Gas Lien Statement and Financing Statement, and the representations made therein are true and accurate.

Douglas Weaver

The foregoing instrument was signed, sworn to and acknowledged before me this 8th day of January, 1992, by Douglas Weaver as Vice-President of Enron Oil & Gas Company.

(SEAL)

Notary

My Commission Expires:

August 18, 1995

EXHIBIT "A" TO OIL AND GAS LIEN STATEMENT
AND FINANCING STATEMENT

TRACT OWNERSHIP

TRACT NO.	DESCRIPTION	ACRES	SERIAL NO. EXP. DATE	BASIC ROYALTY & PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
1	T29N, R112W Sec. 17 N/2 NE/4 SW/4 NE/4 NW/4 SE/4	160.00	USA W-36567 Held for life of W-036663	USA-12.5%	Belco Petroleum Corp 100%	Mary Louise Tuttle .50% Max L. Campbell .625% Leona J. Campbell .625% Max Keueger .625% Aliene Krueger .625%	NW/4 SE/4 Shallow Operating Rights to 4062': Belco Pet. Corp. 50% Chandler & Assoc. 50% Below 4062': Belco Petrol. Corp. 100% W/2 NE/4, NE/4 NE/4 Shallow Operating Rights to 4335': Belco Petrol. Corp. 50% Chandler & Assoc. 50% Below 4335': Belco Pet. Corp. 100%
2	T29N, R112W Sec. 17 SE/4 NE/4 NE/4 SE/4	80.00	USA W-036663 HBP	USA-12.5%	Belco Petroleum Corp. 100%	Mary Louise Tuttle .50% Max L. Campbell .625% Leona J. Campbell .625% Max Krueger .625% Aliene Keueger .625%	NE/4 SE/4-Oper. Rts.to 4062': Belco Pet. Corp. 50% Chandler & Assoc. 38.75% Adobe Oil & Gas Corp.11.25% Below 4062 Belco Pet. Corp. 100% SE/4 NE/4-Oper. Rts. to 4335' Belco Pet. Corp. 50% Chandler & Assoc. 38.75% Adobe Oil & Gas 11.25% Below 4335': Belco Pet. Corp. 100%
3	T29N, R112W Sec. 17 SE/4 SE/4	40.00	USA W-036663A HBP	USA-12.5%	Belco Petroleum Corp. 100%	Mary Louise Tuttle .50% Max L. Campbell .625% Leona J. Campbell .625% Max Krueger .625% Aliene Krueger .625% Charles Getzler 1.000%	Operating Rights to 4335': Belco Petrol. Corp. 50% Chandler & Assoc. 50% Below 4335': Belco Pet. Corp. 100%
4	T29N, R112W Sec. 16 SW/4 NW/4 W/2 SW/4 SE/4 SW/4	160.00	State of Wyo. O-20914 - HBP	State of Wyo. 12.5%	Amoco Production 100%	Amoco Prod. 6.25% Bruce Anderson .75% Richard Peterson .75% Erving Wolf .75% Raymond Chorney .75%	Chandler & Assoc. 77.5% Adobe Oil & Gas 22.5%

RECAPITULATION

Land	Acres in Unit	Percentages of Unit Area
Federal Lands	280	63.64
State Lands	160	36.36
	440	100.00%

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
ISENHOUR (ALMY) UNIT AREA
SUBLETTE COUNTY, WYOMING
EXPANSION NO. 1

TRACT NO.	DESCRIPTION OF LAND	NUMBER OF ACRES	SERIAL NUMBER AND EXPIRATION DATE OF LEASE	BASIC ROYALTY AND PERCENTAGE	LESSEE OF RECORD AND PERCENTAGE	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
FEDERAL LANDS:							
5.	T29N-R112W, 6th P.M. Sec. 17: SE¼NW¼, E½SW¼, SW¼SE¼	160.00	W-48517 HBP	U.S.A.-12.5%	*Williams Exploration Company 50% *Terra Resources, Inc. 50%	Security Pacific National Bank as Receiver, Trustee for the Receivership of A. Lansdale 5%	*Williams Exploration Company 50% *Terra Resources, Inc. 50%

*There are various pending assignments of Record Title and Operating Rights that, when approved by the Land Office, the ownership of Lessee of Record and Working Interest will be:

Belco Development Corporation	41.35621%
Chandler & Associates, Inc.	45.44893%
Adobe Oil & Gas Corporation	13.19486%
	100.00000%

Revised 2-27-84

RECEIVED
MAR 20 1984
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROCK SPRINGS, WYOMING

1 FEDERAL LEASE CONTAINING 160.00 ACRES OR 100% OF THAT PORTION OF THE EXPANDED UNIT AREA

RECAPITULATION OF LANDS WITHIN FIRST EXPANSION

Type	Acres	Percent
Federal	160.00	100.00%
TOTAL	160.00	100.00%

RECAPITULATION OF LANDS AFTER APPROVAL OF FIRST EXPANSION

Type	Acres	Percent
Federal	440.00	73.33%
State	160.00	26.67%
TOTAL	600.00	100.00%

[redacted] RATIFICAT[redacted]ND JOINDER OF [redacted]

ISENHOUR (ALMY) UNIT

UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

SUBLETTE COUNTY, WYOMING

In consideration of the execution of the Unit Agreement for the Development and Operation of the subject Unit Area, dated September 1, 1980, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves, and adopts said Unit Agreement, and also Unit Operating Agreement as fully as though the undersigned had executed the original instruments.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the unit area in which the undersigned may be found to have an oil and/or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assigns, or successors in interest.

EXECUTED this 1st day of July, 1980.

CHANDLER & ASSOCIATES, INC.

BY: Collis P. Chandler

Collis P. Chandler, Jr.

President

STATE OF Colorado

COUNTY OF Denver

BEFORE ME, the undersigned authority, on this day personally appeared Collis P. Chandler, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, as President of Chandler & Associates, 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 the 1st day of July, 1980.

My Commission Expires:

2-7-83

Joyce L. Nichols
Notary Public

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A.A.P.L. FORM 610 - 1977

MODEL FORM OPERATING AGREEMENT

EXHIBIT "B" TO OIL AND GAS LIEN STATEMENT
AND FINANCING STATEMENT

OPERATING AGREEMENT

DATED

_____, 19____,

OPERATOR BELCO PETROLEUM CORPORATION

CONTRACT AREA ISENHOUR UNIT AREA

COUNTY OR PARISH OF SUBLETTE STATE OF WYOMING

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AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM. A.A.P.L. NO. 610 - 1977 REVISED
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
KRAFTBILT PRODUCTS, BOX 800, TULSA 74101

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OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between BELCO PETROLEUM CORPORATION, hereinafter designated and referred to as "Operator", and the signatory party or parties other than Operator, sometimes hereinafter referred to individually herein as "Non-Operator", and collectively as "Non-Operators",

WITNESSETH:

WHEREAS, the parties to this agreement are owners of oil and gas leases and/or oil and gas interests in the land identified in Exhibit "A", and the parties hereto have reached an agreement to explore and develop these leases and/or oil and gas interests for the production of oil and gas to the extent and as hereinafter provided:

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.
DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "oil and gas" shall mean oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

B. The terms "oil and gas lease", "lease" and "leasehold" shall mean the oil and gas leases covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

C. The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Contract Area which are owned by parties to this agreement.

D. The term "Contract Area" shall mean all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

E. The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Contract Area or as fixed by express agreement of the Drilling Parties.

F. The term "drillsite" shall mean the oil and gas lease or interest on which a proposed well is to be located.

G. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

H. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II.
EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

[X] A. Exhibit "A", shall include the following information:
(1) Identification of lands subject to agreement,
(2) Restrictions, if any, as to depths or formations,
(3) Percentages or fractional interests of parties to this agreement,
(4) Oil and gas leases and/or oil and gas interests subject to this agreement,
(5) Addresses of parties for notice purposes.

[X] B. Exhibit "B", ~~Form of Lease~~ Tract Ownership.

[X] C. Exhibit "C", Accounting Procedure.

[X] D. Exhibit "D", Insurance.

[ ] E. Exhibit "E", Gas Balancing Agreement.

[ ] F. Exhibit "F", Non-Discrimination and Certification of Non-Segregated Facilities.

If any provision of any exhibit, except Exhibit "E", is inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

[redacted] [redacted] [redacted]

ARTICLE III.
INTERESTS OF PARTIES

A. Oil and Gas Interests:

If any party owns an unleased oil and gas interest in the Contract Area, that interest shall be treated for the purpose of this agreement and during the term hereof as if it were a leased interest under the form of oil and gas lease attached as Exhibit "B". As to such interest, the owner shall receive royalty on production as prescribed in the form of oil and gas lease attached hereto as Exhibit "B". Such party shall, however, be subject to all of the provisions of this agreement relating to lessees, to the extent that it owns the lessee interest.

B. Interest of Parties in Costs and Production:

Exhibit "A" lists all of the parties and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this agreement shall be borne and paid, and all equipment and material acquired in operations on the Contract Area shall be owned by the parties as their interests are shown in Exhibit "A". All production of oil and gas from the Contract Area, subject to the payment of lessor's royalties which will be borne by the Joint Account, shall also be owned by the parties in the same manner during the term hereof; provided, however, this shall not be deemed an assignment or cross-assignment of interests covered hereby.

ARTICLE IV.
TITLES

~~A. Title Examination:~~

~~Title examination shall be made on the drillsite of any proposed well prior to commencement of~~ drilling operations or, if the Drilling Parties so request, title examination shall be made on the leases and/or oil and gas interests included, or planned to be included, in the drilling unit around such well. The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a well is proposed, each party contributing leases and/or oil and gas interests to the drillsite, or to be included in such drilling unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator shall cause title to be examined by attorneys on its staff or by outside attorneys. Copies of all title opinions shall be furnished to each party hereto. The cost incurred by Operator in this title program shall be borne as follows:

☐ Option No. 1: Costs incurred by Operator in procuring abstracts and title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be a part of the administrative overhead as provided in Exhibit "C," and shall not be a direct charge, whether performed by Operator's staff attorneys or by outside attorneys.

☐ Option No. 2: Costs incurred by Operator in procuring abstracts and fees paid outside attorneys for title examination (including preliminary, supplemental, shut-in gas royalty opinions and division order title opinions) shall be borne by the Drilling Parties in the proportion that the interest of each Drilling Party bears to the total interest of all Drilling Parties as such interests appear in Exhibit "A". Operator shall make no charge for services rendered by its staff attorneys or other personnel in the performance of the above functions.

Each party shall be responsible for securing curative matter and pooling amendments or agreements required in connection with leases or oil and gas interests contributed by such party. The Operator shall be responsible for the preparation and recording of Pooling Designations or Declarations as well as the conduct of hearings before Governmental Agencies for the securing of spacing or pooling orders. This shall not prevent any party from appearing on its own behalf at any such hearing.

No well shall be drilled on the Contract Area until after (1) the title to the drillsite or drilling unit has been examined as above provided, and (2) the title has been approved by the examining attorney or ~~title has been accepted by all of the parties who are to participate in the drilling of the well.~~

B. Loss of Title:

~~1. Failure of Title.~~ Should any oil and gas interest or lease, or interest therein, be lost through failure of title, which loss results in a reduction of interest from that shown on Exhibit "A", this agreement, nevertheless, shall continue in force as to all remaining oil and gas leases and interests, and

(a) The party whose oil and gas lease or interest is affected by the title failure shall bear alone the entire loss and ~~it~~ shall not be entitled to recover from Operator or the other parties any development

~~by operating costs which it may have theretofore paid, but there shall be no monetary liability on its~~ part to the other parties hereto for drilling, development, operating or other similar costs by reason of such title failure; and

(b) There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost; and

(c) If the proportionate interest of the other parties hereto in any producing well theretofore drilled on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such well; and

(d) Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded; and

(e) Any liability to account to a third party for prior production of oil and gas which arises by reason of title failure shall be borne by the party or parties in the same proportions in which they shared in such prior production; and

(f) No charge shall be made to the joint account for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that each shall defend title to its interest and bear all expenses in connection therewith.

2. Loss by Non-Payment or Erroneous Payment of Amount Due: If, through mistake or oversight, any rental, shut-in well payment, minimum royalty or royalty payment, is not paid or is erroneously paid, and as a result a lease or interest therein terminates, there shall be no monetary liability against the party who failed to make such payment. Unless the party who failed to make the required payment secures a new lease covering the same interest within ninety (90) days from the discovery of the failure to make proper payment, which acquisition will not be subject to Article VIII.B., the interests of the parties shall be revised on an acreage basis, effective as of the date of termination of the lease involved, and the party who failed to make proper payment will no longer be credited with an interest in the Contract Area on account of ownership of the lease or interest which has terminated. In the event the party who failed to make the required payment shall not have been fully reimbursed, at the time of the loss, from the proceeds of the sale of oil and gas attributable to the lost interest, calculated on an acreage basis, for the development and operating costs theretofore paid on account of such interest, it shall be reimbursed for unrecovered actual costs theretofore paid by it (but not for its share of the cost of any dry hole previously drilled or wells previously abandoned) from so much of the following as is necessary to effect reimbursement:

(a) Proceeds of oil and gas, less operating expenses, theretofore accrued to the credit of the lost interest, on an acreage basis, up to the amount of unrecovered costs;

(b) Proceeds, less operating expenses, thereafter accrued attributable to the lost interest on an acreage basis, of that portion of oil and gas thereafter produced and marketed (excluding production from any wells thereafter drilled) which, in the absence of such lease termination, would be attributable to the lost interest on an acreage basis, up to the amount of unrecovered costs, the proceeds of said portion of the oil and gas to be contributed by the other parties in proportion to their respective interests; and

(c) Any monies, up to the amount of unrecovered costs, that may be paid by any party who is, or becomes, the owner of the interest lost, for the privilege of participating in the Contract Area or ~~becoming a party to this agreement.~~

3. Other Losses: All losses incurred, ~~other than those set forth in Articles IV.B.1. and IV.B.2.~~ above, shall not be considered failure of title but shall be joint losses and shall be borne by all parties in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.

ARTICLE V.
OPERATOR

A. DESIGNATION AND RESPONSIBILITIES OF OPERATOR:

BELCO PETROLEUM CORPORATION shall be the Operator of the Contract Area, and shall conduct and direct and have full control of all operations on the Contract Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

B. Resignation or Removal of Operator and Selection of Successor:

1. Resignation or Removal of Operator: Operator may resign at any time by giving written notice thereof to Non-Operators. If Operator terminates its legal existence, no longer owns an interest in the Contract Area, or is no longer capable of serving as Operator, it shall cease to be Operator without any action by Non-Operator, except the selection of a successor. Operator may be removed if it fails or refuses to carry out its duties hereunder, or becomes insolvent, bankrupt or is placed in receivership, by the affirmative vote of 100% of the Non-Operators xxxx

B. Subsequent Operations:

1. Proposed Operations: Should any party hereto desire to drill any well on the Contract Area other than the well provided for in Article VI.A., or to rework, deepen or plug back a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities, the party desiring to drill, rework, deepen or plug back such a well shall give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. If a drilling rig is on location, notice of proposal to rework, plug back or drill deeper may be given by telephone and the response period shall be limited to forty-eight (48) hours, exclusive of Saturday, Sunday or legal holidays. Failure of a party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation. Any notice or response given by telephone shall be promptly confirmed in writing.

2. Operations by Less than All Parties: If any party receiving such notice as provided in Article VI.B.1. or VI.E.1. elects not to participate in the proposed operation, then, in order to be entitled to the benefits of this article, the party or parties giving the notice and such other parties as shall elect to participate in the operation shall, within sixty (60) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the forty-eight (48) hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence. Operator shall perform all work for the account of the Consenting Parties; provided, however, if no drilling rig or other equipment is on location, and if Operator is a Non-Consenting Party, the Consenting Parties shall either: (a) request Operator to perform the work required by such proposed operation for the account of the Consenting Parties, or (b) designate one (1) of the Consenting Parties as Operator to perform such work. Consenting Parties, when conducting operations on the Contract Area pursuant to this Article VI.B.2., shall comply with all terms and conditions of this agreement.

If less than all parties approve any proposed operation, the proposing party, immediately after the expiration of the applicable notice period, shall advise the Consenting Parties of (a) the total interest of the parties approving such operation, and (b) its recommendation as to whether the Consenting Parties should proceed with the operation as proposed. Each Consenting Party, within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of such notice, shall advise the proposing party of its desire to (a) limit participation to such party's interest as shown on Exhibit "A", or (b) carry its proportionate part of Non-Consenting Parties' interest. The proposing party, at its election, may withdraw such proposal if there is insufficient participation, and shall promptly notify all parties of such decision.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions they have elected to bear same under the terms of the preceding paragraph. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this Article results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this Article, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well and share of production therefrom until the proceeds of the sale of such share, calculated at the well, or market value thereof if such share is not sold (after deducting production taxes, royalty, overriding royalty and other interests existing on the effective date hereof, payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

(a) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this Article, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and

(b) 300% of that portion of the costs and expenses of drilling reworking, deepening, or plugging back, testing and completing, after deducting any cash contributions received under Article VIII.C., and

[redacted] of that portion of the cost of newly acquired equipment in the well (to and including the well-head connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

Gas production attributable to any Non - Consenting Party's relinquished interest upon such Party's election, shall be sold to its purchaser, if available, under the terms of its existing gas sales contract. Such Non - Consenting Party shall direct its purchaser to remit the proceeds receivable from such sale direct to the Consenting Parties until the amounts provided for in this Article are recovered from the Non - Consenting Party's relinquished interest. If such Non - Consenting Party has not contracted for sale of its gas at the time such gas is available for delivery, or has not made the election as provided above, the Consenting Parties shall own and be entitled to receive and sell such Non-Consenting Party's share of gas as hereinabove provided during the recoupment period.

During the period of time Consenting Parties are entitled to receive Non-Consenting Party's share of production, or the proceeds therefrom, Consenting Parties shall be responsible for the payment of all production, severance, gathering and other taxes, and all royalty, overriding royalty and other burdens applicable to Non-Consenting Party's share of production.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value, less cost of salvage.

Within sixty (60) days after the completion of any operation under this Article, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Party conducting the operations for the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. In determining the quantity of oil and gas produced during any month, Consenting Parties shall use industry accepted methods such as, but not limited to, metering or periodic well tests. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; and if there is a credit balance, it shall be paid to such Non-Consenting party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it, and, from and after such reversion, such Non-Consenting Party shall own the same interest in such well, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have been entitled to had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the Accounting Procedure, attached hereto.

Notwithstanding the provisions of this Article VI.B.2., it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Contract Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this Article shall have no application whatsoever to the drilling of the initial well described in Article VI.A. except (a) when Option 2, Article VII.D.1., has been selected, or (b) to the reworking, deepening and plugging back of such initial well, if such well is or thereafter shall prove to be a dry hole or non-commercial well, after having been drilled to the depth specified in Article VI.A.

C. Right to Take Production in Kind:

Each party shall have the right to take in kind or separately dispose of its proportionate share of all oil and gas produced from the Contract Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party. Any

party taking its share of production in kind shall be required to pay for only its proportionate share of such part of Operator's surface facilities which it uses.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Contract Area, and, except as provided in Article VII.B., shall be entitled to receive payment direct from the purchaser thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Contract Area, Operator shall have the right, subject to the revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others at any time and from time to time, for the account of the non-taking party at the best price obtainable in the area for such production. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Any purchase or sale by Operator of any other party's share of oil and gas shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the particular circumstances, but in no event for a period in excess of one (1) year. Notwithstanding the foregoing, Operator shall not make a sale, including one into interstate commerce, of any other party's share of gas production without first giving such other party thirty (30) days notice of such intended sale.

In the event one or more parties' separate disposition of its share of the gas causes split-stream deliveries to separate pipelines and/or deliveries which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with any Gas Balancing Agreement between the parties hereto, whether such Agreement is attached as Exhibit "E", or is a separate Agreement.

D. Access to Contract Area and Information:

Each party shall have access to the Contract Area at all reasonable times, at its sole risk to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator, upon request, shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Contract Area. The cost of gathering and furnishing information to Non-Operator, other than that specified above, shall be charged to the Non-Operator that requests the information.

E. Abandonment of Wells:

1. Abandonment of Dry Holes: Except for any well drilled pursuant to Article VI.B.2., any well which has been drilled under the terms of this agreement and is proposed to be completed as a dry hole shall not be plugged and abandoned without the consent of all parties. Should Operator, after diligent effort, be unable to contact any party, or should any party fail to reply within forty-eight (48) hours (exclusive of Saturday, Sunday or legal holidays) after receipt of notice of the proposal to plug and abandon such well, such party shall be deemed to have consented to the proposed abandonment. All such wells shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of the parties who participated in the cost of drilling of such well. Any party who objects to the plugging and abandoning such well shall have the right to take over the well and conduct further operations in search of oil and/or gas subject to the provisions of Article VI.B.

2. Abandonment of Wells that have Produced: Except for any well which has been drilled or reworked pursuant to Article VI.B.2. hereof for which the Consenting Parties have not been fully reimbursed as therein provided, any well which has been completed as a producer shall not be plugged and abandoned without the consent of all parties. If all parties consent to such abandonment, the well shall be plugged and abandoned in accordance with applicable regulations and at the cost, risk and expense of all the parties hereto. If, within thirty (30) days after receipt of notice of the proposed abandonment of such well, all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and related equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. If the interest of the abandoning party is or includes an oil and gas interest, such party shall execute and deliver to the non-abandoning party or parties an oil and gas lease, limited to the interval or intervals of the formation or formations then open to production, for a term of one year and so long thereafter as oil and/or gas is produced from the interval or inter-

v[redacted]e formation or formations covered [redacted]y, such lease to be on the form at[redacted]s Exhibit "B". The assignments or leases so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments or leases to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Contract Area.

Thereafter, abandoning parties shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open other than the royalties retained in any lease made under the terms of this Article. Upon request, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

ARTICLE VII.
EXPENDITURES AND LIABILITY OF PARTIES

A. Liability of Parties:

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Contract Area. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

B. Liens and Payment Defaults:

Each Non-Operator grants to Operator a lien upon its oil and gas rights in the Contract Area, and a security interest in its share of oil and/or gas when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon at the rate provided in the Accounting Procedure attached hereto as Exhibit "C". To the extent that Operator has a security interest under the Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator, plus interest has been paid. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator grants a like lien and security interest to the Non-Operators to secure payment of Operator's proportionate share of expense.

If any party fails or is unable to pay its share of expense within sixty (60) days after rendition of a statement therefor by Operator, the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. Each party so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in the foregoing paragraph.

C. Payments and Accounting:

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Contract Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the expense basis provided in the Accounting Procedure attached hereto as Exhibit "C". Operator shall keep an accurate record of the joint account hereunder, showing expenses incurred and charges and credits made and received.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the expense to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated expense, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated expense shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest as provided in Exhibit "C" until paid. Proper adjustment shall be made monthly between advances and actual expense to the end that each party shall bear and pay its proportionate share of actual expenses incurred, and no more.

D. Limitation of Expenditures:

1. Drill or Deepen: Without the consent of all parties, no well shall be drilled or deepened, except any well drilled or deepened pursuant to the provisions of Article VI.B.2. of this Agreement, it being understood that the consent to the drilling or deepening shall include:

☐ Option No. 1: All necessary expenditures for the drilling or deepening, testing, completing and equipping of the well, including necessary tankage and/or surface facilities.

☒ Option No. 2: All necessary expenditures for the drilling or deepening and testing of the well. When such well has reached its authorized depth, and all tests have been completed, Operator shall give immediate notice to the Non-Operators who have the right to participate in the completion costs. The parties receiving such notice shall have forty-eight (48) hours (exclusive of Saturday, Sunday and legal holidays) in which to elect to participate in the setting of casing and the completion attempt. Such election, when made, shall include consent to all necessary expenditures for the completing and equipping of such well, including necessary tankage and/or surface facilities. Failure of any party receiving such notice to reply within the period above fixed shall constitute an election by that party not to participate in the cost of the completion attempt. If one or more, but less than all of the parties, elect to set pipe and to attempt a completion, the provisions of Article VI.B.2. hereof (the phrase "reworking, deepening or plugging back" as contained in Article VI.B.2. shall be deemed to include "completing") shall apply to the operations thereafter conducted by less than all parties.

2. Rework or Plug Back: Without the consent of all parties, no well shall be reworked or plugged back except a well reworked or plugged back pursuant to the provisions of Article VI.B.2. of this agreement, it being understood that the consent to the reworking or plugging back of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well, including necessary tankage and/or surface facilities.

3. Other Operations: Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of TWENTY THOUSAND AND NO/100--- Dollars ($ 20,000.00) except in connection with a well, the drilling, reworking, deepening, completing, recompleting, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that, in case of explosion, fire, flood or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency to safeguard life and property but Operator, as promptly as possible, shall report the emergency to the other parties. If Operator prepares "Authority for Expenditures" for its own use, Operator, upon request, shall furnish copies of its "Authority for Expenditures" for any single project costing in excess of TWENTY THOUSAND AND NO/100------ Dollars ($ 20,000.00).

E. Royalties, Overriding Royalties and Other Payments:

Each party shall pay or deliver, or cause to be paid or delivered, all royalties to the extent of land owner's royalty due on its share of production and shall hold the other parties free from any liability therefor. If the interest of any party in any oil and gas lease covered by this agreement is subject to any royalty, overriding royalty, production payment, or other charge over and above the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account for or cause to be accounted for, such interest to the owners thereof.

No party shall ever be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis, the party contributing such lease shall bear the royalty burden insofar as such higher price is concerned.

F. Rentals, Shut-in Well Payments and Minimum Royalties:

Rentals, shut-in well payments and minimum royalties which may be required under the terms of any lease shall be paid by the party or parties who subjected such lease to this agreement at its or their expense. In the event two or more parties own and have contributed interests in the same lease to this agreement, such parties may designate one of such parties to make said payments for and on behalf of all such parties. Any party may request, and shall be entitled to receive, proper evidence of all such payments. In the event of failure to make proper payment of any rental, shut-in well payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss which results from such non-payment shall be borne in accordance with the provisions of Article IV.B.2.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gas well, or the shutting in or return to production of a producing gas well, at least five (5) days (excluding Saturday, Sunday and holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto by Non-Operator for failure to make timely payments

of any shut-in well payment shall be borne jointly by the parties hereto under the provisions of Article IV.B.3.

G. Taxes:

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each Non-Operator shall furnish Operator information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and oil and gas interests contributed by such Non-Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Operator shall bill other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Operator shall pay the tax for the joint account, together with any interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

Each party shall pay or cause to be paid all production, severance, gathering and other taxes imposed upon or with respect to the production or handling of such party's share of oil and/or gas produced under the terms of this agreement.

H. Insurance:

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit "D", attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for Operator's fully owned automotive equipment.

ARTICLE VIII.
ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST

A. Surrender of Leases:

The leases covered by this agreement, insofar as they embrace acreage in the Contract Area, shall not be surrendered in whole or in part unless all parties consent thereto.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. If the interest of the assigning party includes an oil and gas interest, the assigning party shall execute and deliver to the party or parties not desiring to surrender an oil and gas lease covering such oil and gas interest for a term of one year and so long thereafter as oil and/or gas is produced from the land covered thereby, such lease to be on the form attached hereto as Exhibit "B". Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production other than the royalties retained in any lease made under the terms of this Article. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage. The value of all material shall be determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall

be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignor's or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Contract Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

B. Renewal or Extension of Leases:

If any party secures a renewal of any oil and gas lease subject to this Agreement, all other parties shall be notified promptly, and shall have the right for a period of thirty (30) days following receipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Contract Area, by paying to the party who acquired it their several proper proportionate shares of the acquisition cost allocated to that part of such lease within the Contract Area, which shall be in proportion to the interests held at that time by the parties in the Contract Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Contract Area to the aggregate of the percentages of participation in the Contract Area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this agreement.

The provisions in this Article shall apply also and in like manner to extensions of oil and gas leases.

C. Acreage or Cash Contributions:

While this agreement is in force, if any party contracts for a contribution of cash toward the drilling of a well or any other operation on the Contract Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Drilling Parties in the proportions said Drilling Parties shared the cost of drilling the well. If all parties hereto are Drilling Parties and accept such tender, such acreage shall become a part of the Contract Area and be governed by the provisions of this agreement. If less than all parties hereto are Drilling Parties and accept such tender, such acreage shall not become a part of the Contract Area. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

D. Subsequently Created Interest:

Notwithstanding the provisions of Article VIII.E. and VIII.G., if any party hereto shall, subsequent to execution of this agreement, create an overriding royalty, production payment, or net proceeds interest, which such interests are hereinafter referred to as "subsequently created interest", such subsequently created interest shall be specifically made subject to all of the terms and provisions of this agreement, as follows:

1. If non-consent operations are conducted pursuant to any provision of this agreement, and the party conducting such operations becomes entitled to receive the production attributable to the interest out of which the subsequently created interest is derived, such party shall receive same free and clear of such subsequently created interest. The party creating same shall bear and pay all such subsequently created interests and shall indemnify and hold the other parties hereto free and harmless from any and all liability resulting therefrom.

2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a well under provisions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created interest.

E. Maintenance of Uniform Interest:

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this agreement, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Contract Area and in wells, equipment and production unless such disposition covers either:

1. the entire interest of the party in all leases and equipment and production; or

2. an equal undivided interest in all leases and equipment and production in the Contract Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any party is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Contract Area and they shall have the right to receive, separately, payment of the sale proceeds hereof.

F. Waiver of Right to Partition:

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

G. Preferential Right to Purchase:

Should any party desire to sell all or any part of its interests under this agreement, or its rights and interests in the Contract Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all or substantially all of its assets to a subsidiary or parent company or to a subsidiary of a parent company, or to any company in which any one party owns a majority of the stock.

ARTICLE IX.
INTERNAL REVENUE CODE ELECTION

This agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this agreement and operations hereunder shall not constitute a partnership, if, for Federal income tax purposes, this agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. No

such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", Chapter 1, Subtitle "A", of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the computation of partnership taxable income.

ARTICLE X.
CLAIMS AND LAWSUITS

Operator may settle any single damage claim or suit arising from operations hereunder if the expenditure does not exceed FIVE THOUSAND AND NO/100---------- Dollars ($ 5,000.00) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, the parties hereto shall assume and take over the further handling of the claim or suit, unless such authority is delegated to Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be at the joint expense of the parties. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such individual has no control because of the rights given Operator by this agreement, the party shall immediately notify Operator, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

ARTICLE XI.
FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure", as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

ARTICLE XII.
NOTICES

All notices authorized or required between the parties, and required by any of the provisions of this agreement, unless otherwise specifically provided, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by teletype, and addressed to the party to whom the notice is given at the addresses listed on Exhibit "A". The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

ARTICLE XIII.
TERM OF AGREEMENT

This agreement shall remain in full force and effect as to the oil and gas leases and/or oil and gas interests subjected hereto for the period of time selected below; provided, however, no party hereto shall ever be construed as having any right, title or interest in or to any lease, or oil and gas interest contributed by any other party beyond the term of this agreement.

[X] Option No. 1: So long as any of the oil and gas leases subject to this agreement remain or are continued in force as to any part of the Contract Area, whether by production, extension, renewal or otherwise, and/or so long as oil and/or gas production continues from any lease or oil and gas interest.

☐ Option No. 2: In the event the well described in Article VI.A., or any subsequent well drilled under any provision of this agreement, results in production of oil and/or gas in paying quantities, this agreement shall continue in force so long as any such well or wells produce, or are capable of production, and for an additional period of _____ days from cessation of all production; provided, however, if, prior to the expiration of such additional period, one or more of the parties hereto are engaged in drilling or reworking a well or wells hereunder, this agreement shall continue in force until such operations have been completed and if production results therefrom, this agreement shall continue in force as provided herein. In the event the well described in Article VI.A., or any subsequent well drilled hereunder, results in a dry hole, and no other well is producing, or capable of producing oil and/or gas from the Contract Area, this agreement shall terminate unless drilling or reworking operations are commenced within _____ days from the date of abandonment of said well.

It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

ARTICLE XIV.
COMPLIANCE WITH LAWS AND REGULATIONS

A. Laws, Regulations and Orders:

This agreement shall be subject to the conservation laws of the state in which the committed acreage is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

B. Governing Law:

The essential validity of this agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the state in which the Contract Area is located. If the Contract Area is in two or more states, the law of the state where most of the land in the Contract Area is located shall govern.

ARTICLE XV.
OTHER PROVISIONS

See Page 15

NON-DISCRIMINATION

In connection with the performance of work under this agreement, the Operator agrees to comply with all the provisions of Section 301 (1) to (7) inclusive, of Executive Order 10925, as amended, (28 F.R. 6485), which are hereby incorporated by reference in this agreement.

NON-CONSENT PRIOR TO UNITIZATION

All non-consent obligations prior to formation of the unit will be held binding to the respective parties after unitization. All liabilities by the "non-consent" owner will be paid out of the "non-consent" owner's share of the unit.

ADJUSTMENTS OF INVESTMENTS

Personal Property Taken Over. Upon the effective date hereof, Working Interest Owners shall deliver to Unit Operator the following:

Wells and Casing. All wells completed in the Unitized Formation, together with the casing therein.

Well and Lease Equipment. The tubing in each such well, the well-head connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations.

Records. A copy of all production and well records that pertain to such wells.

Inventory and Evaluation of Personal Property. Working Interest Owners shall at Unit Expense inventory and evaluate in accordance with the provisions of Exhibit "C" the personal property taken over.

Investment Adjustment. Upon approval by Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value of its interest in all personal property taken over under Well and Lease Equipment, and shall be charged with an amount equal to that obtained by multiplying the total value of all personal property taken over under Well and Lease Equipment by such Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

cont'd....

General Facilities. The acquisition of warehouses, warehouse stock, lease houses, camps, facility systems, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest,

equal t[redacted] Unit Participation, [redacted] personal property a[redacted] to
ities t[redacted] over or otherwise acquired by Unit Operator pur[redacted] to
this agreement.

NON-UNITIZED FORMATIONS

Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas, or other minerals, from other than the Unitized Formation, shall have the right to do so notwithstanding this agreement or the Unit Agreement. In exercising the right, however, the Working Interest Owner shall exercise reasonable precaution to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances will not adversely be affected.

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ARTICLE XVI.
MISCELLANEOUS

This agreement 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 agreement shall be effective as of _____day of_____, 19____.

OPERATOR

BELCO PETROLEUM CORPORATION

_____ BY: _____

NON-OPERATORS

CHANDLER & ASSOCIATES, INC.

_____ BY: _____

_____ _____

[redacted] SCHEDULE OF TR[redacted]PARTICIPATION [redacted]

FOR THE
ISENHOUR UNIT, SUBLETTE COUNTY, WYOMING

Tract No.	TOTAL TRACT PARTICIPATION
1	59.4000
2	24.0000
3	6.6000
4	10.0000
	100.0000%

SUMMARY BY WORKING INTEREST OWNER

OWNER	TOTAL PARTICIPATION
BELCO PETROLEUM CORPORATION	45.0000
CHANDLER & ASSOCIATES, INC.	55.0000
	100.0000%

Exhibit "B"

Table 5

TRACT OWNERSHIP

TRACT NO.	DESCRIPTION	ACRES	SERIAL NO. EXP. DATE	BASIC ROYALTY & PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY AND PERCENTAGE	WORKING INTEREST AND PERCENTAGE
1	T29N, R112W Sec. 17 N/2NE/4 SW/4NE/4 NE/4SE/4	160.00	USA W-36567 Held for life of W-03663	USA - 12.5%	Belco Petroleum Corporation Chandler & Associates, Inc.	Mary Louise Tuttle .50% Max L. Campbell .625% Leona J. Campbell .625% Max Krueger .625% Aliene Krueger .625%	SW/4SE/4 Shallow Operating Rights to 4062': Belco Petroleum Corp. 50% Chandler & Assoc. 50% Below 4062': Belco Petroleum Corp 100% N/2NE/4, NE/4NE/4 Shallow Operating Rights to 4335': Belco Petroleum Corp. 50% Chandler & Assoc. 50% Below 4335': Belco Petroleum Corp 100%
2	T29N, R112W Sec. 17 SE/4NE/4 NE/4SE/4	80.00	USA W-03663 HBP	USA - 12.5%	Belco Petroleum Corporation Chandler & Associates, Inc.	Mary Louise Tuttle .50% Max L. Campbell .625% Leona J. Campbell .625% Max Krueger .625% Aliene Krueger .625%	NE/4SE/4 Operating Rights to 4062': Belco Petroleum Corp. 50% Chandler & Assoc. 50% Below 4062': Belco Petroleum Corp 100% SE/4NE/4 Operating Rights to 4335': Belco Petroleum Corp. 50% Chandler & Assoc. 50% Below 4335': Belco Petroleum Corp 100%
3	T29N, R112W Sec. 17 SE/4SE/4	40.00	USA W03663A HBP	USA - 12.5%	Belco Petroleum Corporation Chandler & Associates, Inc.	Mary Louise Tuttle .50% Max L. Campbell .625% Leona J. Campbell .625% Max Krueger .625% Aliene Krueger .625% Charles Getzler 1.000%	Operating Rights to 4335': Belco Petroleum Corp. 50% Chandler & Assoc. 50% Below 4335': Belco Petroleum Corp 100%
4	T29N, R112W Sec. 16 SE/4SW/4 W/2SW/4 SE/4SW/4	160.00	State of Wyo. 0-20914 - HBP	State of Wyo. - 12.5%	Pan American Petroleum Co.	Amoco Prod. 6.25% Bruce Anderson .75% Richard Peterson .75% Erving Wolf .75% Raymond Chorney .75%	Chandler & Assoc. 100%

Recapitulation

Land	Acres in Unit	Percentages of Unit Area
Federal Lands	280	63.64
State Lands	160	36.36

EXHIBIT "C"

Attached to and made a part of that certain Operating Agreement dated _____ by and between Belco Petroleum Corporation and Chandler & Associates, Inc.

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits, summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of twelve percent (12%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

5. Audits

A. Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. **Rentals and Royalties**

   Lease rentals and royalties paid by Operator for the Joint Operations.

2. **Labor**

   A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.

   (2) Salaries of First Level Supervisors in the field.

   (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the Overhead rates.

   B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II. Such costs under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

   C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II.

   D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II.

3. **Employee Benefits**

   Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II shall be Operator's actual cost not to exceed twenty per cent (20%).

4. **Material**

   Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

5. **Transportation**

   Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

   A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by the Parties.

   B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.

   C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking cost of $200 or less excluding accessorial charges.

6. **Services**

   The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 9 of Section II and Paragraph 1. ii of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the Overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

7. **Equipment and Facilities Furnished by Operator**

   A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed eight per cent (8%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.

   B. In lieu of charges in Paragraph 7A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

8. **Damages and Losses to Joint Property**

   All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

9. **Legal Expense**

   Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgments and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

10. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

11. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Workmen's Compensation and/or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

12. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:

(X) Fixed Rate Basis, Paragraph 1A, or

( ) Percentage Basis, Paragraph 1B.

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 2A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the Overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property shall ( ) shall not (X) be covered by the Overhead rates.

A. Overhead - Fixed Rate Basis

(1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate $ 1500 EFF JAN 6/85

Producing Well Rate $ 250

(2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

[1] Charges for onshore drilling wells shall begin on the date the well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days.

[2] Charges for offshore drilling wells shall begin on the date when drilling or completion equipment arrives on location and terminate on the date the drilling or completion equipment moves off location or rig is released, whichever occurs first, except that no charge shall be made during suspension of drilling operations for fifteen (15) or more consecutive days

[3] Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig, commence through date of rig release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive days.

(b) Producing Well Rates

[1] An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.

[2] Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.

[3] An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.

[4] A one-well charge may be made for the month in which plugging and abandonment operations are completed on any well.

[5] All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.

(3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Fields Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. Overhead - Percentage Basis

(1) Operator shall charge the Joint Account at the following rates:

(a) Development

_____ Percent (%) of the cost of Development of the Joint Property exclusive of costs provided under Paragraph 9 of Section II and all salvage credits.

(b) Operating

_____ Percent (%) of the cost of Operating the Joint Property exclusive of costs provided under Paragraphs 1 and 9 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead - Percentage Basis shall be as follows:
For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening or any remedial operations on any or all wells involving the use of drilling crew and equipment; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as Operating.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for Overhead based on the following rates for any Major Construction project in excess of $ 25,000 :

A. 5 % of total costs if such costs are more than $ 25,000 but less than $ 100,000 ; plus

B. 3 % of total costs in excess of $ 100,000 but less than $1,000,000; plus

C. 2 % of total costs in excess of $1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells shall be excluded.

3. Amendment of Rates

The Overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reason, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following bases exclusive of cash discounts:

A. New Material (Condition A)

(1) Tubular goods, except line pipe, shall be priced at the current new price in effect on date of movement on a maximum carload or barge load weight basis, regardless of quantity transferred, equalized to the lowest published price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available.

(2) Line Pipe

(a) Movement of less than 30,000 pounds shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property where such Material is normally available.

(b) Movement of 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph 2A (1) of this Section IV.

(3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store or f.o.b. railway receiving point nearest the Joint Property where such Material is normally available.

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

(a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV.

(2) Material moved from the Joint Property

(a) At seventy-five percent (75%) of current new price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as new Material, or

([redacted]xty-five percent (65%) of current [redacted] price, as determined by Paragraph 2A of this Section IV, if Material was originally charged to the Joint Account as good used Material at seventy-five percent (75%) of current new price.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material (Condition C and D)

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph 2A of this Section IV. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

All other Material, including junk, shall be priced at a value commensurate with its use or at prevailing prices. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose. Operator may dispose of Condition D Material under procedures normally utilized by the Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

(1) Loading and unloading costs may be charged to the Joint Account at the rate of fifteen cents (15¢) per hundred weight on all tubular goods movements, in lieu of loading and unloading costs sustained, when actual hauling cost of such tubular goods are equalized under provisions of Paragraph 5 of Section II.

(2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, Inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Reconciliation of a physical inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators within six months following the taking of the inventory. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special Inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

4. Expense of Conducting Periodic Inventories

The expense of conducting periodic Inventories shall not be charged to the Joint Account unless agreed to by the Parties.

EXHIBIT "D"

INSURANCE

Operator will carry, or cause to be carried, at the joint expense, that is, on a pro rata basis, of the parties in interest in the Unit Area, the following insurance covering all operations in the Unit Area:

(a) Workmen's Compensation Insurance, including Employer's Liability, in accordance with the laws of the State where operations are being conducted.

(b) Comprehensive General Public Liability with bodily injury limits of not less than $100,000.00 for any one person and $300,000.00 for any one accident; and property damage limits of not less than $100,000.00 for any one accident and $300,000.00 aggregate;

(c) Automobile Public Liability with bodily injury limits of not less than $100,000.00 for any one person and $300,000.00 for any one accident; and property damage limits of not less than $100,000.00 for each accident; said insurance to cover "owned", "not owned" and "hired" automobiles.

in connection with which it is understood that Operator shall have no obligation to carry any insurance, other than that afore-recited, on operations in the Unit Area unless requested in writing to do so by all of the parties in interest in the leases covering such area. It is further understood that in the event Operator cannot for any reason procure the afore-recited insurance covering operations in the Unit Area, then it will have no liability and/or responsibility for failure to carry such insurance provided it promptly notifies the parties in interest in such area of its inability to so procure such insurance coverage.

If Operator carries blanket insurance coverage on item (b) above, it shall charge the joint account a flat rate of $500 per annum for such coverage. Such flat rate charge shall be reviewed annually and adjustments made to reflect then current insurance rates for such coverage.

OIL AND GAS LIEN STATEMENT AND FINANCING STATEMENT

Notice is hereby given that a lien is claimed by the undersigned against the interest of Chandler & Associates, Inc. as follows:

1. This lien is claimed against the interest of Chandler & Associates, Inc.

a. In and to all oil and gas leases and properties set forth on Exhibit A attached hereto and incorporated herein by reference;

b. In and to the Ruben Unit Area and all rights therein or appurtenant thereto;

c. In and to all oil and gas wells located on the oil and gas leases described on Exhibit A hereto, together with all equipment and personal property appurtenant thereto or used or obtained in connection therewith;

d. In and to all oil and gas production from wells located within the oil and gas leases described on Exhibit A or within the Ruben Unit Area and all accounts and general intangibles associated therewith or arising therefrom.

2. This lien is claimed by Enron Oil & Gas Company, 1400 Smith Street, Houston, Texas 77251.

3. This lien arises under the Unit Agreement and Unit Operating Agreement for the Ruben Unit Area dated October 1, 1970. Chandler & Associates, Inc. therein granted a lien to Belco Petroleum Corporation, predecessor to Enron Oil & Gas Company to secure its share of unit expenses and reimbursement of such unit expenses including production taxes paid by Enron Oil & Gas Company as Unit Operator. A copy of the described Unit Operating Agreement is attached hereto as Exhibit B and incorporated herein by this reference.

4. Chandler & Associates, Inc. has failed and refused to reimburse and pay its proportionate share of ad valorem and severance taxes assessed against its share of oil and gas production from the Ruben Unit Area including ad valorem taxes for 1985 (payable in 1986), and severance taxes payable in 1986 in the total amount of $91,008.61. This lien relates back in time to execution of the Unit and Unit Operating Agreements by Chandler & Associates, Inc., the date wherein the lien claimed was created.

5. In addition to constituting constructive notice of the lien herein claimed, this notice is further intended as a financing statement concerning the interests set forth above to give notice of the security interest created in the recited property by Chandler & Associates, Inc. and under the Ruben Unit Agreement and Unit Operating Agreement.

Dated this 5th day of January, 1992.

ENRON OIL & GAS COMPANY

By: _____
Douglas Weaver, Vice-President

236170

RECORDED February 14 AT 92 9:15A
IN BOOK EE PAGE 288
FEES $ 82.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany G. Walker

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VERIFICATION

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

I, Douglas Weaver, being duly sworn, do hereby testify and state that I have read the foregoing Oil and Gas Lien Statement and Financing Statement, and the representations made therein are true and accurate.

Douglas Weaver

The foregoing instrument was signed, sworn to and acknowledged before me this 8th day of January, 1992, by Douglas Weaver as Vice-President of Enron Oil & Gas Company.

(SEAL)

Notary

My Commission Expires:

August 18, 1995

EXHIBIT "A" TO OIL AND GAS LIEN STATEMENT AND FINANCING STATEMENT

RUBEN UNIT AREA
SUBLETTE COUNTY, WYOMING

Tract No.	Description	No. of Acres	Serial No. Exp.Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest ** & Percentage
1	T. 30 N., R. 112 W. Sec. 19: E½SW¼	80.00	Ev.024445 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	A.G.McClintock .375% J.H.Morgan,Sr. 1.5875% C.I.Justheim 1.1875% B.K.Preston .375% David Kane .75% Morgan (J.H.) Gas & Oil Company .6% Justheim Petroleum Company 1.00% Dawn M.Delvie .125%	Belco Petroleum Corpo 100%
2	T. 30 N., R. 112 W. Sec.30:S½NW¼NE¼, NW¼NW¼NE¼	30.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Dorine Swigert .750% J.H.Morgan,Sr. 1.875% C.I.Justheim 1.875% B.K.Preston .375% David Kane .750% A.G.McClintock .375%	Belco Petroleum Cor 50% Chandler & Associates 50%
3	T. 30 N., R. 112 W. Sec.30:NE¼NW¼NE¼	10.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Same as Tract No. 2	Belco Petroleum Corpo 100%
4	T. 30 N., R. 112 W. Sec. 30: NE¼NW¼	40.00	Ev.024526-G Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	J.H.Morgan,Sr. 1.875% C.I.Justheim 1.875% A.G.McClintock .375% B.K.Preston .375% David Kane .75% Dorine Swigert .75% Arthur M.Walter .5%	Belco Petroleum Corpo 50% Chandler & Associates 50%

Tract No.	Description	No. of Acres	Serial No. Exp. Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest ** & Percentage
5	T. 30 N., R. 113 W. Sec. 13: SW¼	160.00	Ev.024538-A Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Justheim Petroleum Company 1.0% C.I.Justheim 2.375% J.H.Morgan,Sr. 2.375% Shirley M.Hull .25%	Belco Petroleum Cor 50% Chandler & Associates 50%
6	T. 30 N., R. 113 W. Sec.13:S½NW¼,NE¼NW¼	120.00	Wyo.02274 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-67.5% Damson Petroleum Corporation-32.5%	Wyoming Petroleum Corporation 3.75% Albert E.Shaw Est .25% J.H.Morgan,Sr. .5% C.I.Justheim .5% Justheim Petroleum Company 1.0%	Belco Petroleum Corpo 67.5% Damson Petroleum Corp 32.5%
7	T. 30 N., R. 113 W. Sec. 24: E½,E½NW¼,NE¼SW¼	440.00	Wyo.02274 Held by Prod	U.S.A.-12½%	Belco Petroleum Corporation-100%	Sec.24:E½,E½NW¼ Wyoming Petroleum Corporation 3.75% Albert E.Shaw Est .25% J.H.Morgan,Sr. .5% C.I.Justheim .5% Justheim Petroleum Company 1.0% Sec.24:NE¼SW¼ Albert E.Shaw Est .25% J.H.Morgan,Sr. 2.375% C.I.Justheim 2.375% Justheim Petroleum Company 1.0%	Belco Petroleum Cor 50% Chandler & Associate 50%
8	T. 30 N., R. 113 W. Sec.13:NW¼NW¼	40.00	Wyo.02274-A Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-67.5% Damson Petroleum Corporation-32.5%	Wyoming Petroleum Corporation 3.75% Albert E.Shaw Est .25% J.H.Morgan,Sr. .5% C.I.Justheim .5% Justheim Petroleum Company 1.0% *Charles Getzler 1.0%	Belco Petroleum Corpo 67.5% Damson Petroleum Cor 32.5%

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Description	No. of Acres	Serial No. Exp.Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest ** & Percentage
[redacted]. 30 N., R. 113 W. ec.14:E½NE¼	80.00	Wyo.05504 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-67.5% Damson Petroleum Corporation-32.5%	C.I.Justheim .3% Morgan(J.H.)Gas & Oil Company .5% Wyoming Petroleum Corporation 3.75% Justheim Petroleum Company 1.2% J.H.Morgan,Sr. .25%	Belco Petroleum Corpor 67.5% Damson Petroleum Corpo 32.5%
T. 30 N., R. 113 W. Sec.14:NE¼SE¼	40.00	Wyo.05504 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Justheim Petroleum Company 1.0% J.H.Morgan,Sr. 1.795% C.I.Justheim 2.375% J.H.Morgan,Jr. .83%	Belco Petroleum Corpor 50% Chandler & Associates, 50%
T. 30 N., R. 113 W. [redacted]c. 13:SW¼NE¼	40.00	Wyo.0127851 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-67.5% Damson Petroleum Corporation-32.5%	Phillip Andrews 3.5%	Belco Petroleum Corpor 67.5% Damson Petroleum Corpo 32.5%
T. 30 N., R. 113 W. Sec. 13: SE¼	160.00	Wyo.0127851 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Phillip Andrews 3.5%	Belco Petroleum Corpor 50% Chandler & Associates, 50%
T. 30 N., R. 112 W. Sec.19:Lots 1,2,3,4	58.48	Wyo.16769 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	J.H.Morgan,Sr. 1.7375% C.I.Justheim .734375% Morgan Gas & Oil Company 1.2% Justheim Petroleum Company 2.203125% Dawn M. Delvie .125%	Belco Petroleum Corpor 100%

[redacted]

R E C A P I T U L A T I O N

Land	Acres in Unit	Percentage of Unit Area
Federal Lands	1,298.48	100%

* ORR borne by Belco interest only (1% out of 67.5%)

** Working Interest Ownership as listed is applicable to unitized formations only.

[redacted] FROM LOG LAND ADMIN H[redacted] P01

Post-it™ brand fax transmittal memo 7671 | # of pages ▸ 15

To Ken Lantz	From Harry Camp
Co. LOG-	Co.
Dept.	Phone #
Fax #	Fax #

revised

Submitted 2/5/71

A.A.P.L. FORM 610

MODEL FORM OPERATING AGREEMENT—1956

RUBEN UNIT
OPERATING AGREEMENT

DATED

October 1st, 1970,

FOR UNIT AREA IN TOWNSHIP T30N, RANGE 112 & 113W,

Sublette COUNTY, STATE OF Wyoming.

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM. A.A.P.L. NO. 610
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
ROSS-MARTIN COMPANY, BOX 800, TULSA 74101

This agreement may be signed in counterpart, and shall be binding upon the parties hereto, their heirs, successors, representatives and assigns.

CERTIFICATION

BELCO PETROLEUM CORPORATION

ATTEST:

Assistant Secretary

Jack Saltz, Vice President

WORKING INTEREST OWNERS

CHANDLER AND ASSOCIATES, INC.

ATTEST:

Hubert L. White, Secretary-Treasurer

Richard Vaghte, Vice-President

DAMSON PETROLEUM CORPORATION

ATTEST:

Submitted 2/5/71

A.A.P.L. FORM 610

MODEL FORM OPERATING AGREEMENT—1956

RUBEN UNIT
OPERATING AGREEMENT

DATED

October 1st, 1970,

FOR UNIT AREA IN TOWNSHIP T30N, RANGE 112 & 113W,

Sublette COUNTY, STATE OF Wyoming.

EXHIBIT "B" TO OIL AND GAS LIEN STATEMENT AND FINANCING STATEMENT

AMERICAN ASSOCIATION OF PETROLEUM LANDMEN
APPROVED FORM. A.A.P.L. NO. 610
MAY BE ORDERED DIRECTLY FROM THE PUBLISHER
ROSS-MARTIN COMPANY, BOX 800, TULSA 74101

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[redacted] [redacted] [redacted]

OPERATING AGREEMENT

THIS AGREEMENT, entered into this 1st day of October, 1970, between Belco Petroleum Corporation

hereafter designated as "Operator", and the signatory parties other than Operator.

WITNESSETH, THAT:

WHEREAS, the parties to this agreement are owners of oil and gas leases covering and, if so indicated, unleased mineral interests in the tracts of land described in Exhibit "A", and all parties have reached an agreement to explore and develop these leases and interests for oil and gas to the extent and as hereinafter provided;

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them.

(1) The words "party" and "parties" shall always mean a party, or parties, to this agreement.

(2) The parties to this agreement shall always be referred to as "it" or "they", whether the parties be corporate bodies, partnerships, associations, or persons real.

(3) The term "oil and gas" shall include oil, gas, casinghead gas, gas condensate, and all other liquid or gaseous hydrocarbons, unless an intent to limit the inclusiveness of this term is specifically stated.

(4) The term "oil and gas interests" shall mean unleased fee and mineral interests in tracts of land lying within the Unit Area which are owned by parties to this agreement.

(5) The term "Unit Area" shall refer to and include all of the lands, oil and gas leasehold interests and oil and gas interests intended to be developed and operated for oil and gas purposes under this agreement. Such lands, oil and gas leasehold interests and oil and gas interests are described in Exhibit "A".

(6) The term "drilling unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a drilling unit is not fixed by any such rule or order, a drilling unit shall be the drilling unit as established by the pattern of drilling in the Unit Area or as fixed by express agreement of the parties.

(7) All exhibits attached to this agreement are made a part of the contract as fully as though copied in full in the contract.

(8) The words "equipment" and "materials" as used here are synonymous and shall mean and include all oil field supplies and personal property acquired for use in the Unit Area.

2. TITLE EXAMINATION; LOSS OF LEASES AND OIL AND GAS INTERESTS

A. Title Examination:

Each party other than Operator shall promptly submit to Operator abstracts certified from beginning to recent date, together with all title papers in its possession covering leases and oil and gas interests which it is subjecting to this contract. All of these abstracts and title records shall be examined for the benefit of all parties by Operator's attorneys.

Operator shall promptly submit abstracts certified from beginning to recent date, together with all title papers in its possession covering leases and oil and gas interests which it is subjecting to this agreement, to _____ for examination by the latter's attorney for the benefit of all parties.

All title examinations shall be made without charge. Each examining attorney shall prepare a complete title report on each separate tract based upon the abstract record and title papers submitted to him. Each title report shall contain a list of fee owners and their interests, shall state the attorney's opinion concerning validity of their interests, and shall contain an enumeration and description of title defects, if any, a report upon mortgages, taxes, pending suits, and judgments, and unreleased oil and gas leases, and a list of requirements, if any, upon which the examiner's approval of title to the lease or oil and gas interest is contingent. The title report shall also contain a specific description of the oil and gas lease being subjected to this contract, with a statement of its form, term (which will be satisfactory if it has a primary term expiring not sooner than _____) amount of royalty, status of delay rental payments and unusual drilling

"Joint Loss"

~~obligations and of current royalty oil payments, and other special burdens. Copies of each title opinion~~ of each supplemental opinion, and of all final opinions, shall be sent promptly to each party. The opinion of the examining attorney concerning the validity of the title to each oil and gas interest and each lease, and the amount of interest covered thereby shall be binding and conclusive on the parties, but the acceptability of leases as to primary term, royalty provisions, drilling obligations, and special burdens, shall be a matter for approval and acceptance by an authorized representative of each party.

All title examinations shall be made, and title reports submitted, within a period of_____days after the submission of abstracts and title papers. Each party shall, in good faith, try to satisfy the requirements of the examining attorneys concerning its leases and interests, and each shall have a period of_____ days from receipt of title report for this purpose. If the title to any lease, or oil and gas interest, is finally rejected by the examining attorney, all parties shall then be asked to state in writing whether they will waive the title defects and accept the leases or interests, or whether they will stand on the attorney's opinion. If one or more parties refuse to waive title defects, this agreement shall, in that case, be terminated and abandoned, and all abstracts and title papers shall be returned to their senders. If all titles are approved by the examining attorneys, or are accepted by all parties, and if all leases are accepted as to primary terms, royalty provisions, drilling obligations and special burdens, all subsequent provisions of this agreement shall become operative immediately, and the parties shall proceed to their performance as they are hereinafter stated.

B. Failure of Title:

After all titles are approved or accepted, any defects of title that may develop shall be the joint responsibility of all parties and, if a title loss occurs, it shall be the loss of all parties, with each bearing its proportionate part of the loss and of any liabilities incurred in the loss. If such a loss occurs, there shall be no change in, or adjustment of, the interests of the parties in the remaining portion of the Unit Area.

~~C. Loss of Lease For Other Than Title Failure:~~

If any lease or interest subject to this agreement be lost through failure to develop or because express or implied covenants have not been performed, or if any lease be permitted to expire at the end of its primary term and not be renewed or extended, the loss shall not be considered a failure of title and all such losses shall be joint losses and shall be borne by all parties in proportion to their interests and there shall be no readjustment of interests in the remaining portion of the Unit Area.

~~3. UNLEASED OIL AND GAS INTERESTS~~

If any party owns an unleased oil and gas interest in the Unit Area, that interest shall be treated for the purpose of this agreement as if it were a leased interest under the form of oil and gas lease attached as Exhibit "B" and for the primary term therein stated. As to such interests, the owner shall receive royalty on production as prescribed in the form of oil and gas lease attached hereto as Exhibit "B". Such party shall, however, be subject to all of the provisions of this agreement relating to lessees, to the extent that it owns the lessee interest.

4. INTERESTS OF PARTIES

Exhibit "A" lists all of the parties, and their respective percentage or fractional interests under this agreement. Unless changed by other provisions, all costs and liabilities incurred in operations under this contract shall be borne and paid, and all equipment and material acquired in operations on the Unit Area shall be owned, by the parties as their interests are given in Exhibit "A". All production of oil and gas from the Unit Area, subject to the payment of lessor's royalties, shall also be owned by the parties in the same manner.

"Joint Loss"

If the interest of any party in any oil and gas lease covered by this agreement is subject to an overriding royalty, production payment, or other charge over and above the usual one-eighth (⅛) royalty, such party shall assume and alone bear all such excess obligations and shall account for them to the owners thereof out of its share of the working interest production of the Unit Area.

5. OPERATOR OF UNIT

Belco Petroleum Corporation shall be the Operator of the Unit Area, and shall conduct and direct and have full control of all operations on the Unit Area as permitted and required by, and within the limits of, this agreement. It shall conduct all such operations in a good and workmanlike manner, but it shall have no liability as Operator to the other parties for losses sustained, or liabilities incurred, except such as may result from gross negligence or from breach of the provisions of this agreement.

6. EMPLOYEES

The number of employees and their selection, and the hours of labor and the compensation for services performed, shall be determined by Operator. All employees shall be the employees of Operator.

7. TEST WELL

On or before the_____ day of_____, 19____, Operator shall commence the drilling of a well for oil and gas in the following location:

and shall thereafter continue the drilling of the well with due diligence to

unless granite or other practically impenetrable substance is encountered at a lesser depth or unless all parties agree to complete the well at a lesser depth.

Operator shall make reasonable tests of all formations encountered during drilling which give indication of containing oil and gas in quantities sufficient to test, unless this agreement shall be limited in its application to a specific formation or formations, in which event Operator shall be required to test only the formation or formations to which this agreement may apply.

If in Operator's judgment the well will not produce oil or gas in paying quantities, and it wishes to plug and abandon the test as a dry hole, it shall first secure the consent of all parties to the plugging, and the well shall then be plugged and abandoned as promptly as possible.

8. COSTS AND EXPENSES

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge all costs and expenses incurred in the development and operation of the Unit Area pursuant to this agreement and shall charge each of the parties hereto with their respective proportionate shares upon the cost and expense basis provided in the Accounting Procedure attached hereto and marked Exhibit "C". If any provision of Exhibit "C" should be inconsistent with any provision contained in the body of this agreement, the provisions in the body of this agreement shall prevail.

Operator, at its election, shall have the right from time to time to demand and receive from the other parties payment in advance of their respective shares of the estimated amount of the costs to be incurred in operations hereunder during the next succeeding month, which right may be exercised only by submission to each such party of an itemized statement of such estimated costs, together with an invoice for its share thereof. Each such statement and invoice for the payment in advance of estimated costs shall be submitted on or before the 20th day of the next preceding month. Each party shall pay to Operator its proportionate share of such estimate within fifteen (15) days after such estimate and invoice is received. If any party fails to pay its share of said estimate within said time, the amount due shall bear interest at the rate of twelve percent (12%) per annum until paid. Proper adjustment shall be made monthly between advances and actual cost, to the end that each party shall bear and pay its proportionate share of actual costs incurred, and no more.

9. OPERATOR'S LIEN

Operator is given a first and preferred lien on the interest of each party covered by this contract, and in each party's interest in oil and gas produced and the proceeds thereof, and upon each party's interest in material and equipment, to secure the payment of all sums due from each such party to Operator.

In the event any party fails to pay any amount owing by it to Operator as its share of such costs and expense or such advance estimate within the time limited for payment thereof, Operator, without prejudice to other existing remedies, is authorized, at its election, to collect from the purchaser or purchasers of oil or gas, the proceeds accruing to the working interest or interests in the Unit Area of the delinquent party up to the amount owing by such party, and each purchaser of oil or gas is authorized to rely upon Operator's statement as to the amount owing by such party.

In the event of the neglect or failure of any non-operating party to promptly pay its proportionate part of the cost and expense of development and operation when due, the other non-operating parties and Operator, within thirty (30) days after the rendition of statements therefor by Operator, shall proportionately contribute to the payment of such delinquent indebtedness and the non-operating parties so contributing shall be entitled to the same lien rights as are granted to Operator in this section. Upon the payment by such delinquent or defaulting party to Operator of any amount or amounts on such delinquent indebtedness, or upon any recovery on behalf of the non-operating parties under the lien conferred above, the amount or amounts so paid or recovered shall be distributed and paid by Operator to the other non-operating parties and Operator proportionately in accordance with the contributions theretofore made by them.

10. TERM OF AGREEMENT

This agreement shall remain in full force and effect for as long as any of the oil and gas leases subjected to this agreement remain or are continued in force as to any part of the Unit Area, whether by production, extension, renewal or otherwise; ~~provided, however, that in the event the first well drilled hereunder results in a dry hole and no other well is producing oil or gas in paying quantities from the Unit Area, then at the end~~ of ninety (90) days after abandonment of the first test well, this agreement shall terminate unless one or more of the parties are then engaged in drilling a well or wells pursuant to Section 12 hereof, or all parties have agreed to drill an additional well or wells under this agreement, in which event this agreement shall continue in force until such well or wells shall have been drilled and completed. If production results therefrom this agreement shall continue in force thereafter as if said first test well had been productive in paying quantities, ~~but if production in paying quantities does not result therefrom this agreement shall terminate at the end of ninety (90) days after abandonment of such well or wells.~~ It is agreed, however, that the termination of this agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

11. LIMITATION ON EXPENDITURES

Without the consent of all parties: (a) No well shall be drilled on the Unit Area except any well expressly provided for in this agreement and except any well drilled pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the drilling of a well shall include consent to all necessary expenditures in the drilling, testing, completing, and equipping of the well, including necessary tankage; (b) No well shall be reworked, plugged back or deepened except a well reworked, plugged back or deepened pursuant to the provisions of Section 12 of this agreement, it being understood that the consent to the reworking, plugging back or deepening of a well shall include consent to all necessary expenditures in conducting such operations and completing and equipping of said well to produce, including necessary tankage; (c) Operator shall not undertake any single project reasonably estimated to require an expenditure in excess of FIVE THOUSAND DOLLARS AND NO CENTS Dollars ($ 5000.00) except in connection with a well the drilling, reworking, deepening, or plugging back of which has been previously authorized by or pursuant to this agreement; provided, however, that in case of explosion, fire, flood, or other sudden emergency, whether of the same or different nature, Operator may take such steps and incur such expenses as in its opinion are required to deal with the emergency and to safeguard life and property, but Operator shall, as promptly as possible, report the emergency to the other parties. Operator shall, upon request, furnish copies of its "Authority for Expenditures" for any single project costing in excess of $ 5,000.00

12. OPERATIONS BY LESS THAN ALL PARTIES

If all the parties cannot mutually agree upon the drilling of any well on the Unit Area [redacted] or upon the reworking, deepening or plugging back of a dry hole drilled at the joint expense of all parties or a well jointly owned by all the parties and not then producing in paying quantities on the Unit Area, any party or parties wishing to drill, rework, deepen or plug back such a well may give the other parties written notice of the proposed operation, specifying the work to be performed, the location, proposed depth, objective formation and the estimated cost of the operation. The parties receiving such a notice shall have thirty (30) days (except as to reworking, plugging back or drilling deeper, where a drilling rig is on location, the period shall be limited to forty-eight (48) hours exclusive of Saturday or Sunday) after receipt of the notice within which to notify the parties wishing to do the work whether they elect to participate in the cost of the proposed operation. Failure of a party receiving such a notice to so reply to it within the period above fixed shall constitute an election by that party not to participate in the cost of the proposed operation.

If any party receiving such a notice elects not to participate in the proposed operation (such party or parties being hereafter referred to as "Non-Consenting Party"), then in order to be entitled to the benefits of this section, the party or parties giving the notice and such other parties as shall elect to participate in the operation (all such parties being hereafter referred to as the "Consenting Parties") shall, within thirty (30) days after the expiration of the notice period of thirty (30) days (or as promptly as possible after the expiration of the 48-hour period where the drilling rig is on location, as the case may be) actually commence work on the proposed operation and complete it with due diligence.

The entire cost and risk of conducting such operations shall be borne by the Consenting Parties in the proportions that their respective interests as shown in Exhibit "A" bear to the total interests of all Consenting Parties. Consenting Parties shall keep the leasehold estates involved in such operations free and clear of all liens and encumbrances of every kind created by or arising from the operations of the Consenting Parties. If such an operation results in a dry hole, the Consenting Parties shall plug and abandon the well at their sole cost, risk and expense. If any well drilled, reworked, deepened or plugged back under the provisions of this section results in a producer of oil and/or gas in paying quantities, the Consenting Parties shall complete and equip the well to produce at their sole cost and risk, and the well shall then be turned over to Operator and shall be operated by it at the expense and for the account of the Consenting Parties. Upon commencement of operations for the drilling, reworking, deepening or plugging back of any such well by Consenting Parties in accordance with the provisions of this section, each Non-Consenting Party shall be deemed to have relinquished to Consenting Parties, and the Consenting Parties shall own and be entitled to receive, in proportion to their respective interests, all of such Non-Consenting Party's interest in the well, its leasehold operating rights, and share of production therefrom until the proceeds or market value thereof (after deducting production taxes, royalty, overriding royalty and other interests payable out of or measured by the production from such well accruing with respect to such interest until it reverts) shall equal the total of the following:

(A) 100% of each such Non-Consenting Party's share of the cost of any newly acquired surface equipment beyond the wellhead connections (including, but not limited to, stock tanks, separators, treaters, pumping equipment and piping), plus 100% of each such Non-Consenting Party's share of the cost of operation of the well commencing with first production and continuing until each such Non-Consenting Party's relinquished interest shall revert to it under other provisions of this section, it being agreed that each Non-Consenting Party's share of such costs and equipment will be that interest which would have been chargeable to each Non-Consenting Party had it participated in the well from the beginning of the operation; and

(B) 300% of that portion of the costs and expenses of drilling, reworking, deepening or plugging back, testing and completing, after deducting any cash contributions received under Section 25, and 300% of that portion of the cost of newly acquired equipment in the well (to and including the wellhead connections), which would have been chargeable to such Non-Consenting Party if it had participated therein.

In the case of any reworking, plugging back or deeper drilling operation, the Consenting Parties shall be permitted to use, free of cost, all casing, tubing and other equipment in the well, but the ownership of all such equipment shall remain unchanged; and upon abandonment of a well after such reworking, plugging back or deeper drilling, the Consenting Parties shall account for all such equipment to the owners thereof, with each party receiving its proportionate part in kind or in value.

Within sixty (60) days after the completion of any operation under this section, the party conducting the operations for the Consenting Parties shall furnish each Non-Consenting Party with an inventory of the equipment in and connected to the well, and an itemized statement of the cost of drilling, deepening, plugging back, testing, completing, and equipping the well for production; or, at its option, the operating party, in lieu of an itemized statement of such costs of operation, may submit a detailed statement of monthly billings. Each month thereafter, during the time the Consenting Parties are being reimbursed as provided above, the Consenting Parties shall furnish the Non-Consenting Parties with an itemized statement of all costs and liabilities incurred in the operation of the well, together with a statement of the quantity of oil and gas produced from it and the amount of proceeds realized from the sale of the well's working interest production during the preceding month. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any such operation which would have been owned by a Non-Consenting Party had it participated therein shall be credited against the total unreturned costs of the work done and of the equipment purchased, in determining when the interest of such Non-Consenting Party shall revert to it as above provided; if there is a credit balance it shall be paid to such Non-Consenting Party.

If and when the Consenting Parties recover from a Non-Consenting Party's relinquished interest the amounts provided for above, the relinquished interests of such Non-Consenting Party shall automatically revert to it and from and after such reversion such Non-Consenting Party shall own the same interest in such well, the operating rights and working interest therein, the material and equipment in or pertaining thereto, and the production therefrom as such Non-Consenting Party would have owned had it participated in the drilling, reworking, deepening or plugging back of said well. Thereafter, such Non-Consenting Party shall be charged with and shall pay its proportionate part of the further costs of the operation of said well in accordance with the terms of this agreement and the accounting procedure schedule, Exhibit "C", attached hereto.

Notwithstanding the provisions of this Section 12, it is agreed that without the mutual consent of all parties, no wells shall be completed in or produced from a source of supply from which a well located elsewhere on the Unit Area is producing, unless such well conforms to the then-existing well spacing pattern for such source of supply.

The provisions of this section shall have no application whatsoever to the drilling of the initial test well on the Unit Area, but shall apply to the reworking, deepening, or plugging back of the initial test well [illegible] if it is, or thereafter shall prove to be, a dry hole or non-commercial well, and to all other wells drilled, reworked, deepened, or plugged back, or proposed to be drilled, reworked, deepened, or plugged back, upon the Unit Area subsequent to the drilling of the initial test well.

13. RIGHT TO TAKE PRODUCTION IN KIND

Each party shall take in kind or separately dispose of its proportionate share of all oil and gas produced from the Unit Area, exclusive of production which may be used in development and producing operations and in preparing and treating oil for marketing purposes and production unavoidably lost. Each party shall pay or deliver, or cause to be paid or delivered, all royalties, overriding royalties, or other payments due on its share of such production, and shall hold the other parties free from any liability therefor. Any extra expenditure incurred in the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party.

Each party shall execute all division orders and contracts of sale pertaining to its interest in production from the Unit Area, and shall be entitled to receive payment direct from the purchaser or purchasers thereof for its share of all production.

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the oil and gas produced from the Unit Area, Operator shall have the right, subject to revocation at will by the party owning it, but not the obligation, to purchase such oil and gas or sell it to others for the time being, at not less than the market price prevailing in the area, which shall in no event be less than the price which Operator receives for its portion of the oil and gas produced from the Unit Area.. Any such purchase or sale by Operator shall be subject always to the right of the owner of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all oil and gas not previously delivered to a purchaser. Notwithstanding the foregoing, Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days notice of such intended sale.

14. ACCESS TO UNIT AREA

Each party shall have access to the Unit Area at all reasonable times, at its sole risk, to inspect or observe operations, and shall have access at reasonable times to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Operator shall, upon request, furnish each of the other parties with copies of all drilling reports, well logs, tank tables, daily gauge and run tickets and reports of stock on hand at the first of each month, and shall make available samples of any cores or cuttings taken from any well drilled on the Unit Area.

15. DRILLING CONTRACTS

All wells drilled on the Unit Area shall be drilled on a competitive contract basis at the usual rates prevailing in the area. Operator, if it so desires, may employ its own tools and equipment in the drilling of wells, but its charges therefor shall not exceed the prevailing rates in the field, and the rate of such charges shall be agreed upon by the parties in writing before drilling operations are commenced, and such work shall be performed by Operator under the same terms and conditions as shall be customary and usual in the field in contracts of independent contractors who are doing work of a similar nature.

16. ABANDONMENT OF WELLS

No well, other than any well which has been drilled or reworked pursuant to Section 12 hereof for which the Consenting Parties have not been fully reimbursed as therein provided, which has been completed as a producer shall be plugged and abandoned without the consent of all parties; provided, however, if all parties do not agree to the abandonment of any well, those wishing to continue its operation shall tender to each of the other parties its proportionate share of the value of the well's salvable material and equipment, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. Each abandoning party shall then assign to the non-abandoning parties, without warranty, express or implied, as to title or as to quantity, quality, or fitness for use of the equipment and material, all of its interest in the well and its equipment, together with its interest in the leasehold estate as to, but only as to, the interval or intervals of the formation or formations then open to production. The assignments so limited shall encompass the "drilling unit" upon which the well is located. The payments by, and the assignments to, the assignees shall be in a ratio based upon the relationship of their respective percentages of participation in the Unit Area to the aggregate of the percentages of participation in the Unit Area of all assignees. There shall be no readjustment of interest in the remaining portion of the Unit Area.

After the assignment, the assignors shall have no further responsibility, liability, or interest in the operation of or production from the well in the interval or intervals then open. Upon request of the assignees, Operator shall continue to operate the assigned well for the account of the non-abandoning parties at the rates and charges contemplated by this agreement, plus any additional cost and charges which may arise as the result of the separate ownership of the assigned well.

17. DELAY RENTALS AND SHUT-IN WELL PAYMENTS

Each party shall pay all delay rentals and shut-in well payments which may be required under the terms of its lease or leases and submit evidence of each payment to the other parties at least ten (10) days prior to the payment date. The paying party shall be reimbursed by Operator for 100% of any such delay rental payment and 100% of any such shut-in well payment. The amount of such reimbursement shall be charged by Operator to the joint account of the parties and treated in all respects the same as costs incurred in the development and operation of the Unit Area. Each party responsible for such payments shall diligently attempt to make proper payment, but shall not be held liable to the other parties in damages for the loss of any lease or interest therein if, through mistake or oversight, any rental or shut-in well payment is not paid or is erroneously paid. The loss of any lease or interest therein which results from a failure to pay or an erroneous payment of rental or shut-in well payment shall be a joint loss and there shall be no readjustment of interests in the remaining portion of the Unit Area. If any party secures a new lease covering the terminated interest, such acquisiton shall be subject to the provisions of Section 23 of this agreement.

Operator shall promptly notify each other party hereto of the date on which any gas well located on the Unit Area is shut in and the reason therefor.

18. PREFERENTIAL RIGHT TO PURCHASE

~~Should any party desire to sell all or any part of its interests under this contract, or its rights and in-~~ terests in the Unit Area, it shall promptly give written notice to the other parties, with full information concerning its proposed sale, which shall include the name and address of the prospective purchaser (who must be ready, willing and able to purchase), the purchase price, and all other terms of the offer. The other parties shall then have an optional prior right, for a period of ten (10) days after receipt of the notice, to purchase on the same terms and conditions the interest which the other party proposes to sell; and, if this optional right is exercised, the purchasing parties shall share the purchased interest in the proportions that the interest of each bears to the total interest of all purchasing parties. However, there shall be no preferential right to purchase in those cases where any party wishes to mortgage its interests, or to dispose of its interests by merger, reorganization, consolidation, or sale of all of its assets, or a sale or transfer of its interests to a subsidiary or ~~parent company or subsidiary of a parent company or to any company in which any one party owns a ma-~~ ~~jority of the stock.~~ Prior existing assignments for the preferential right to purchase shall be continued in full and effect.

19. SELECTION OF NEW OPERATOR

Should a sale be made by Operator of its rights and interests, the other parties shall have the right within sixty (60) days after the date of such sale, by majority vote in interest, to select a new Operator. If a new Operator is not so selected, the transferee of the present Operator shall assume the duties of and act as Operator. In either case, the retiring Operator shall continue to serve as Operator, and discharge its duties in that capacity under this agreement, until its successor Operator is selected and begins to function, but the present Operator shall not be obligated to continue the performance of its duties for more than 120 days after the sale of its rights and interests has been completed.

"Joint Loss"

20. MAINTENANCE OF UNIT OWNERSHIP

For the purpose of maintaining uniformity of ownership in the oil and gas leasehold interests covered by this contract, and notwithstanding any other provisions to the contrary, no party shall sell, encumber, transfer or make other disposition of its interest in the leases embraced within the Unit Area and in wells, equipment and production unless such disposition covers either:

(1) the entire interest of the party in all leases and equipment and production; or

(2) an equal undivided interest in all leases and equipment and production in the Unit Area.

Every such sale, encumbrance, transfer or other disposition made by any party shall be made expressly subject to this agreement, and shall be made without prejudice to the rights of the other parties.

If at any time the interest of any party is divided among and owned by four or more co-owners, Operator may, at its discretion, require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this contract; however, all such co-owners shall enter into and execute all contracts or agreements for the disposition of their respective shares of the oil and gas produced from the Unit Area and they shall have the right to receive, separately, payment of the sale proceeds thereof.

21. RESIGNATION OF OPERATOR

Operator may resign from its duties and obligations as Operator at any time upon written notice of not less than ninety (90) days given to all other parties. In this case, all parties to this contract shall select by majority vote in interest, not in numbers, a new Operator who shall assume the responsibilities and duties, and have the rights, prescribed for Operator by this agreement. The retiring Operator shall deliver to its successor all records and information necessary to the discharge by the new Operator of its duties and obligations.

22. LIABILITY OF PARTIES

The liability of the parties shall be several, not joint or collective. Each party shall be responsible only for its obligations, and shall be liable only for its proportionate share of the costs of developing and operating the Unit Area. Accordingly, the lien granted by each party to Operator in Section 9 is given to secure only the debts of each severally. It is not the intention of the parties to create, nor shall this agreement be construed as creating, a mining or other partnership or association, or to render them liable as partners.

23. RENEWAL OR EXTENSION OF LEASES

If any party secures a renewal of any oil and gas lease subject to this contract, each and all of the other parties shall be notified promptly, and shall have the right to participate in the ownership of the renewal lease by paying to the party who acquired it their several proper proportionate shares of the acquisition cost, which shall be in proportion to the interests held at that time by the parties in the Unit Area.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the unit area to the aggregate of the percentages of participation in the unit area of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all the parties elect to participate shall not be subject to this agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party.

The provisions of this section shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within six (6) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than six (6) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this section.

The provisions in this section shall apply also and in like manner to extensions of oil and gas leases.

24. SURRENDER OF LEASES

The leases covered by this agreement, in so far as they embrace acreage in the Unit Area, shall not be surrendered in whole or in part unless all parties consent.

However, should any party desire to surrender its interest in any lease or in any portion thereof, and other parties not agree or consent, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof, and any well, material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any well thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production. The parties assignee shall pay to the party assignor the reasonable salvage value of the latter's interest in any wells and equipment on the assigned acreage, determined in accordance with the provisions of Exhibit "C", less the estimated cost of salvaging and the estimated cost of plugging and abandoning. If the assignment is in favor of more than one party, the assigned interest shall be shared by the parties assignee in the proportions that the interest of each bears to the interest of all parties assignee.

Any assignment or surrender made under this provision shall not reduce or change the assignors' or surrendering parties' interest, as it was immediately before the assignment, in the balance of the Unit Area; and the acreage assigned or surrendered, and subsequent operations thereon, shall not thereafter be subject to the terms and provisions of this agreement.

25. ACREAGE OR CASH CONTRIBUTIONS

If any party receives while this agreement is in force a contribution of cash toward the drilling of a well or any other operation on the Unit Area, such contribution shall be paid to the party who conducted the drilling or other operation and shall be applied by it against the cost of such drilling or other operation. If the contribution be in the form of acreage, the party to whom the contribution is made shall promptly execute an assignment of the acreage, without warranty of title, to all parties to this agreement in proportion to their interests in the Unit Area at that time, and such acreage shall become a part of the Unit Area and be governed by all the provisions of this contract. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any well or any other operation on the Unit Area.

26. PROVISION CONCERNING TAXATION

Each of the parties hereto elects, under the authority of Section 761(a) of the Internal Revenue Code of 1954, to be excluded from the application of all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code of 1954. If the income tax laws of the state or states in which the property covered hereby is located contain, or may hereafter contain, provisions similar to those contained in the Subchapter of the Interhal Revenue Code of 1954 above referred to under which a similar election is permitted, each of the parties agrees that such election shall be exercised. Each party authorizes and directs the Operator to execute such an election or elections on its behalf and to file the election with the proper governmental office or agency. If requested by the Operator so to do, each party agrees to execute and join in such an election.

Operator shall render for ad valorem taxation all property subject to this agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Operator shall bill all other parties for their proportionate share of all tax payments in the manner provided in Exhibit "C".

If any tax assessment is considered unreasonable by Operator, it may at its discretion protest such valuation within the time and manner prescribed by law, and prosecute the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. When any such protested valuation shall have been finally determined, Operator shall pay the assessment for the joint account, together with interest and penalty accrued, and the total cost shall then be assessed against the parties, and be paid by them, as provided in Exhibit "C".

27. INSURANCE

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as may be outlined in Exhibit "D" attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Unit Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

In the event Automobile Public Liability Insurance is specified in said Exhibit "D", or subsequently receives the approval of the parties, no direct charge shall be made by Operator for premiums paid for such insurance for operator's fully owned automotive equipment.

28. CLAIMS AND LAWSUITS

If any party to this contract is sued on an alleged cause of action arising out of operations on the Unit Area, or on an alleged cause of action involving title to any lease or oil and gas interest subjected to this contract, it shall give prompt written notice of the suit to the Operator and all other parties.

The defense of lawsuits shall be under the general direction of a committee of lawyers representing the parties, with Operator's attorney as Chairman. Suits may be settled during litigation only with the joint consent of all parties. No charge shall be made for services performed by the staff attorneys for any of the parties, but otherwise all expenses incurred in the defense of suits, together with the amount paid to discharge any final judgment, shall be considered costs of operation and shall be charged to and paid by all parties in proportion to their then interests in the Unit Area. Attorneys, other than staff attorneys for the parties, shall be employed in lawsuits involving Unit Area operations only with the consent of all parties; if outside counsel is employed, their fees and expenses shall be considered Unit Area expense and shall be paid by Operator and charged to all of the parties in proportion to their then interests in the Unit Area. The provisions of this paragraph shall not be applied in any instance where the loss which may result from the suit is treated as an individual loss rather than a joint loss under prior provisions of this agreement, and all such suits shall be handled by and be the sole responsibility of the party or parties concerned.

Damage claims caused by and arising out of operations on the Unit Area, conducted for the joint account of all parties, shall be handled by Operator and its attorneys, the settlement of claims of this kind shall be within the discretion of Operator so long as the amount paid in settlement of any one claim does not exceed one thousand ($1000.00) dollars and, if settled, the sums paid in settlement shall be charged as expense to and be paid by all parties in proportion to their then interests in the Unit Area.

29. FORCE MAJEURE

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all possible diligence to remove the force majeure as quickly as possible.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure" as here employed shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

30. NOTICES

All notices authorized or required between the parties, and required by any of the provisions of this agreement, shall, unless otherwise specifically provided, be given in writing by United States mail or Western Union Telegram, postage or charges prepaid, and addressed to the party to whom the notice is given at the

addresses listed on Exhibit "A". The originating notice to be given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. The second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid. Each party shall have the right to change its address at any time, and from time to time, by giving written notice thereof to all other parties.

31. OTHER CONDITIONS, IF ANY, ARE:

NON-DISCRIMINATION

In connection with the performance of work under this agreement, the Operator agrees to comply with all the provisions of Section 301 (1) to (7) inclusive, of Executive Order 10925, as amended, (28 F.R. 6485), which are hereby incorporated by reference in this agreement.

NON-CONSENT PRIOR TO UNITIZATION

All non-consent obligations prior to formation of the unit will be held binding to the respective parties after unitization. All liabilities by the "non-consent" owner will be paid out of the "non-consent" owner's share of the unit.

ADJUSTMENTS OF INVESTMENTS

Personal Property Taken Over. Upon the effective date hereof, Working Interest Owners shall deliver to Unit Operator the following:

Wells and Casing. All wells completed in the Unitized Formation, together with the casing therein.

Well and Lease Equipment. The tubing in each such well, the well-head connections thereon, and all other lease and operating equipment that is used in the operation of such wells which Working Interest Owners determine is necessary or desirable for conducting Unit Operations.

Records. A copy of all production and well records that pertain to such wells.

Inventory and Evaluation of Personal Property. Working Interest Owners shall at Unit Expense inventory and evaluate in accordance with the provisions of Exhibit "C" the personal property taken over.

Investment Adjustment. Upon approval by Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value of its interest in all personal property taken over under Well and Lease Equipment, and shall be charged with an amount equal to that obtained by multiplying the total value of all personal property taken over under Well and Lease Equipment by such Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

cont'd....

General Facilities. The acquisition of warehouses, warehouse stock, lease houses, camps, facility systems, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest,

equal to its Unit Participation, in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this agreement.

NON-UNITIZED FORMATIONS

Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas, or other minerals, from other than the Unitized Formation, shall have the right to do so notwithstanding this agreement or the Unit Agreement. In exercising the right, however, the Working Interest Owner shall exercise reasonable precaution to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances will not adversely be affected.

This agreement may be signed in counterpart, and shall be binding upon the parties hereto and their heirs, successors, representatives and assigns.

OPERATOR

BELCO PETROLEUM CORPORATION

ATTEST:

Jack Saltz

NON-OPERATOR

CHANDLER AND ASSOCIATES, INC.

ATTEST:

DAMSON PETROLEUM CORPORATION

ATTEST:

This agreement may be signed in counterpart, and shall be binding upon the parties and upon their heirs, successors, legal representatives and assigns.

OPERATOR

ATTEST:

Assistant Secretary

BELCO PETROLEUM CORPORATION

Jack Saltz, Vice President

WORKING INTEREST OWNERS

ATTEST:

Hubert L. White, Secretary-Treasurer

CHANDLER AND ASSOCIATES, INC.

Richard Veghte, Vice-President

DAMSON PETROLEUM CORPORATION

ATTEST:

EXHIBIT "A"

TO THE UNIT OPERATING AGREEMENT

SCHEDULE OF TRACT PARTICIPATION

FOR THE
RUBEN UNIT, SUBLETTE COUNTY, WYOMING

TRACT NO.	TOTAL TRACT PARTICIPATION
1	1.5783
2	0.2926
3	0
4	0.9244
5	17.7847
6	8.3291
7	55.7814
8	0.6873
9	0.3045
10	0.0389
11	0.0521
12	6.3415
13	7.8852
	100.0000%

SUMMARY BY WORKING INTEREST OWNER

OWNER	TOTAL PARTICIPATION
	59.4182
BELCO PETROLEUM CORPORATION	~~56.3720~~
CHANDLER & ASSOCIATES, INC.	40.5818
~~DAMSON PETROLEUM CORPORATION~~	~~3.0462~~
	100.0000

RUBEN UNIT AREA
SUBLETTE COUNTY, WYOMING

Description	No. of Acres	Serial No. Exp.Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest ** & Percentage
T. 30 N., R. 112 W. Sec. 19: E½SW¼	80.00	Ev.024445 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	A.G.McClintock .375% J.H.Morgan,Sr. 1.5875% C.I.Justheim 1.1875% B.K.Preston .375% David Kane .75% Morgan (J.H.) Gas & Oil Company .6% Justheim Petroleum Company 1.00% Dawn M.Delvie .125%	Belco Petroleum Corporati 100%
T. 30 N., R. 112 W. Sec.30:S½NW¼NE¼, NW¼NW¼NE¼	30.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Dorine Swigert .750% J.H.Morgan,Sr. 1.875% C.I.Justheim 1.875% B.K.Preston .375% David Kane .750% A.G.McClintock .375%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%
T. 30 N., R. 112 W. Sec.30:NE¼NW¼NE¼	10.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Same as Tract No. 2	Belco Petroleum Corporati 100%
T. 30 N., R. 112 W. Sec. 30: NE¼NW¼	40.00	Ev.024526-G Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	J.H.Morgan,Sr. 1.875% C.I.Justheim 1.875% A.G.McClintock .375% B.K.Preston .375% David Kane .75% Dorine Swigert .75% Arthur M.Walter .5%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%

EXHIBIT "A"
RUBEN UNIT AREA
SUBLETTE COUNTY, WYOMING

Tract No.	Description	No. of Acres	Serial No. Exp.Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest ** & Percentage
1	T. 30 N., R. 112 W. Sec. 19: E½SW¼	80.00	Ev.024445 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	A.G.McClintock .375% J.H.Morgan,Sr. 1.5875% C.I.Justheim 1.1875% B.K.Preston .375% David Kane .75% Morgan (J.H.) Gas & Oil Company .6% Justheim Petroleum Company 1.00% Dawn M.Delvie .125%	Belco Petroleum Corporat 100%
2	T. 30 N., R. 112 W. Sec.30: S½NW¼NE¼, NW¼NW¼NE¼	30.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Dorine Swigert .750% J.H.Morgan,Sr. 1.875% C.I.Justheim 1.875% B.K.Preston .375% David Kane .750% A.G.McClintock .375%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%
3	T. 30 N., R. 112 W. Sec.30: NE¼NW¼NE¼	10.00	Ev.024526 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Same as Tract No. 2	Belco Petroleum Corporati 100%
4	T. 30 N., R. 112 W. Sec. 30: NE¼NW¼	40.00	Ev.024526-G Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	J.H.Morgan,Sr. 1.875% C.I.Justheim 1.875% A.G.McClintock .375% B.K.Preston .375% David Kane .75% Dorine Swigert .75% Arthur M.Walter .5%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%

Description	No.of Acres	Serial No. Exp.Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest ** & Percentage
T. 30 N., R. 113 W. Sec. 13: SW¼	160.00	Ev.024538-A Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	A Mueller 0.50 Justheim Petroleum Company 1.0% C.I.Justheim 2.375% J.H.Morgan,Sr. 2.375% Shirley M.Hull .25%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%
T. 30 N., R. 113 W. Sec.13:S½NW¼,NE¼NW¼	120.00	Wyo.02274 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-~~67.5%~~ Damson Petroleum Corporation-32.5%	Wyoming Petroleum Corporation 3.75% Albert E.Shaw Est .25% J.H.Morgan,Sr. .5% C.I.Justheim .5% Justheim Petroleum Company 1.0%	Belco Petroleum Corporati 67.5% 100 Damson Petroleum Corporat 32.5%
T. 30 N., R. 113 W. Sec. 24: E½,E½NW¼,NE¼SW¼	440.00	Wyo.02274 Held by Prod	U.S.A.-12½%	Belco Petroleum Corporation-100%	Sec.24:E½,E½NW¼ NESW Wyoming Petroleum Corporation 3.75% Albert E.Shaw Est .25% J.H.Morgan,Sr. .5% C.I.Justheim .5% Justheim Petroleum Company 1.0% Sec.24:NE¼SW¼ Albert E.Shaw Est .25% J.H.Morgan,Sr. 2.375% C.I.Justheim 2.375% Justheim Petroleum Company 1.0%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%
T. 30 N., R. 113 W. Sec.13:NW¼NW¼	40.00	Wyo.02274-A Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-~~67.5%~~ Damson Petroleum Corporation-32.5%	Wyoming Petroleum Corporation 3.75% Albert E.Shaw Est .25% J.H.Morgan,Sr. .5% C.I.Justheim .5% Justheim Petroleum Company 1.0% *Charles Getzler 1.0%	Belco Petroleum Corporati 67.5% 100 Damson Petroleum Corporat 32.5%

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Description	No. of Acres	Serial No. Exp.Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage		Working Interest ** & Percentage
T. 30 N., R. 113 W. Sec.14:E½NE¼	80.00	Wyo.05504 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-67.5% Damson Petroleum Corporation-32.5%	C.I.Justheim Morgan(J.H.)Gas & Oil Company Wyoming Petroleum Corporation Justheim Petroleum Company J.H.Morgan,Sr.	.3% .5% 3.75% 1.2% .25%	Belco Petroleum Corporati 67.5% Damson Petroleum Corporat 32.5%
T. 30 N., R. 113 W. Sec.14:NE¼SE¼	40.00	Wyo.05504 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Justheim Petroleum Company J.H.Morgan,Sr. C.I.Justheim J.H.Morgan,Jr.	1.2% 1.795% 2.175% .83%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%
T. 30 N., R. 113 W. Sec. 13:SW¼NE¼	40.00	Wyo.0127851 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-67.5% Damson Petroleum Corporation-32.5%	Phillip Andrews	3.5%	Belco Petroleum Corporati 67.5% Damson Petroleum Corporat 32.5%
T. 30 N., R. 113 W. Sec. 13: SE¼	160.00	Wyo.0127851 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	Phillip Andrews	3.5%	Belco Petroleum Corporati 50% Chandler & Associates,Inc 50%
T. 30 N., R. 112 W. Sec.19:Lots 1,2,3,4	58.48	Wyo.16769 Held by Prod.	U.S.A.-12½%	Belco Petroleum Corporation-100%	J.H.Morgan,Sr. C.I.Justheim Morgan Gas & Oil Company Justheim Petroleum Company Dawn M. Delvie	1.7375% .734375% 1.2% 2.203125% .125%	Belco Petroleum Corporati 100%

R E C A P I T U L A T I O N

Land	Acres in Unit	Percentage of Unit Area
Federal Lands	1,298.48	100%

* ORR borne by Belco interest only (1% out of 67.5%)

** Working Interest Ownership as listed is applicable to unitized formations only.

3/E

EXHIBIT "C"

Attached to and made a part of
Unit Operating Agreement under Unit Agreement,
Ruben Unit, Sublette County, Wyoming

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall be defined as set forth under the subparagraph selected below:

A. [ ] Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

B. [X] Material which is ordinarily so classified and controlled by Operator in the conduct of its operations. List shall be furnished Non-Operators upon request.

2. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under the subparagraph selected below:

A. [ ] Statement in detail of all charges and credits to the Joint Account.

B. [ ] Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. [X] Statement of all charges and credits to the Joint Account, summarized by appropriate classification indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

3. Advances and Payments by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of ~~twelve percent (12%)~~ * per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser.

* twelve percent (12%)

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

5. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator.

6. Approval by Non-Operators

Where an approval or other agreement of Non-Operators is expressly required under Paragraphs 5A, 5B, 6A and 8 of Section II, Section III, Section V, Section VI, and Paragraph 4 of Section VII, of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the Operator shall notify all Non-Operators and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties
   Lease rentals and royalties paid by Operator for the Joint Operations.
2. Labor
   A. (1) Salaries and wages of Operator's employees directly employed on the Joint Property in the conduct of Joint Operations.
      (2) Salaries of first-level supervisors in the field if such charges are excluded from overhead rates in Option A of Section III.
      (3) Salaries and wages of technical employees temporarily assigned to and directly employed on the Joint Property if such charges are excluded from overhead rates in Option B of Section III.
      (4) Salaries and wages of technical employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property if such charges are excluded from overhead rates in Option C of Section III.
   B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1A of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1A of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1A of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
   C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1A of Section III.
   D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.
3. Employee Benefits
   Operator's current cost of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1A of Section III shall be chargeable as indicated in the subparagraph selected below:
   A. [ ] Operator's actual cost.
   B. [X] Operator's actual cost not to exceed fifteen per cent (15%).
4. Material
   Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.
5. Transportation
   Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:
   A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by Operator and Non-Operators.
   B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by Operators and Non-Operators. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by Operator and Non-Operators.
   C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of $100 or less.
6. Services
   A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 8 of this Section II and Paragraph 1B of Section III. The cost of professional consultant services shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.
   B. Use and service of equipment and facilities furnished by Operator as provided in Paragraph 5 of Section IV.
7. Damages and Losses to Joint Property
   All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.
8. Legal Expense
   All costs and expenses of handling, investigating, and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorney's fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), unless agreed to by Operator and Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.
9. Taxes
   All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.

10. Insurance

Net premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties. [illegible], Operator shall include a charge therefor on the following basis:

Insurance provided for in Exhibit "D" - $1,000/Annum

11. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

Operator may charge the Joint Account for indirect costs either by use of an allocation of district expense items plus the rate for administrative overhead, and plus the warehousing charges, all as provided for in Paragraph 1 of this Section III or by combining all three of said items under the rates provided for in Paragraph 2 or 3 of this Section III, as indicated next below:

OPERATOR SHALL CHARGE INDIRECT COSTS TO THE JOINT ACCOUNT UNDER THE TERMS OF:

[ ] Paragraph 1. (District Expense, Administrative Overhead and Warehousing)
[X] Paragraph 2. (Combined Rates - Well Basis)
[ ] Paragraph 3. (Combined Rates - Percentage Basis)

The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by Operator and Non-Operators as a direct charge to the Joint Account.

THE OVERHEAD RATES PROVIDED FOR IN ANY OF THE PARAGRAPHS SELECTED ABOVE

A. [ ] shall [X] shall not include salaries and personal expenses of first-level supervisors in the field.

B. [ ] shall [X] shall not include salaries, wages and personal expenses of technical employees temporarily assigned to and directly employed on the Joint Property.

C. [ ] shall [X] shall not include salaries, wages and personal expenses of technical employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property.

~~1. District Expense, Administrative Overhead and Warehousing~~

A. District Expense

Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's Big Piney District office located at or near Big Piney, Wyoming (or a comparable office if location changed); and necessary sub-offices (if any), maintained for the convenience of the above-described office, and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

B. Administrative Overhead

Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1A of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charge shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged direct as provided in Paragraphs 2 and 8 of Section II. Such charge shall be made on the basis indicated below, either (1) well basis or (2) percentage basis, at the rates shown thereunder.

(1) [ ] Well Basis

RATE PER WELL PER MONTH

Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Current Producing Depth) First Five	Next Five	All Wells Over Ten

(2) [ ] Percentage Basis

PERCENTAGE BASIS

Development:

..... Percent (%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 8 of Section II and all salvage credits.

Operating:

..... Percent (%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 1 and 8 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interests in and to the Joint Property.

C. Operator [redacted] house Operating and Maintenance [redacted] se [redacted]
[ ] In[redacted] district expense
[ ] No charge either direct or indirect
[ ] Percentage basis (describe fully)

2. Combined Rates - Well Basis
Operator shall charge the Joint Account for the services covered by Paragraph 1 of this Section III on the basis indicated below:

RATE PER WELL PER MONTH

Well Depth	DRILLING WELL RATE (Use Total Depth) Each Well	PRODUCING WELL RATE (Use Current Producing Depth) First Five	Next Five	All Wells Over Ten
0-4,000'	$700	120	110	105

3. Combined Rates - Percentage Basis
Operator shall charge the Joint Account for the services covered by Paragraph 1 of this Section III on the basis indicated below:

PERCENTAGE BASIS

A. Development:
..... Percent (%) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 8 of Section II and all salvage credits.

B. Operating:
..... Percent (%) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 1 and 8 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

4. Application of Administrative Overhead or Combined Rates - Well Basis
The following limitations, instructions and charges shall apply in the application of the rates as provided under either Paragraph 1B (1) or Paragraph 2 of this Section III.

A. Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.

B. The status of wells shall be as follows:
(1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for waterflooding operations and salt water disposal wells shall be considered the same as producing oil wells.
(2) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. Any well being plugged or produced during any portion of the month shall be considered as a producing well for the entire month.
(3) Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling rig or workover rig capable of drilling shall be considered the same as drilling wells.
(4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, shut-in wells shall be counted in determining the charge hereunder for such month if said wells contribute allowable production that is actually produced during such month from one or more unit wells as a result of allowable transfer, inclusion in the unit allowable or other circumstances, but the total shut-in well count shall be limited to the minimum number of shut-in wells necessary to provide the contributed allowable actually produced during the month.
(5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.
(6) Wells completed in multiple horizons, shall be considered as a producing well for each separately producing horizon, providing each completion is considered a separate well by governmental or other statewide regulatory authority.

C. The well rates for producing wells shall be applied to the individual leases; provided that, whenever leases covered by this agreement are operated as a unitized project, the well rates shall be applied to the total number of producing wells, irrespective of individual leases.

D. The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian Index as published by the Dominion Bureau of Statistics, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

5. Application of Administrative Overhead or Combined Rates - Percentage Basis
For the purpose of determining charges on a Percentage Basis under Paragraph 1B (2) or Paragraph 3 of this Section III, Development shall include all costs in connection with drilling, redrilling, deepening or any remedial operations on any or all wells involving the use of drilling crew and equipment; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when well is not completed as a producer; and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 6 of this Section III. All other costs shall be considered as Operating.

6. Major Construction Overhead
For the construction of compressor plants, water stations, secondary recovery systems, drilling and production platforms, salt water disposal facilities, and other such projects, as distinguished from the more usual drilling

and producing operations, Operator in addition to the Administrative Overhead or Combined Rates provided for in Paragraph 1, 2 or 3 of this Section III shall either negotiate a rate prior to beginning of construction or shall charge the Joint Account with an additional overhead charge as follows:

A. Total cost less than $25,000, no charge.

B. Total cost more than $25,000, but less than $100,000, 5 % of total cost.

C. Total cost of $100,000 or more, 5 % of the first $100,000 plus 2 % of all over $100,000 of total cost.

Total cost shall mean the total gross cost of any one project. For the purpose of this paragraph the component parts of a single project shall not be treated separately and the cost of drilling wells shall be excluded.

7. Amendment of Rates

The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operators may supply Material or services for the Joint Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

A. New Material (Condition "A")

(1) Tubular goods, except line pipe, shall be priced on a maximum carload and/or barge load weight basis regardless of quantity transferred and equalized to the lowest prevailing price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available effective at date of transfer.

(2) Line pipe shall be priced at the current replacement cost effective at date of transfer from a reliable supply store nearest the Joint Property where such Material is normally available if the movement is less than 30,000 pounds. If the movement is 30,000 pounds or more, it shall be priced on the same basis as casing and tubing under Subparagraph (1) of this paragraph.

(3) When the Operator has equalized actual hauling costs as provided for in Paragraph 5 of Section II, Operator is permitted to include ten cents (10¢) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.

(4) Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f.o.b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is normally available.

(5) The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

(1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent. (75%) of the current price of new Material.

(2) Material which is not suitable for its original function until after reconditioning shall be furnished to the Joint Account under one of the two methods defined below:

(a) Classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material. The cost of reconditioning shall be absorbed by the Operator of the transferring property.

(b) Classified as Condition "C" and priced at fifty per cent (50%) of current price of new Material. The cost of reconditioning also shall be charged to the receiving property, provided Condition "C" value, plus cost of reconditioning, does not exceed Condition "B" value.

(3) Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.

(4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed * per cent (12%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. In lieu of rates based on costs of ownership and operation of equipment, other than automotive, Operator may elect to use commercial rates prevailing in the area of the Joint Property less 20%; for automotive equipment, rates as published by the Petroleum Motor Transport Association may be used. Rates for laboratory services shall not exceed those currently prevailing if performed by

*twelve

outside s[redacted]laboratories. Rates for trucks, trac[redacted]l well service units may include w[redacted]l expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be agreed to by Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from Joint Property.

1. Material Purchased by the Operator or Non-Operators.
   Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.
2. Division in Kind
   Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator to the Joint Account.
3. Sales to Outsiders
   Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless agreed to by Operator and Non-Operators shall be priced on the following basis:

1. New Price Defined
   New price as used in this Section VI shall be the price specified for new Material in Section IV.
2. New Material
   New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).
3. Good Used Material
   Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:
   A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or
   B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five per cent (75%) of new price.
4. Other Used Material
   Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:
   A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or
   B. Is serviceable for original function but not suitable for reconditioning.
5. Bad-Order Material
   Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.
6. Junk Material
   Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.
7. Temporarily Used Material
   When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation
   At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.
2. Reconciliation and Adjustment of Inventories
   Reconciliation of inventory with the Joint Account shall be made, and a list of overages and shortages shall be furnished to the Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operators only for shortages due to lack of reasonable diligence.
3. Special Inventories
   Special Inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.
4. Expense of Conducting Periodic Inventories
   The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by Operator and Non-Operators.

ADDENDUM:

With regard to Option "C" of Section III, technical employees are defined as only geologists, geophysicists or engineers.

EXHIBIT "D"

INSURANCE

Operator will carry, or cause to be carried, at the joint expense, that is, on a pro rata basis, of the parties in interest in the Unit Area, described on Exhibit to the Operating Agreement of which this Exhibit "D" is a part, the following insurance covering all operations in the Unit Area:

(a) Workmen's Compensation Insurance, including Employer's Liability, in accordance with the laws of the State of Texas;

(b) Comprehensive General Public Liability with bodily injury limits of not less than $100,000.00 for any one person and $300,000.00 for any one accident; and property damage limits of not less than $100,000.00 for any one accident and $300,000.00 aggregate;

(c) Automobile Public Liability with bodily injury limits of not less than $100,000.00 for any one person and $300,000.00 for any one accident; and property damage limits of not less than $100,000.00 for each accident; said insurance to cover "owned", "not owned" and "hired" automobiles.

in connection with which it is understood that Operator shall have no obligation to carry any insurance, other than that afore-recited, on operations in the Unit Area unless requested in writing to do so by all of the parties in interest in the leases covering such area. It is further understood that in the event Operator cannot for any reason procure the afore-recited insurance covering operations in the Unit Area, then it will have no liability and/or responsibility for failure to carry such insurance provided it promptly notifies the parties in interest in such area of its inability to so procure such insurance coverage.

327

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

91 DEC -4 AM 9:30

CHEYENNE, WYOMING

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

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

Lease Serial No.
EV-025440-A

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

New Serial No.

50284-000 6RB

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 Petroleum Corp)
P.O. Box 1188
Houston, TX 77251-1188

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Simular Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 112 West Section 19: E/2 Containing 320 Acres, more or less in Sublette County, Wyoming Conveyance of this ORRI entitles Assignee to revenues from the following 23lls: Red Hill 1-18 Well Green River Bend Formation PA "A & B" Green River Bend Frontier PA "C"	.00165 .00006841 .00035305	.00165 .00006841 .00035305	-0- -0- -0-	-0- -0- -0-	3%

236171
RECORDED February 19 '92 9:30A
IN BOOK 88 OR Misc PAGE 327
FEES $ 6.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Kitkary 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 effective _____

☐ Assignment approved for attached land description

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

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

Tear

PART C: GENERAL INSTRUCTIONS

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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]

LOG LAND ADMIN.
FEB 12 1992

PAPERWORK REDUCTION ACT STATEMENT

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

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

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

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

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

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 [illegible] 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 November, 19 91

Name of Assignor as shown on current lease Belco Petroleum Corp.

Assignor [signature] (Please type or print)

or

Attorney-in-fact _____ (Signature)

Robert J. Hermann
Vice President - Tax
P.O. BOX 1188
Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 20th day of November, 19 91

Enron Oil & Gas Company
(Successor in interest thru merger with
Belco Development Corporation)

Assignee _____

or

Attorney-in-fact [signature] (Signature)

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.

329

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

91 DEC 4 AM 9:00

CHEYENNE, WYOMING

50283-000

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 interest thru merger with Belco Petroleum Corp.)
   Street P.O. Box 1183
   City, State, ZIP Code Houston, Texas 77251-1188

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 112 West					
Section 7: E/2					
Section 18: E/2					
Containing 640 Acres, more or less in Sublette County, Wyoming					
Conveyance of this ORRI entitles Assignee to revenues from the following wells:					
Red Hill 1-18 Wells	.00165	.00165	-0-	-0-	3%
Green River Bend Formation PA "A & B"	.0000684	1.0000684	-0-	-0-	
Green River Bend Frontier PA "C"	.0003530	5.0003530	-0-	-0-	

236172
RECORDED February 19 19 92 9:30 A M
IN BOOK 88 Oil & Gas Leases PAGE 329
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved 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]N ACT STATEMENT

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

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

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

NOTICE

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

EOG LAND ADMIN.

FEB 12 1992

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 18th day of November, 19 91

Name of Assignor as shown on current lease Belco Petroleum Corp.

Assignor [signature] (Signature)
Please type or print

or

Attorney-in-fact _____

Robert J. Hermann (Signature)
Vice President - Tax
P.O. Box 1188 (Assignor's Address)
Houston, Texas 77251-1188
(City) (State) (Zip Code)

Executed this 20th day of November, 19 91

Assignee Enron Oil & Gas Company
(Successor in interest thru merger with
Belco Development Corporation)

or

Attorney-in-fact [signature] (Signature)

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.

331

650137-241

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-67808

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)

TRANSPORTATION
MEAN OF TRANSPORTATION
9:30
90 Bird Canyon 000275
WYOMING
00069

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 DTC Parkway, Suite 800
Englewood, Colorado 80111-3035

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 111 West Section 6: N½NE¼ Sublette County, Wyoming (All Depths)	1.5%	1.5%	-0-	-0-	9.5%

236240

RECORDED February 26 19 92 9:05 AM
IN BOOK 66 Misc. PAGE 331
FEES $ 5.00 Bethany A. Walker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective FEB 1 1990

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

SUPERVISORY LAND LAW EXAMINER (Title)

JAN 19 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 (subleases). For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execution by transferor.

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

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

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

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

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

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

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

PAPERWORK REDU[redacted]T STATEMENT

This information is being collected pursuant to the law

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

Response to this request is required to obtain benefit

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear Tear

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 17th *day of* November, *1990, by ROBERT C. ST. LOUIS as Managing Partner of ENERGY ASSOCIATES NW 78B.*

WITNESS my hand and official seal.

My Commission expires:

1/18/91

Notary Public
Address: 14983 NE 1st PL #C
Bellevue, WA 98007

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 [redacted] of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241)

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

Executed this 17th. day of November, 19 89

Name of Transferor ENERGY ASSOCIATES NW 78B

Transferor Robert C. St. Louis

ROBERT C. ST. LOUIS, Managing Partner

1215 Norton Building
(Transferor's Address)
Seattle, Washington 98104
(City) (State) (Zip Code)

Executed this 1st day of December, 19 89

PRESIDIO EXPLORATION, INC.

Transferee K. V. Tholstrom

K. V. Tholstrom, Vice President

ATTEST: Timothy L. Garnett
Assistant Secretary

Title 18 U.S.C. Sec. 1001 makes it a crime for any perso[redacted]owingly and willfully to make to any Department or age[redacted] of the United States any false, fictitious or fraudulent statements or representations as to any matter within it[redacted] jsdiction

BUREAU OF LAND MANAGEMENT

333

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)

90 JAN 11 AM 9:30
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING

E. Big Canyon 5000341

00068

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** PRESIDIO EXPLORATION, INC.
   Street 5613 DTC Parkway, Suite 800
   City, State, ZIP Code Englewood, Colorado 80111-3035

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

This transfer is for: *(Check one)* 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:

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 Section 6: S½NE¼ Sublette County, Wyoming	.90%	.90%	-0-	-0-	7.5%
From the surface down to a depth of the Second Bench of the Second Frontier, or a total depth of 11,391 feet, as reached in the #10-5 Federal Well, drilled in the NW¼ of Section 5, Township 27 North, Range 111 West, Sublette County, Wyoming.					

236241

RECORDED February 26 19 92 9:05 AM
IN BOOK 68 Misc. PAGE 333
FEES $ 8.00 Mary K. Lindstedt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dep. Bertha Lee Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☑ Transfer approved effective FEB 01 1990

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

SUPERVISORY LAND LAW EXAMINER (Title)

JAN 25 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 upon assignment to the assignee.

geothermal lease activi[redacted]

Response to this request is required to obtain benefit

[redacted]ocumentation for public information in support of n[redacted]de 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.

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.

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

Tear

Tear

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

STATE OF WASHINGTON)
) *ss.*
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 17th *day of* November, *1990, by* ROBERT C. ST. LOUIS, *as Managing Partner of ENERGY ASSOCIATES NW 78B.*

Witness my hand and official seal.

My commission expires 1/18/91

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

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

or geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value or output, nor greater than 50 percent of the [redacted] of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241)

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

Executed this 17th day of November, 19 89

Name of Transferor: ENERGY ASSOCIATES NW 78B

Transferor: Robert C St. Louis

ROBERT C. ST. LOUIS, Managing Partner

1215 Norton Building
(Transferor's Address)

Seattle, Washington 98104
(City) (State) (Zip Code)

Executed this 4 day of Dec., 19 89

Transferee: PRESIDIO EXPLORATION, INC.

R. V. Tholstrom, Vice President

ATTEST:
Timothy L. Garnett
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

335

Form 3106–14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1984 OCT -9 AM 9 30
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W-67808

Date effective date
June 1, 1979

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

PART I

1. Assignee's Name

Marjorie R. McNeely

Address (include zip code)
℅ James Hale
444 Lafayette Road, St. Paul, Minnesota 55101

The undersigned, as owner of 4.1250 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.

Section 6: N/2NE/4
Section 7: SE/4
Containing 240.00 acres more or less in Sublette County, Wyoming

CERTIFIED
to be a true and complete copy
of the original
MAR 2 1986
Cecilia A. Kawaleski
BUREAU OF LAND MANAGEMENT

RECORDED March 9 1986 at 1:40 P M
IN BOOK 335 PAGE 335
FEES $ 8.00
Lily Bethard COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Cecilia A. Kawaleski Deputy

236402

3. Specify interest or percent of operating rights being conveyed to assignee	4.1250
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	Nine and one-half percent (9.5%) of 8/8ths — 9.5%

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

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

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

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

Executed this 1st day of September, 19 82. ATTEST: M. W. McDonald
M. W. McDonald

Space Resources, Inc.

By: F. A. Koscielak
(Assignor's Signature)
F. A. Koscielak, Vice President

444 Lafayette Road
(Assignor's Address)

St. Paul, Minnesota 55101
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective FEB 1 1986

By ANDREW L. TARSHIS
(Authorized Officer)

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

CHIEF, LEASING SECTION — MAR 2 6 1986
(Title) (Date)

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

ORIGINAL

[redacted] S APPLICATION FOR APPROVAL OF TRAN[redacted]
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

A. ASSIGNEE CERTIFIES THAT

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

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

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

Executed this 1st day of September , 19 82 .

Marjorie R. McGeehy
(Assignee's Signature)

%James Hale
(Assignee's Address)
444 Lafayette Road

St. Paul, Minnesota 55101
(City) (State) (Zip Code)

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

CERTIFIED
to be a true and correct copy
of the original
MAR [illegible]
[illegible]
BUREAU OF [illegible] MANAGEMENT

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

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

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

U S Government Printing Office 1980-677 655/409

337

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
1984 OCT -9 AM 9:30
RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W 51347

Lease effective date
August 1, 1975

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

PART I

1. Assignee's Name

Marjorie R. McNeely

Address (include zip code)
%James Hale
444 Lafayette Road, St. Paul, Minnesota 55101

The undersigned, as owner of 2.4750 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 111 West, 6th P.M.
Section 6: S/2NE/4, SE/4
Section 7: NE/4
Section 8: NW/4, N/2SW/4
containing 640 acres more or less in Sublette County, Wyoming
Limited in depth from the surface of the ground to the base of the stratigraphic equivalent of a depth of 11391 feet as penetrated by the Federal #10-5 Well in the NW/4 of Section 5 T27N-R111W, 6th P.M. This assignment is made subject to all terms, conditions and provisions of that certain Farmout Agreement dated November 3, 1978, by and between*

3. Specify interest or percent of operating rights being conveyed to assignee	2.4750
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	Two percent (2%) of 60% and Five and one half percent (5½%) of 8/8ths 6.70%

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

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

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

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

Executed this 1st day of September, 1982. ATTEST: M. W. McDonald

Space Resources, Inc.

F. A. Koscielak, Vice President
(Assignor's Signature)

444 Lafayette Road
(Assignor's Address)

St. Paul, Minnesota 55101
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective NOV 1 1984

By ANDREW L. TARSHIS
(Authorized Officer)

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

CHIEF, LEASING SECTION
(Title)

DEC 03 1986
(Date)

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

Origina

CERTIFIED

BUREAU OF LAND MANAGEMENT

MAR

236403

RECORDED March 9 19 82 1:40 P M
IN BOOK 337
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

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

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

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

Executed this 1st day of September , 19 82 .

Marjorie R. McNeely
(Assignee's Signature)

%James Hale
(Assignee's Address)

444 Lafayette Road

St. Paul, Minnesota 55101
(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.

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.

Effective Date of Assignment – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

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

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

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

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

CERTIFIED
to be a true and correct copy
of the original
MAR [illegible]
BUREAU OF LAND MANAGEMENT

U S Government Printing Office 1980-677-855/409

339

Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

WYW-113672

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

Presidio Exploration, Inc.
5613 DTC Parkway, Suite 800
Englewood, Colorado 80111-3035

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

This transfer is for: *(Check one)* [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: b Owned	c Conveyed	d Retained	Percent of Overriding Royalty or Similar Interests: e Reserved	f Previously reserved or conveyed
Township 30 North, Range 114 West Section 13: All Section 14: E/2NE/4 Section 24: NE/4, NE/4NW/4 Section 25: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4 Section 26: All Section 35: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4, ~~NE/4SW/4~~ Containing 2360.00 acres, more or less Sublette County, Wyoming Limited from the surface to the stratigraphic equivalent of 4310 feet subsurface as encountered in the Apache Corporation #1-14 Vernon Johnson well located in the SE/4SW/4 Section 14-30N-114W, Sublette County, Wyoming	12.5%	12.5%	-0-	-0-	9.5% of 50%

236526

RECORDED March 23 AD 92 10:30A
IN BOOK 88 MISC PAGE 339
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Transfer approved effective _____

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

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

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

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

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

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

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

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

[redacted] [redacted] 6502231[redacted]

[redacted] [redacted] [redacted]

PAPERWORK REDUCTION ACT STATEMENT

1 This information is being collected pursuant to the law

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

3 Response to this request is required to obtain benefit

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear Tear

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

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

On this 6th day of December, 1991, before me personally appeared R. M. Danos, to me known, who, being by me duly sworn, did say that he is the President of Plains Petroleum Operating Company, and he acknowledged that he executed the above instrument as his free and voluntary act and deed of the corporation for the uses and purposes therein set forth.

WITNESS my hand and seal this 6th day of December, 1991.

PATRICIA A. KACERGUIS NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires:

March 19, 1993

PATRICIA A. KACERGUIS
NOTARY PUBLIC
In and For
THE STATE OF COLORADO
1760 NIAGARA STREET
DENVER, CO 80220

(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 December 19 91

Name of Transferor Plains Petroleum Operating Company, dba Plains Operating Production Company
Please type or print

Transferor or [redacted] R. M. Danos (Signature) President

(Signature)

12596 West Bayaud, Suite 400
(Transferor's Address)

Lakewood, Colorado 80228
(City) (State) (Zip Code)

Executed this 2nd day of March 19 92

Transferee PRESIDIO EXPLORATION, INC.

BY (Signature)

or

Attorney-in-fact ED KERR, 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

Book 1180 of Photos, Page 642

Recording requested by
and when recorded
return to:

Alpha-Omega Partners
719 Sawdust Rd., Ste. 107
The Woodlands, TX 77380

QUITCLAIM CONVEYANCE OF OIL AND GAS PROPERTIES

AND BILL OF SALE

THIS QUITCLAIM CONVEYANCE OF OIL AND GAS PROPERTIES AND BILL OF SALE ("Conveyance"), dated effective February 1, 1992 (the "Effective Date"), is made by PALMER G. JACKSON, Trustee of The Petan Trust, P.O. Box 5580, Santa Barbara, California 93108 ("Transferor"), and ALPHA-OMEGA PARTNERS, a Texas general partnership, whose address is 719 Sawdust Road, Suite 107, The Woodlands, Texas 77380 ("Transferee").

WITNESSETH:

Transferor, 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, hereby quitclaims sells, conveys, assigns and transfers unto Transferee, its successors and assigns forever, **without warranty or covenant of title, express or implied**, the following:

A. All present right, title and interest of Transferor (if any) in and to what are commonly referred to as the "Stump Unit" and "Camrick Gas Plant" (Camrick Gas Field, Beaver County, Oklahoma), the "Duvall Ranch Unit" (West Donkey Creek Area, Campbell County, Wyoming), "Larrechea Lease" (S.E. Camp Creek Field, Campbell County, Wyoming), and the "Mickelson Creek" and "Ote Creek" units and properties (Sublette County, Wyoming), including but not limited to, all present right, title and interest of Transferor (if any) in, to and under the oil and gas leases described in Exhibit "A," attached hereto and made a part hereof, including, but not limited to, all leasehold (working interest) rights, overriding royalty interests, royalty interests, carried working interests, net profits interests and currently held reversionary rights and all rights incident and appurtenant thereto; and

236531

3750.01e\Alpha-Ex.C.pc5

RECORDED March 23 19 92 10:50 AM
IN BOOK E8M+2N/ Misc PAGE 341
FEES 20.00 Mary A. Dankenbring COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

B. All right, title and interest of Transferor (if any) in, to and under or derived from all currently (as of the Effective Date) 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 contracts, agreements and instruments, whether or not described or referred to in Exhibit "A" hereto (except insurance contracts held by Transferor), INSOFAR AND ONLY INSOFAR as the same directly relate to or are appurtenant to the interests referred to in subparagraph A above, and the exploration for and the production, processing or marketing of oil, gas and/or other minerals from such interests or other interests or lands presently pooled, unitized or communitized therewith; and

C. All right, title and interest of Transferor (if any) in, to and under or derived from all presently (as of the Effective Date) existing and effective oil and gas pooling (including, but not limited to, working interest pools), unitization and communitization agreements, declarations, designations and orders and all oil and/or gas units created thereby or by other official acts of any federal, state or local governmental body or agency having jurisdiction, whether or not described or referred to in Exhibit "A" hereto, insofar as the same relate to and correspond to the interests described at subparagraph A above; and

D. All present right, title and interest of Transferor (if any) in and to all personal property, fixtures, structures, easements, permits, licenses, servitudes and rights-of-way of every character now or as of the Effective Date situated upon or appurtenant to, and used or held for use solely and directly in connection with the exploration, development or operation of the properties referred to in subparagraph A above, or of any unit, pooled area or communitized area that as of the Effective Date includes any such properties, for the production, treating, storing, transportation or marketing of oil, gas or other minerals, including, without limitation, all oil and gas wells, 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 other appurtenances.

The rights, titles and interests hereinabove referred to in subparagraphs A through D above are herein collectively called the "Conveyed Properties."

TO HAVE AND TO HOLD the Conveyed Properties unto said Transferee, its successors and assigns, subject to the terms, exceptions, reservations, provisions, covenants and agreements set forth above and below.

1. Transferee, by acceptance of this Conveyance, takes it subject to and hereby covenants and agrees to assume, pay for,

perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Transferor relating to the Conveyed Properties effective as of or arising subsequent to the Effective Date, 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 oil and gas lease terms (including any applicable implied covenants); 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 farmout and farmin agreements; all recorded and unrecorded area of mutual interest agreements; all recorded and unrecorded preferential purchase rights and valid reassignment rights held by third parties; and all other recorded and unrecorded agreements, contracts, orders and instruments of every kind relating to the Conveyed Properties, including, but not limited to, those described or referred to in this Conveyance. Without limiting the generality of the foregoing, Transferee 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 Transferor to properly plug and abandon all wells (including, but not limited to, any temporarily abandoned wells) now or hereafter located on the lease lands described at Exhibit "A" hereto or leases and lands unitized, pooled, communitized or jointly operated therewith, and to remove all equipment and facilities and to restore the lease lands and the leases and lands unitized, pooled, communitized or jointly operated therewith. Furthermore, Transferee covenants and agrees, as of the Effective Date, to defend, indemnify and hold harmless Transferor and Transferor's predecessor(s) in interest to the Conveyed Properties (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 Transferee herein, and the operations and activities contemplated by this paragraph 1.

2. By acceptance of this Conveyance, Transferee acknowledges that Transferee has relied solely on the basis of its own independent investigation of the Conveyed Properties. Accordingly, Transferee agrees and hereby acknowledges that Transferor has not made, and **TRANSFEROR HEREBY EXPRESSLY DISCLAIMS AND NEGATES (AND THIS CONVEYANCE IS MADE BY TRANSFEROR WITHOUT) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO: (i) TITLE TO THE CONVEYED PROPERTIES (INCLUDING, BUT NOT LIMITED TO, THE OIL AND GAS LEASES) OR THE CONDITION OF THE CONVEYED PROPERTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PURPOSE, OR OF CONFORMING TO MODELS OR SAMPLES OF**

MATERIALS) AND (ii) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO TRANSFEREE BY OR ON BEHALF OF TRANSFEROR (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, SURFACE OR SUBSURFACE AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE DATE). Transferee covenants that Transferee has inspected the Conveyed Properties and accepts the same **"AS IS"** and **"WHERE IS."**

3. This Conveyance shall be binding upon and inure to the benefit of Transferor and Transferee, and their respective heirs, successors and assigns.

4. This Conveyance has been executed by Transferor and Transferee in two duplicate originals, which shall constitute but one Conveyance.

Executed on the dates contained in the acknowledgments of this Conveyance, to be effective for all purposes as of the Effective Date.

PALMER G. JACKSON, TRUSTEE
OF THE PETAN TRUST ("Transferor")

By _____
Palmer G. Jackson, Trustee

THIS CONVEYANCE IS AGREED TO AND ACCEPTED BY:

ALPHA-OMEGA PARTNERS

("Transferee")

By _____
Michael Dubuisson, General Partner

By _____
Bruce P. Berlin, General Partner

STATE OF CALIFORNIA)
) SS. (California Form)
COUNTY OF SANTA BARBARA)

This instrument was acknowledged before me this 6th day of March 1992, by Palmer G. Jackson, Trustee of THE PETAN TRUST.

OFFICIAL SEAL
MARGO P. KLINE
Notary Public-California
SANTA BARBARA COUNTY
My Commission Expires
July 24, 1995

Margo P. Kline
Notary Public

My Commission Expires:
July 24, 1995

STATE OF TEXAS)
) SS. (Texas Form)
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 5 day of March, 1992, by Michael Dubuisson, a general partner of ALPHA-OMEGA PARTNERS, a Texas General Partnership.

Witness my hand and official seal.

ROSA L. WILLIAMS
Notary Public, State of Texas
My Commission Expires
MAY 8, 1994

Rosa L. Williams
Notary Public

My Commission Expires:
5-8-94

STATE OF TEXAS)
) SS. (Texas Form)
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 5 day of March, 1992, by Bruce P. Berlin, a general partner of ALPHA-OMEGA PARTNERS, a Texas General Partnership.

Witness my hand and official seal.

ROSA L. WILLIAMS
Notary Public, State of Texas
My Commission Expires
MAY 8, 1994

Rosa L. Williams
Notary Public

My Commission Expires:
5-8-94

EXHIBIT "A"
To Quitclaim Conveyance of Oil And Gas Properties and Bill of Sale

(effective February 1, 1992)

LIST OF PROPERTIES

I. Larrechea - Southeast Camp Creek Field
Campbell County, Wyoming

1) Oil, Gas and Mineral Lease from Marcelino Larrechea to Thomas F. Strock, dated June 15, 1961, and recorded in Volume 68, Page 61 of the Oil and Gas Lease Records of Campbell County, Wyoming. The Lease covers lands in T54N-R70W, being, Section 33: S/2 NW/4, W/2 SW/4; and, in T53N-R70W, being, Section 4: NE/4 NW/4.

2) Oil, Gas and Mineral Lease from the State of Wyoming to Robert Ryan, (#62-15856), dated July 2, 1962, and recorded in Volume 79, Page 441 of the Oil and Gas Lease Records of Campbell County, Wyoming. The Lease covers lands in T53N-R70W, being, Section 4: Lot 4 (NW/4 NW/4); and Section 5: Lots 1 & 2 (N/2 NE/4, SE/4 NE/4).

3) The well known as the Larrechea #1, located in Section 33, T54N-T70W; and the Larrechea #33-12, also located in Section 33, T54N-T70W; and, matters pertaining thereto as set out in this Instrument.

II. Camrick Gas Field
Beaver County, Oklahoma

1) Oil, Gas and Mineral Lease from J.V. Stump to Sawnie Robertson, dated February 4, 1954, and recorded in Volume 140, Page 323 of the Deed Records of Beaver County, Oklahoma. The Lease covers lands in T2N-R20E, being, Section 20: SE/4.

2) Oil, Gas and Mineral Lease from G. C. Cleveland, Guardian of the Estate of Jennie Young, to Sawnie Robertson, dated October 27, 1954, and recorded in Volume 144, Page 431 of the Deed of Records of Beaver County, Oklahoma. The Lease covers lands in T2N-R20E, being, Section 20: SE/4.

3) That certain Gas Processing Plant operated by Texaco, Inc., known as the Camrick Gas Processing Plant, and servicing the above leaseholds, among others.

4) The well known as the Stump #1, located in Section 20, T2N-R20E; and matters pertaining thereto as set out in this Instrument.

3750.01E\Alpha-Ex.A.pc5

III. Duvall Ranch Unit
Campbell County, Wyoming

1) Oil, Gas and Mineral Lease from Ella Blomgran to Amerada Petroleum Corporation, dated April 4, 1958, and recorded in Volume 43, Page 200 of the Oil and Gas Records of Campbell County, Wyoming.

2) Oil, Gas and Mineral Lease from Harold E. Redhetter to Amerada Petroleum Corporation, dated April 14, 1958, and recorded in Volume 43, Page 512, of the Oil and Gas Records of Campbell County, Wyoming.

3) Oil, Gas and Mineral Lease from John McDonald to Amerada Petroleum Corporation, dated April 14, 1958, and recorded in Volume 45, Page 424 of the Oil and Gas Records of Campbell County, Wyoming.

The above Leases cover lands in T49N-R69W, being, Section 2: SW/4 NW/4, NW/4 SW/4; and, Section 3: SE/4 NE/4, NE/4 SE/4; which lands are Tract #1 and #2 of the Duvall Ranch Unit.

4) The Unit known as the Duvall Ranch Unit, operated by Chevron, and the Unit Agreements, and all other matters pertaining thereto, as set out in this Instrument.

IV. Mickelson & Ote Creek Units, and Kirk Area
Sublette County, Wyoming

Federal and other Oil, Gas and Mineral Leaseholds, including those covering the following described lands in Sublette, County, Wyoming:

1) T32N-R114W
Section 19: SW/4 NE/4, NW/4 SE/4, S/2 SE/4
Section 19: SE/4 NE/4, NE/4 SE/4

2) T32N-R114W
Section 17: SW/4 NW/4, NW/4 SW/4, S/2 SW/4
Section 18: E/2
Section 20: NW/4, N/2 SW/4
Section 17: NW/4, NW/4
Section 17: E/2, E/2 NW/4, NE/4 SW/4
Section 20: NE/4, N/2 SE/4

3) T32N-R114W
Section 20: S/2 SE/4
Section 20: S/2 SW/4

4) T32N-R114W
Section 29: NE/4, S/2
Section 32: N/2, E/2 SW/4, SE/4

5) T31N-R114W
Section 5: Lot 4, SW/4 NW/4, NW/4 SE/4, S/2 S/2
Section 8: NE/4, S/2
Section 17: N/2, SW/4
Section 17: SE/4
Section 20: All

6) T32N-R114W
Section 7: Lots 1, 2, S/2 NE/4, SE/4

7) T33N-R114W
Section 22: NE/4 NE/4, S/2 NE/4, SE/4

8) T33N-R114W
Section 28: NE/4, S/2 NW/4, N/2 SE/4, SW/4 SE/4

9) T33N-R114W
Section 33: N/2 N/2, S/2 NW/4

10) T33N-R114W
Section 33: NW/4 SW/4, S/2 S/2

11) T33N-R114W
Section 21: SW/4

12) T33N-R114W
Section 16: E/2

Including all agreements and matters pertaining thereto, as set out in this Instrument.

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 10th day of March A.D. 19 92 at 9:34 o'clock A M. and recorded in Book 1180
of Photos on page 642-649 Fees $ 20.00
Vivian E. Addison
County Clerk and Ex-Officio Register of Deeds
RECORDED ✓
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓
By Deputy Margaret Diedrichsen

RECEIVED
MAR 10 1992
CAMPBELL COUNTY CLERK

3750.01E\Alpha-Ex.A.pc5

PARTIAL ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING :
COUNTY OF SUBLETTE :

THIS ASSIGNMENT AND BILL OF SALE, dated this 13th day of March 1992, but effective as of 12:01 a.m. at the location of the properties on October 1, 1991, between Mark J. Mourne DBA Mourne Oil, whose mailing address is 1500 Fourmile Ln., Canon City, Co. 81212, hereinafter referred to as "Assignor" and Green River Basin Well Ser., whose mailing address is P.O. Box 766, Big Piney, Wyo., hereinafter referred to as "Assignee".

Recitals

1. Assignor owns an interest in the oil and gas wells located on the leases and lands described on Exhibit A attached hereto and made part hereof (the "wells", "leases", and "lands", respectively).

2. Attached to exhibit A is a preamble to exhibit A which Preamble is specifically made a part hereof.

3. Assignor owns an interest in certain personal property and fixtures used in connection with the operation of the leases and wells (the "Equipment"), including, but not limited to, all lease equipment, tanks, and all other equipment, appurtenance, fixtures and property of every kind and character, movable or immovable, used in connection with operating the wells; the Equipment does not include any tools, vehicles or other equipment temporarily located on the well site.

4. Assignor's interest in the leases and wells is subject to the rights and obligations existing under all contract pertaining to the wells (the "Contracts"), including, but not limited to, rights-of-way, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farm out agreements, assignments, purchase and sale agreements, tax partnerships, disposal agreements, injection agreements, gas sale contracts, gas processing contracts and other instruments and agreements, reguardless of whether such contracts are filed of record in the county where the wells or leases are located.

5. Assignor is entitled to recieve oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, and other minerals, to the extent produced from the wells and saved prior to the effective date and the payments, accounts and proceeds from the sale of all the foregoing (the "Production").

6. To the extent Assignor maintains files, records, data and other sources of information reguarding the wells, the equipment, the contracts, and the production, (the "Data"), Assignee may review said data in Assignor's offices described above at

236550

RECORDED March 23 IN 92 1:30 P
IN BOOK 88 Misc PAGE 349
FEES $ 14.00 Mary A. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] Bethany A. Walker [redacted]

[redacted]nable times during busi[redacted] hours upon reasonable [redacted]e to Assignor. The data for purposes hereof shall not include any confidential internal correspondence or other records, and shall not include any information which, if disclosed, would cause Assignor to breach any contract or agreement. Assignor shall be under no obligation to provide information or files which it does possess nor to supplement its files or available information.

7. Assignee enters into this transaction based upon soley its own due diligence efforts and not in reliance upon any representations by Assignor.

The leases, land, wells, equipment, contracts, production and data are collectively referred to as the "Properties".

CONVEYANCE

For One Hundred Dollars ($100) and other good and valuable consideration, the reciept and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, PART of assignors right, title and interest in and to the properties as specified and limited in Exhibit A attached hereto, as of the Effective time, to have and hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title to the Properties, either express or implied, and is made without warranty of quantity or quality of interest, reguardless of any language in Exhibit A referencing entitlements.

ASSIGNOR MAKES NO EXPRESSED OR IMPLIED WARRANTIES OR REPRESENTATION AS TO THE QUALITY, MERCHANTABLITY, OR FITNESS OF THE PROPERTIES FOR ASSIGNEE'S INTENDED USE OR FOR ANY USE WHATSOEVER AND ASSIGNEE ACCEPTS THE PROPERTIES "AS IS", "WHERE IS", "WITH ALL FAULTS", IN PRESENT CONDITION AND STATE OF REPAIR.

Assignee shall bear all costs and liabilities associated with the plugging and abandoning of the wells and shall hold assignor harmless from any and all claims araising out of or associated with the plugging and abandonment thereof. The wells shall be plugged and abandoned in accordance with the rules and regulations of any governmental body asserting jurisdiction over the lands on which the well is located.

This Assignment and Bill of Sale is subject to, and Assignee shall assume, the obligations of all the Contracts and data.

This instrument binds the parties and their successors and assigns. Assignee hereby accepts this assignment and agrees to fulfill all obligations, conditions and stipulations contained herein and within the contracts affecting the properties conveyed herein, and contained within the leases, and agrees to comply with the rules and regulations of any governmental body asserting jurisdiction over the lands on which any wells conveyed hereby are located.

Executed this 13th day of March 1992 ,

Mark J. Monne
Assignor

STATE OF COLORADO :
COUNTY OF FREMONT :

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of March 1992, personally appeared Mark J. Mourne DBA Mourne Oil, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed , for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and offical seal the day and year last above stated.

Jana L Noar
Notary Public

My Commission Expires: 9-26-94

STATE OF :
COUNTY OF :

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, personally appeared _____, to me known to be the identical person who subscribed his name to the forgoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereto set my hand and offical seal the day and year last above stated.

_____
Notary Public

My Commission Expires:

EXHIBIT [redacted]

TO ASSIGNMENT AND BILL OF SALE

EFFECTIVE October 1, 1991 AT 12:01 A.M.

P R E A M B L E

1. This Exhibit "A" sets forth the description of the properties covered by the Assignment and Bill of Sale dated effective Oct. 1, 1991, at 12:01 A.M. at the location of the properties. The Exhibit "A" includes this Preamble.

2. The inclusion in this Exhibit "A" of certain well names shall not diminish, limit or otherwise affect the nature or the quantum of the interest in the properties conveyed by assignor in this Assignment. Well names are included in this Exhibit "A" soley for the convenience of the parties.

3. This Exhibit "A" is organized on a county-by-county (or parish-by-parish) basis. To the extent that the land descriptions on this Ehhibit "A" may be incomplete, incorrect or not legally sufficient, the intent of the assignor is to convey to assignee PART of assignor's right, title and interest, unless specific words of limitation are shown on the attached Exhibit "A".

4. When used in this agreement, the terms listed below shall have the following meanings:

(A) "APO" means After payout as calculated and determined in accordance with the assignments, documents, instruments, agreements, and operating agreements, if any, that affect the relevant property.

(b) "BPO" means Before Payout as calculated and determined in accordance with the assignments, documents, instruments, agreements, and operating agreements, if any, that affect the relevant property.

(c) "NRI" means that portion of production of hydrocarbons from a well attributable to assignor's Working Interest in the well after deducting all royalities, overriding royalities, production payments or other burdens on or measured by production, execpt ad valorem, production, severance, gathering, windfall profits tax act and other similar taxes.

(d) "OCC" means the Oklahoma Corporation Commission.

(e) "ORI" means a portion of production of hydrocarbons from a well which bears none of the costs of expenses of exploration, drilling, development, operating or producing hydrocarbons from such well.

(f) "RI" means a Mineral Interest that is subject to an oil, gas and mineral lease.

(g) "Working Interest" or "WI" means an interest of which is determind the cost bearing percentage of Assignor of the expense of exploring, drilling and operating for and production of hydrocarbons from a well.

(h) "Unit Operating Interest" and "operating Interest" as used herein with respect to a unit, pool or other communitized area shall mean the interest in and to the full and entire unitized interest created under and by virtue each of the unitization, pooling or similar agreements whether or not described herein and all rights of every kind and character appurtenant thereto or arising therefrom insofar as the said interest in said unitized, pooled or other interest is burdened with the obligation to bear and pay cost of operations for such unitized, pooled or communitized area, without reguard to any valid lessor's royalties, overriding royalties or similar burdens.

(i) "Well Bore" means interest only in the well bore hole and the equipment on site. No Mineral or leasehold interest is transfered outside of the bore hole of the well assigned.

5. Unless provided otherwise, all recording references in Exhibit "A" are to the offical real property records in the county or counties/parish or parishes where the lands covered by the leases are located and in which oil, gas and mineral leases or assignments or other instruments are orin the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

END OF PREAMBLE TO EXHIBIT "A"

EXHIBIT A

Assignor's right, title and interest in and to the leasehold estate created by the following described lease:

LESSOR: USA W-49630

LESSEE: Barbara E. Hannifin

DATE : 04/01/75

INSOFAR AND ONLY INSOFAR as said lease covers the following described lands located within:

Township 27 North, Range 110 West
Section 24: W/2 SW/4 as to the Well Bore Only

Containing 2 acres, more or less.

The recording reference is to the records of Sublette County, Wyoming.

The Assignor entitles the Assignee the following interest in and to the Jefferson 20-24 Well Bore Only :

Gross Working Interest	50.0000%
Net Revenue Interest	35.79454%
Royalty Interest	
Overriding Royality Interest	

BY THIS ASSIGNMENT, ASSIGNOR ASSIGNS ALL WELL BORE INTEREST IN AND TO THE JEFFERSON 20-24 WELL, SAVE AND EXECPT A 3% OVERRIDING ROYALTY WHICH HAS ALREADY BEEN TAKEN FROM THE NET REVENUE INTEREST, FOR ALL MINERALS THAT ARE PRODUCED FROM THE WELL BORE OF THE ABOVE DESCRIBED WELL.

LEASE NO. WY-5364

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That MOBIL OIL CORPORATION, authorized to transact business in the State of Wyoming, does hereby release, remise, and relinquish unto the owners entitled thereto, their heirs, administrators, successors and assigns all of its right, title and interest in and to that certain Oil and Gas Lease dated the 1st day of January, 1980, executed by United States of America #W-69885, as Lessor, to Willard B. Brown, as Lessee, said lease being recorded in Book 58, Page 608, Official Records of Sublette County, Wyoming, and covering the following described land situated in Sublette County, State of Wyoming, to wit:

Township 28 North, Range 115 West
Sec. 6: Lots 10 & 11 & SE/4
Sec. 17: All
Sec. 21: All
Sec. 27: NW/4, SE/4, N/2 SW/4 & SE/4 SW/4

236563

IN WITNESS WHEREOF, MOBIL OIL CORPORATION has caused these presents to be duly executed on this the 13th day of March, 1992.

RECORDED March 25 '92 3:05P
IN BOOK 88 Oth Cty PAGE 354
FEES $ 6.00 Mary A. Dankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Whiker

MOBIL OIL CORPORATION

BY: E. L. Hixson
ML Attorney-in-Fact

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On March 13, 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. L. Hixson, known to me to be the person whose name is subscribed to the within instrument as an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his own name as attorney in fact.

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

BARBARA D. MURPHY NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 7-15-95

Barbara D. Murphy
Notary Public in and for said County & State

My commission expires 7/15/95.

THIS INSTRUMENT WAS PREPARED BY MOBIL EXPLORATION & PRODUCING U.S. INC., P.O. BOX 650232, DALLAS, TX 75265-0232.

Fo 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-77883

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street PRESIDIO EXPLORATION, INC.
City, State, ZIP Code 5613 DTC PARKWAY, SUITE 800
ENCLEWOOD, COLORADO 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)* [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:

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			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
INSOFAR AS SAID LEASE COVERS: Township 28 North, Range 111 West, 6th P.M. Section 20: E/2 Section 29: NE/4 Section 32: NE/4 Containing 640 acres, more or less, Sublette County, Wyoming Limited in depth from the surface of the earth down to the stratigraphic equivalent of 11,490 feet as found in the Esposito Federal 40-20 well located in the SW/4SE/4 of Section 20, T28N-R111W, Sublette County, Wyoming.	4.32%	4.32%	-0-	-0-	5.0%

236635

RECORDED April 2 AT 92 3:20 P
IN BOOK EE CARD PAGE 355
FEES $ 8.00 Mary D. Lichfield COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

by Bernard A. Walker

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.

3) Transfer approved effective _____

4) _____ _____ _____
(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 Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 25th day of February, 1992, by L. Clark Kiser as President of Rocky Mountain Oilfinders, Inc.

WITNESS my hand and official seal.

My commission expires:

9/11/92

Laura A. Stanton
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 25th day of February, 1992
to be effective September 1, 1991

Name of Transferor ROCKY MOUNTAIN OILFINDERS, INC.
Please type or print

(Signature)

or
~~Attorney-in-fact~~ L. Clark Kiser, President
(Signature)

401 South Wilcox
(Transferor's Address)

Castle Rock, Colorado 80104
(City) (State) (Zip Code)

Executed this 27th day of March, 1992

Transferee PRESIDIO EXPLORATION, INC.

(Signature)

or
~~Attorney-in-fact~~ Ed Kerr, 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

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (the "Assignment"), effective as of September 1, 1991, at 7:00 a.m., Mountain Daylight Time (the "Effective Time"), is from Rocky Mountain Oilfinders, Inc. whose address is 401 South Wilcox Street, Castle Rock, Colorado 80104, (hereinafter referred to as "Assignor"), to Presidio Exploration, Inc. whose address is 5613 DTC Parkway, Suite 800, Englewood, Colorado 80111 (hereinafter referred to as "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 assigns, grants, bargains, sells and conveys to Assignee all of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"):

> The oil and gas wells and working interests as described in Exhibit "A" attached hereto and made a part hereof, and all overriding royalty interests, mineral interests, and all other interests in any way related to the wells and interests described in Exhibit "A" hereto, including, but not limited to, the facilities, equipment and other fixtures or personal property located thereon and/or presently used in the operation of such wells or on lands pooled or unitized therewith and all agreements, rights-of-way, easements, licenses and orders pertaining thereto, whether or not such Interests are correctly or sufficiently described or set forth in, or a description thereof is omitted from such Exhibit "A".

TO HAVE AND TO HOLD, all and singular, the Interests unto Assignee, its successors in title and assigns, forever, subject however, to the following:

This Assignment is subject to the following matters and Assignee assumes all obligations and liabilities attributable thereto and arising subsequent to September 1, 1991, (the "Effective Date") from:

a) the terms, provisions, covenants and royalties set forth in leases related to the Interests and the pooling, communitization and unitization agreements or orders related thereto;

b) the terms and conditions of all existing valid orders, rules and regulations and ordinances of Federal, State and other governmental agencies;

c) any valid and subsisting oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, insofar and only insofar as the same are appurtenant to or related to the Interests;

d) the terms and conditions contained in the joint operating agreements and unit operating agreements, if any, which cover and affect any of the Interests; and

e) all rights, duties and obligations arising from or pursuant to, the terms and conditions of any prospect agreements, any existing or executory farmout agreements, farmin agreements, letter agreements, contracts or other agreements which relate to any of the Interests.

236671

RECORDED April 2 AT 9:35 P
IN BOOK 88 Orig (Vol) PAGE 357
FEES $ 12.00 Mary D. Dinkel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Likiel

The reference herein to the above-described matters shall not, however, create nor constitute a recognition of any rights in third parties.

THIS ASSIGNMENT IS EXECUTED BY ASSIGNEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL HAVE INSPECTED THE PROPERTY AND PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION.

Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittance and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns that all of the respective rights and interests herein and hereby granted or intended to be granted are granted.

All of the terms, provisions, covenants and agreements herein contained shall extend to and be binding upon the parties hereto, their respective representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed or caused ths Assignment to be executed on this 25th day of February, 1992, but effective for all purposes as of the Effective Date.

ATTEST:

Secretary

ASSIGNOR:

ROCKY MOUNTAIN OILFINDERS, INC.

L. Clark Kiser, President

ASSIGNEE:

ATTEST:

Assistant Secretary

PRESIDIO EXPLORATION, INC.

Ed Kerr, Attorney-in-fact

8d:2018

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by L. Clark Kiser, President of Rocky Mountain Oilfinders, Inc., this 25th day of February, 1992

Witness my hand and official seal.

My commission expires:

9/11/92

Karen A. Stanton
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Ed Kirr of Presidio Exploration, Inc. this 16th day of March, 1992

Witness my hand and official seal.

My commission expires:

3.2.93

Gaylene A. McCreery
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain
Assignment, Bill of Sale and Conveyance
dated September 1, 1991,
from Rocky Mountain Oilfinders, Inc., Assignee
to Presidio Exploration, Inc., Assignor

Well Name	Location	Net Revenue WI BPO	Net Revenue WI APO
Webster Federal 10-27	T26N-R111W, 6th P.M. Section 27: NW/4 Sweetwater County, WY	4.13118	3.20128
Beck Federal 40-28	T26N-R111W, 6th P.M. Section 28: SE/4 Sweetwater County, WY	4.11148	3.16198
Esposito Federal 40-20	T28N-R111W, 6th P.M. Section 20: SE/4 ~~Sweetwater~~ Sublette County, WY	3.30488	2.08658

8d:2018.exa

361

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-125943

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street .
   City, State, ZIP Code

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar 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.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 5: Lots 1-4, S½S½ Section 6: Lots 1-5, SE¼SW¼, S½SE¼ Section 7: Lots 1-4, E½, E½W½ Section 18: Lots 1-4, E½, E½W½ Containing 1,839.37 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236637
RECORDED April 2 19 92 3:30 PM
IN BOOK E5m 0404 PAGE 361
FEES $ E. Coffman COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara A. Hunter

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands:

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

PART 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 [redacted] overriding royalty, payment out of production or other [redacted] interest, enter name and address of transferee and the filed with BLM, lease will be assigned for term
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, duration 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 assigned and the assignor portions, but does not change the terms and conditions of the lease necessary data for purposes of payment of annual rentals.

2. This information [redacted] used to create and maintain a record of oil and gas [redacted] 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]

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

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

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

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

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

My Commission Expires

Notary Public
P O Box 220
Casper, Wyoming 82602

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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.

363

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.
WYW-125944

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	
Township 28 North, Range 108 West, 6th P.M. Section 8: All	100.00%	100.00%	-0-	-0-	-0-
Township 29 North, Range 108 West, 6th P.M. Section 32: All Section 33: All					
Containing 1,920.00 acres, more or less Sublette County, Wyoming					

This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.

236638
RECORDED April 2 AT 92 3:30 PM
IN BOOK 80 OR M PAGE 363
FEES $ 8.00 Mary K Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Webber

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)

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 b, c, and if applicable, e. Also list assignee's interest conveyed. Also list assignee's
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 as the assigned 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 dealt with BLM, but will be assigned for record purposes only. No official assignment will be issued.

NOTICE [redacted]

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] Transfer to appropriate Federal agencies when conc[redacted]quired prior to granting a right in public lands or resources.

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC — STATE OF COLORADO

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires: _____

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor _____
K. V. Tholstrom, Vice President

ATTEST: _____
R. E. Zie, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

McMURRY OIL COMPANY

Assignee _____
John W. Martin, President

ATTEST: _____
W.N. McMurry, 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.

365

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. 251-359)
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-125945

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street .
   City, State, ZIP Code

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 15: All Section 20: All Section 21: All Section 22: S½ Containing 2,240.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236639

RECORDED April 2 AD 92 2:30 PM
IN BOOK 80 Oil & Gas PAGE 365
FEES $ 5.00 Mary A. Lamphere 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 effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(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 minimally sign 3 original copies and the assignee(s) must minimally 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) minimally signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment [redacted] this one assignee, enter each assignee's name and [redacted] columns d, e, [redacted] assignment. Also [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, submit 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 segment and the assigned portion, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or [redacted] types of transfers must be filed with BLM, but will be assigned for re[redacted] in copy. No offi-

NOTICE [redacted] [redacted] transfer to appropriate Federal agencies when con[redacted]quired prior to granting a right in public lands or resources

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.

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of *PRESIDIO EXPLORATION, INC.*, a Colorado corporation.

WITNESS my hand and official seal.

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

(SEAL)

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

Notary Public
P O Box 220
Casper, Wyoming 82602

(SEAL)

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

My Commission Expires: [illegible]

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. G. Ley, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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 3000-3
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-125946

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 17: All Section 22: N½ Section 23: All Containing 1,600.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236640

RECORDED April 2 AD 92 3:30 PM
IN BOOK E-81 Oil & Gas PAGE 367
FEES $ E. Mary A. Lankford 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)

PART C: GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All persons to assignment must sign as follows: The assignor(s) must minimally sign 3 original copies and the assignee(s) must minimally 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) minimally 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 [redacted] two assignees, enter each assignee's name and [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 as to the assigned and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or [redacted] types of transfers must be filed with BLM, but will be assigned [redacted] fee only. No offi-

2. This information [redacted] ed to create and maintain a record of oil and gas [redacted] The adjudication of the assignee's rights to the [redacted]
geothermal lease activity

3. Response to this request is required to obtain benefit

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 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.

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires: _____

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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: R. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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.

369

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. 251-359)
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-125947

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 26: All Section 27: All Section 28: All Section 29: All Containing 2,560.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236641

RECORDED April 2 AD 92 3:30 PM
IN BOOK 56 OPR PAGE 369
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
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)

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 [redacted] one assignee, enter each assignee's name acro[redacted]
5. If any payment out of production or similar interest, 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 as of the segment and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or [redacted] type of transfer must be filed with BLM, but will be given [redacted]

2. This information [redacted] ed to create and maintain a record of oil and g[redacted] This adjudication of the assignee's rights to the a[redacted] 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.

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

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

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

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of *PRESIDIO EXPLORATION, INC.*, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

(SEAL)

JAMES W. CURRY - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Jan. 23, 1995

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires: _____

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
Assignor's Address

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

McMURRY OIL COMPANY

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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.

371

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-125948

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar 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.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 18: Lots 1-4, E½, E½W½ Section 20: All Containing 1,255.52 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236642

RECORDED April 2 19 92 3:30 PM
IN BOOK EE PAGE 371
FEES $ 5.00 Mary Dunbar COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany G. 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)

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 and the percentage of ownership. Also [illegible]
5. If any payment out of production or similar interest, assignments 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 assigned and the assigned portions, but does not change the terms and conditions of the lease respecting dates 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 for [illegible] purposes only. No official assignment will be given.

NOTICE [redacted] [redacted] Transfer to appropriate Federal agencies when con[redacted]required prior to granting a right in public lands or resources.

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.

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

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires: _____

[redacted] correct to the best of my knowledge and belief and are made in good faith

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor _____
K. V. Tholstrom, Vice President

ATTEST: _____
K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

McMURRY OIL COMPANY

Assignee _____
John W. Martin, President

ATTEST: _____
W. N. McMurry, Secretary

True 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.

313

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-125949

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street .
   City, State, ZIP Code

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E½, E½W½ Section 29: All Section 30: Lots 1-4, E½, E½W½ Section 31: Lots 1-4, E½, E½W½ Containing 2,530.80 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236643

RECORDED April 2 AD 92 3:31 PM
IN BOOK 88 OF M C PAGE 373
FEES $ 8.00 Mary A. Lankford 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 effective _____

☐ Assignment approved for attached land description

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

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

Tear

PART C: GENERAL INSTRUCTIONS

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 assignee [redacted] two assignees, enter each assignee's name and [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 interest lease creates separate record for the assigned and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or [redacted] types of transfers must be dealt with BLM, but will be assigned [redacted] only. No offi-

2. This information [redacted]ed to create and maintain a record of oil and ga[redacted] The adjudication of the assignee's rights to the [redacted] 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

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

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

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

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

PAMELA H. JOHNSON NOTARY PUBLIC STATE OF COLORADO (SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires: _____

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

McMURRY OIL COMPANY

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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 3000-3
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-125950

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 28: All Containing 640.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236644

RECORDED April 2 A.D. 19 92 3:30 P M
IN BOOK 66 PAGE 375
FEES $ 5.00
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 effective _____

☐ Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title)

_____
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

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 minimally sign 3 original copies and the assignee(s) must minimally 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) minimally 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 assignor [redacted] more than one assignee, enter each assignee's name and [redacted]
5. If any payment out of production or similar interest, 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, interest 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 assigned 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 interests [redacted] BLM, but will be assigned for [redacted] records.

[redacted] to create and maintain a record of oil and gas [redacted] The adjudication of the assignee's rights to the [redacted]

geothermal lease activity.

3 Response to this request is required to obtain benefit.

(2) Documentation for public information in support of n[illegible]ns made on land status records for the management, disposal, and use of p[illegible]c lands and resources

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 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.

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

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL) NOTARY PUBLIC STATE OF COLORADO

My Commission Expires: May 1, 1994

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

(SEAL) JAMES W. CURRY - Notary Public, County of Natrona, State of Wyoming, My Commission Expires Jan. 23, 1995

My Commission Expires:

Notary Public
P O Box 220
Casper, Wyoming 82602

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Ziol, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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.

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Form 3000-3
June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-125951

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 3, 4, S½SW¼ Containing 141.81 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236645

RECORDED April 2 19 92 3:30 PM
IN BOOK 211 Oil & Gas PAGE 377
FEES $ 8.00 Mary A. Dinkel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethann C. Wilkins

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

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 nonmally sign 3 original copies and the assignee(s) must nonmally 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) nonmally signed copy of this form. The nonrefundable 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 25 in column b, 5% in column c, and 15% in column d.
4. If assignment [redacted] one assignee, enter each assignee's name, address
5. If any payment out of production or similar interest, arrangement or payment 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, interest 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.

Overriding royalty, payment out of production or oth[redacted]pes of interests must be filed with BLM, but will be approved [illegible]

NOTICE [redacted] Transfer to appropriate Federal agencies when co[redacted] required prior to granting a right in public lands or resources

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.

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

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of *PRESIDIO EXPLORATION, INC.*, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

Notary Public
P O Box 220
Casper, Wyoming 82602

(SEAL)

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

My Commission Expires:

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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Zieh, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

McMURRY OIL COMPANY

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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.

378

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-125952

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar 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.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 13: All Section 14: All Section 23: All Section 24: All Containing 2,560.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236647
RECORDED April 2 AD 19 92 3:30 P M
IN BOOK 86 Misc PAGE 379
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Becky J. 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 minimally sign 3 original copies and the assignee(s) must minimally 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) minimally 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, address
5. If any payment out of production or similar interest, 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, submit a statement giving full details as to amount, duration 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 lowest 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 type of interest must be filed with BLM, but will be assigned for record purposes only. No obli-

NOTICE [redacted]

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] ansfer to appropriate Federal agencies when concu[redacted]quired prior to granting a right in public lands or resources.

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires:

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor K. V. Tholstrom, Vice President

ATTEST K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800; P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (ZIP Code)

Executed this 11th day of March

Assignee McMURRY OIL COMPANY

John W. Martin, President

ATTEST W. N. McMurry, 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.

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381

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-125953

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description (Address space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest: Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests: Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 15: W½ Section 22: All Containing 960.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236648
RECORDED April 2 1992 .5:30 PM
IN BOOK E6 n CR Lease PAGE 361
FEES $ E. Mary & Darlyn L
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Bethany McCracken

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 minimally sign 3 original copies and the assignee(s) must minimally 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 for separate tracts and assignor's lease interest [illegible]
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 interest lands creates separate leases of the assigned and the assignor 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 interests [illegible]

geothermal leases at [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 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] [redacted]

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

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

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

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires:

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor

K. V. Tholstrom, Vice President

ATTEST

K.C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800; P.O. Box 6525

(Assignor's Address)

Englewood, Colorado 80111-6525

(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee McMURRY OIL COMPANY

John W. Martin, President

ATTEST

W. N. McMurry, 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.

383

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 Accquired 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-125954

Lease Effective Date
(Anniversary Date)
January 1, 1992

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street .
   City, State, ZIP Code

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 25: All Containing 640.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236649
RECORDED April 2 AT 9:30 AM
IN BOOK 88 Misc PAGE 383
FEES $8.00 Mary A. Lankford 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)

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 minimally sign 3 original copies and the assignee(s) must minimally 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) minimally 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 [redacted] enter each assignee's name and [redacted]
5. If any payment out of production or similar interest, arrangement or payment 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 lease as to the assigned and the assignor portions, but does not change the terms and conditions of the lease nor extend the anniversary date for purposes of payment of annual rentals.
9. Overriding royalty, payment out of production or [redacted] types of interests must be filed with BLM, but will be assigned form [redacted] records. No obli-

2 This information [redacted] ed to create and maintain a record of oil and ga[redacted] The adjudication of the assignee's rights to the u[redacted]rces.
geothermal lease[redacted]

3 Response to this request is required to obtain benefit

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 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

(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.

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.

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

Tear — Tear — Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires:

[illegible] 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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Zieh, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, Secretary

True 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.

385

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-5627-B

Lease Effective Date
(Anniversary Date)
May 1, 1967

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	Of Record

236650
RECORDED April 2 19 92 3:30 PM
IN BOOK 86 OF M PAGE 385
FEES $ 8.00 Mary L. Lankford 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 persons in assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment [redacted] two assignees, enter each assignee's name and [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 as to the assigned and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or [redacted] types of transfers must be filed with BLM, but will be assessed for a [redacted] fee only. No addi-

2. This information [redacted] to assure and maintain a record of all oil and gas/ [redacted] The submission of the assignee's rights to the [redacted] ces.

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.

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

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

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

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

Tear

Tear

Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC

(SEAL)

My Commission Expires: May 1, 1994

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

My commission Expires: _____

Notary Public
P O Box 220
Casper, Wyoming 82602

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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.

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Form 3000-3a
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.

W-5627-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: McMURRY OIL COMPANY
   City, State, ZIP Code: P.O. Box 220, Casper, Wyoming 82602

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

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

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

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

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 9: All Containing 640.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	Of Record

236651

RECORDED April 2 19 92 3:30 P M
IN BOOK 331 OF Misc PAGE 387
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Co. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

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

3. In Item No. 2 of Part [redacted] lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, [redacted] enter the interest expressed as a percentage of total interest in the lease.

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 transfer [redacted] be filed with BLM, but will be accepted for record [redacted] No approval will be given.

PAPERWORK [redacted]ON ACT STATEMENT

1. This information is being collected pursuant to the law

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

3. Response to this request is required to obtain benefit

NOTICE

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

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

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

ROUTINE USES:

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

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

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

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

(SEAL)

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

Notary Public
P O Box 220
Casper, Wyoming 82602

(SEAL)

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

Executed this 30th day of January, 19 92

Name of Transferor PRESIDIO EXPLORATION, INC.

Transferor
K. V. Tholstrom, Vice President

ATTEST:
K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Transferor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 19 92

Transferee McMURRY OIL COMPANY
John W. Martin, President

ATTEST:
W. N. McMurry, 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.

SEE

389

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-57521

Lease Effective Date
(Anniversary Date)
February 1, 1977

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1-4, S½S½ Section 3: Lots 1-4, S½S½ Section 4: Lots 1-4, S½S½ Section 10: All Section 11: All Containing 2,229.96 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	7.5%

236652

RECORDED April 2 AT 2:30 P M
IN BOOK E88 Orig PAGE 389
FEES $ E.C. Hay COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Barbara C. Hitchcock

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

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 a, b, and if more than one assignee, enter the interest
5. If any payment out of production or similar interest, arrangement or payment have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, submit 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 purpose 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 offi-

NOTICE [redacted] [redacted] Transfer to appropriate Federal agencies when con[redacted]required prior to granting a right in public lands or resources.

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.

(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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

PAMELA K. JOHNSON NOTARY PUBLIC STATE OF COLORADO (SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My commission expires:

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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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.

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Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-100902

Lease Effective Date
(Anniversary Date)
August 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 34: All Section 35: All Containing 1,280.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	5.0%

236653

RECORDED April 2 19 92 3:30 PM
IN BOOK 281 OR Y Page 391
FEES $ 5.00 Mary A. Lythgoe COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Whitehead

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

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 payments, 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[illegible] in b, 5% in column c, and 15% in column d.
4. If assignment [redacted] one assignee, enter each assignee's name and [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, recipient 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 as the assignor and the assignee partners, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or [redacted] types of transfers must be filed with BLM, but will be assessed [illegible] entry. No official

2. This information is required to create and maintain a record of oil and ga[redacted] The adjudication of the assignee's rights to the m[redacted]ees.
geothermal lease holdings.

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 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.

(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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My [illegible]

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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Vail, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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.

393

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-102899

Lease Effective Date
(Anniversary Date)
August 1, 1986

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 27: All Containing 640.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	5.0%

236654

RECORDED April 2 AT 2:30 PM
IN BOOK 281 OR & L PAGE 393
FEES $ 8.00 Mary K. Lankford 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 persons an assignment must sign as follows: The assignor(s) must minimally sign 3 original copies and the assignee(s) must minimally 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 c., 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 overriding royalty owners on reverse of this form or on a separate
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 as the segment 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 examined for record purposes only. No official approval will be given.

NOTICE [redacted]

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] sier to appropriate Federal agencies when concurr[redacted]red prior to granting a right in public lands or resources.

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

My Commission Expires: May 1, 1994

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

My Commission Expires

Notary Public
P O Box 220
Casper, Wyoming 82602

certify that the statements made herein by me are true, complete, and correct to the

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor

K. V. Tholstrom, Vice President

ATTEST:

K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525

(Assignor's Address)

Englewood, Colorado 80111-6525

(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

Assignee McMURRY OIL COMPANY

John W. Martin, President

ATTEST:

W. N. McMurry, 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 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
W-90686

Lease Effective Date
(Anniversary Date)
February 1, 1985

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 1-7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 8: All Section 18: Lots 1-4, E½, E½W½ Containing 1,965.35 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	5.0%

236655
RECORDED April 2 AT 9:53 P M
IN BOOK E Misc Rec PAGE 395
FEES $ 8.00 Mary R. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany J. 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)

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 a, 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[redacted] a, 5% in column c, and 15% in column d.
4. If assignment [redacted] one assignee, enter each assignee's lease interest [redacted] pro rata basis.
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 amounts, method of payment, and other pertinent terms as required 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 lessee lands creates separate leases out of the assigned and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or sub[redacted] pro rata type of transfers may be filed with BLM. Instruments creating overriding royalty, payment out of production or other similar interests or payments must be filed with the Minerals Management Service, Royalty Management Program, P.O. Box 5760, Denver, Colorado 80217.

2. This information [redacted] ed to create and maintain a record of oil and gas [redacted] The adjudication of the assignee's rights to the s[redacted]ees.
geothermal lease [illegible]

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 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.

(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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of *PRESIDIO EXPLORATION, INC.*, a Colorado corporation.

WITNESS my hand and official seal.

PAMELA M. JOHNSON NOTARY PUBLIC COLORADO

(SEAL)

My Commission Expires: May 1, 1994

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

[illegible] 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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Zell, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

McMURRY OIL COMPANY

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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

316

397

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-104178

Lease Effective Date
(Anniversary Date)
June 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

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 107 West, 6th P.M. Section 9: All Section 10: All Section 15: All Section 18: Lots 1-4, E½, E½W½ Containing 2,548.20 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236656
RECORDED April 2 19 92 3:32 PM
IN BOOK Lease H-1 PAGE 397
FEES $ 5.00 Mary K. Lankford 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)

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 a, e, and f (see instructions [illegible]).
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 interest leads creates separate leases of the assigned and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of assessed 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 assignment will be given

3 Response to this request is required to obtain benefit.

NOTICE [redacted]

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.

records for the management, disposal, and use of public lands and resources

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

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL) NOTARY PUBLIC

My Commission Expires: May 1, 1994

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

My commission expires:

Notary Public
P.O. Box 220
Casper, Wyoming 82602

R. C. Ziel, Assistant Secretary
5613 DTC Parkway, Suite 800, P.O. Box 6525

W. N. McMurry, Secretary

(Assignor's Address)
Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

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.

3/12

399

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-106728

Lease Effective Date
(Anniversary Date)
July 1, 1985

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 109 West, 6th P.M. Section 29: All Section 31: Lots 1-4, E½, E½W½ Containing 1,308.82 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	5.0%

236657

RECORDED April 2 AD 92 3:30 PM
IN BOOK EE on Page 399
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
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)

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 [redacted] one assignee, enter each assignee's name across columns d, e, and f next to the respective interest being conveyed. Also list assignor
5. If any payment out of production or similar interest, 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 as to the assigned and the assignor portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

[redacted] overriding royalty, payment out of production or other [redacted] as of transfer must be filed with BLM, but will be assigned for record [redacted] only. No official approval will be given.

2. This information [redacted] is to create and maintain a record of oil and gas/ [redacted] 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.

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

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

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of *PRESIDIO EXPLORATION, INC.*, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires:

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor

K. V. Tholstrom, Vice President

ATTEST:

K. C. Zirk, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525

(Assignor's Address)

Englewood, Colorado 80111-6525

(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

Assignee

McMURRY OIL COMPANY

John W. Martin, President

ATTEST:

W. N. McMurry, 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.

4/00

401

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-82288

Lease Effective Date
(Anniversary Date)
February 1, 1983

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 15: E½ Containing 320.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	5.0%

236658

RECORDED April 2 AT 2:30 P.M.
IN BOOK E-3 Oil & Gas PAGE 401
FEES $ 5.00 Mary D. Urbigkit COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany D. 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 act 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% [illegible] interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment [redacted] to one assignee, enter each assignee's name across [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 amounts, 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 renewal and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or oth[redacted] ype of transfers must be dealt with BLM, but will be necessary for [redacted] No offi

2. This information [redacted] d to create and maintain a record of oil and gas/ [redacted] The adjudication of the assignee's rights to the [redacted] 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.

(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 Year

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

My Commission Expires: May 1, 1994

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

My Commission Expires:

Notary Public
P O Box 220
Casper, Wyoming 82602

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 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. G. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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 3000-3
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-107206

Lease Effective Date
(Anniversary Date)
October 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

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved / or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 12: All Section 13: All Section 24: All Containing 1,920.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	5.0%

236659

RECORDED April 3, 19 93 3:30 PM
IN BOOK 88M of O & G PAGE 403
FEES $ 8.00 Mary A. Lankford 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 [redacted] one assignee, enter each assignee's name and [redacted]
5. If any payment out of production or similar interest, 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 assigned and the assignor portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or o[redacted]ypes of transfers must be filed with BLM, but will be assessed for a[redacted]ee. No offi-

2. This information [redacted] to create and maintain a record of oil and gas/ [redacted] The adjudication of the assignee's rights to the [redacted] geothermal lease [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 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.

(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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO (SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires:

[illegible] all 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 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Zieb, Assistant Secretary

5613 DTC Parkway, Suite 800 or P.O. Box 6525
(Assignor's Address)
Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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 3000-3
(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-100901

Lease Effective Date
(Anniversary Date)
October 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

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following described lands or interest in lands:

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 108 West, 6th P.M. Section 14: N½, N½SW¼, SE¼SW¼, SE¼ Containing 600.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	5.0%

236660

RECORDED April 2, 19 92, 3:30 PM
IN BOOK 88 OR PAGE 405
FEES $ 8.00 Mary D. Lankford 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)

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 in accordance with (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter 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 assignor [redacted] to more than one assignee, enter each assignee's name [redacted] columns d [redacted] to the remaining interest retained by assignor. Also list a
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 as of the assignment and the assigned portion, 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 [redacted] purposes only. No official assignment will be given.

2. This information [redacted] ed to create and maintain a record of oil and ga[redacted]) The adjudication of the assignee's rights to the land or resources. [redacted] potential lease activity.

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 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.

(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.

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.

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC SEAL COLORADO

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona — State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires:

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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K.V. Tholstrom, Vice President

ATTEST: K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee: McMURRY OIL COMPANY

John W. Martin, President

ATTEST: W. N. McMurry, 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 3000-3
(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-118151

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

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 1: Lots 1-4, S½S½ Containing 324.68 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236661

RECORDED April 2 AD 19 3:30 P M
IN BOOK E&M of M L Cy PAGE 407
FEES $ 8.00 Mary D. Dalyford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Eckhart

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

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 conveyed 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 [redacted] a one assignee, enter each assignee's name across
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 amounts, 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.

Overriding royalty, payment out of production or oth[redacted]es of transfers must be filed with BLM, but will be accepted for rec[redacted] only. No offi-

2. This information [redacted] ed so create and maintain a record of oil and ga[redacted]) The [illegible]adjudication of the assignee's rights to the s[redacted]urces.
geothermal [illegible]

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

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

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

NOTICE

The Privacy Act of 1974 and the regulation in 43 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.

(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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of *PRESIDIO EXPLORATION, INC.*, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires:

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of on[illegible]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 overridin[illegible] royalties (43 CFR 3241

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

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor K. V. Tholstrom, Vice President

ATTEST: R. G. Zidl, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

McMURRY OIL COMPANY

Assignee John W. Martin, President

ATTEST: W. N. McMurry, Secretary

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

418

409

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-118152

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

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 19: Lots 1-4, E½, E½W½ Section 30: Lots 1-4, E½, E½W½ Section 31: Lots 1-4, E½, E½W½ Containing 1,880.23 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236662

RECORDED April 2 19 92 3:30 PM
IN BOOK 88 m Oil & Gas PAGE 409
FEES $ 8.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Arbuckle

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

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-[illegible] of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment [illegible] in one assignee, enter each assignee's name across [illegible]
5. If any payment out of production or similar interest, 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 assigned and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.

Overriding royalty, payment out of production or [illegible] use of transfers must be filed with BLM, but will be assigned for [illegible]. No offi-

Tear

Tear

2. This information [redacted] to create and maintain a record of oil and gas/[redacted] The adjudication of the assignee's rights to the use of resources, 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.

(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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P.O Box 220
Casper, Wyoming 82602

My commission Expires: _____

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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Ziel, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

McMURRY OIL COMPANY

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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.

411

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-118153

Lease Effective Date
(Anniversary Date)
December 1, 1989

New Serial No.

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 108 West, 6th P.M. Section 25: All Section 33: All Section 34: All Section 35: All Containing 2,560.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236663

RECORDED April 2 19 92 3:30 P M
IN BOOK 88 PAGE 414
FEES $ 5.00 Mary A. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Bethany C. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands:

☐ Assignment approved for attached land description

Assignment approved 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 minimally sign 3 original copies and the assignee(s) must minimally 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) minimally 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

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 amounts, interest of payments, 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 assigned 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 assigned for record purposes only. No offi-

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] Transfer to appropriate Federal agencies when conc[redacted]quired 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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

(SEAL)

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

Notary Public
P O Box 220
Casper, Wyoming 82602

(SEAL)

My commission expires:

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 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. C. Hall, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525

(Assignor's Address)

Englewood, Colorado 80111-6525

(City) (State) (Zip Code)

Executed this 11th day of March, 1992

McMURRY OIL COMPANY

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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.

413

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-118154

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

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 108 West, 6th P.M. Section 9: All Section 17: All Containing 1,280.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236664
RECORDED April 2 '92 2:32 PM
IN BOOK 88 MISC. PAGE 413
FEES $ 6.00 Mary K. Lindholm 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 effective _____

☐ Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title)

_____
(Date)

Tear

PART C: GENERAL INSTRUCTIONS

Tear

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For columns b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment [redacted] one assignee, enter each assignee's name acror[redacted] columns d, e, [redacted] the respective i[redacted] being conveyed. Also list name[redacted] and addresses of any previously unreported assignees of interest of this form on
5. If any payment out of production or similar interest, 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 o[redacted]roduction or other similar types of transfers must be filed with BLM, but will be accepted for re[redacted] its only. No official approval will be given.

2 This information [redacted] is to create and maintain a record of oil and gas [redacted] 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] 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 assignments may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear — Tear — Tear

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My commission Expires: _____

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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor: K. V. Tholstrom, Vice President

ATTEST: K. D. Zie, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

McMURRY OIL COMPANY

Assignee: John W. Martin, President

ATTEST: W. N. McMurry, 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.

4/5

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-118163

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

   McMURRY OIL COMPANY
   P.O. Box 220
   Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 20: All Section 21: All Section 28: All Containing 1,920.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236665

RECORDED April 2 AD 3:30 PM
IN BOOK BBM at Page 415
FEES $ E. Ann Mary D. Pinkerton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Dep. Secretary 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)

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, address
5. If any payment out of production or similar interest, arrangement or payment 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 lowest lease 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 offi-

[redacted] [redacted] [redacted]

NOTICE [redacted]

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] transfer to appropriate Federal agencies when conc[redacted]equired 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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by K. V. THOLSTROM, Vice President and General Manager, of *PRESIDIO EXPLORATION, INC.*, a Colorado corporation.

WITNESS my hand and official seal.

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

Notary Public
P O Box 220
Casper, Wyoming 82602

(SEAL) JAMES W. CURRY - Notary Public, County of Natrona, State of Wyoming, My Commission Expires Jan. 23, 1995

My commission expires: _____

For geothermal assignments, an overriding royalty may not be less than one-fourth of the lease royalty or the difference between the lease royalty and the 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 January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor _____
K. V. Tholstrom, Vice President

ATTEST: _____
K. G. Zief, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of MARCH, 1992

Assignee _____
John W. Martin, President

ATTEST: _____
W. N. McMurry, 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.

417

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-118164

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

McMURRY OIL COMPANY
P.O. Box 220
Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 109 West, 6th P.M. Section 26: All Section 27: All Containing 1,280.00 acres, more or less Sublette County, Wyoming This Assignment is subject to that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.	100.00%	100.00%	-0-	-0-	-0-

236666

RECORDED April 2 BY 9 3:30 PM
IN BOOK Misc Cred & Lien PAGE 417
FEES $ 8.00 Mary L. Lindsey 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 owner 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 lease conveyed. Also list assignee
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 lessee lands creates separate leases out of the assigned 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.

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] Transfer to appropriate Federal agencies when [redacted] required prior to granting a right in public lands or resources.

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

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

Tear Tear Tear

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

NOTARY ACKNOWLEDGMENT

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of January, 1992, by **K. V. THOLSTROM**, Vice President and General Manager, of ***PRESIDIO EXPLORATION, INC.***, a Colorado corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC ... STATE OF COLORADO

(SEAL)

Notary Public
5613 DTC Parkway, Suite 800
P.O. Box 6525
Englewood, Colorado 80155-6525

My Commission Expires: May 1, 1994

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My commission expires: _____

[redacted] herein or file are true, complete, and correct to the best of my knowledge and belief and are made in good faith

Executed this 30th day of January, 19 92

Name of Assignor as shown on current lease: PRESIDIO EXPLORATION, INC.

Assignor _____
K. V. Tholstrom, Vice President

ATTEST: _____
K. G. Zeh, Assistant Secretary

5613 DTC Parkway, Suite 800, P.O. Box 6525
(Assignor's Address)

Englewood, Colorado 80111-6525
(City) (State) (Zip Code)

Executed this 11th day of March, 1992

Assignee McMURRY OIL COMPANY

John W. Martin, President

ATTEST: _____
W. N. McMurry, 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.

419

236667

RECORDED April 2 AT 3:30 P
IN BOOK 88 Oil & Gas PAGE 419
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 87-00142, effective April 2, 19 87, described as follows:

Township 28 North, Range 108 West
Section 36: All

County Sublette Total Acres 640.00

ASSIGNOR, PRESIDIO EXPLORATION, INC.

with address at 5613 DTC Parkway, Suite 800, P.O. Box 6525
Englewood, Colorado 80155-6525,

being the owner of 100 percent undivided interest
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 28 North, Range 108 West
Section 36: All

for good and valuable consideration, hereby assigns to:

(1) McMURRY OIL COMPANY, assignee, with address at:
P.O. Box 220, Casper, Wyoming 82602, 100 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 100 percent of full leasehold interest), insofar as it covers the following described land:

Township 28 North, Range 108 West
Section 36: All

containing 640.00 acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: -0-,
subject to: that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company, and John L. Higgins, III.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease, substitute lease, or new lease issued in lieu thereof with full effect.

IN WITNESS WHEREOF, this instrument is signed this 28th day of February, 1992

WITNESS:

PRESIDIO EXPLORATION, INC.
Assignor - Lessee

By: K. V. Tholstrom
Title: K. V. Tholstrom
Vice President

Attest:

K. C. Ziel
Asst. Secretary K. C. Ziel

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 ARAPAHOE)

On this 28th day of February, 19 92, before me personally appeared K. V. Tholstrom, to me personally known, who, being by me duly sworn, did say that he is the Vice President of PRESIDIO EXPLORATION, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said K. V. Tholstrom acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 28th day of February, 19 92.

Linda L. Kuker
Notary Public

My Commission expires: May 1, 1994

Assignment approved by the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 87-00142

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

ASSIGNEE CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ____ Individual

____ General Partnership

____ Limited Partnership

_X_ Corporation.

Assignee agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

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

McMURRY OIL COMPANY

Address: P.O. Box 220

Casper, Wyoming 82602

Telephone: (307) 473-2033

McMURRY OIL COMPANY

Assignee's Signature John W. Martin
President

P.O. Box 220, Casper, Wyoming 82602
Assignee's Address

Assignee's Signature

Assignee's Address

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 11th day of March 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

Notary Public
P O Box 220
Casper, Wyoming 82602

My commission Expires: 01/23/95

[redacted]

236668

RECORDED April 2 [redacted] 82 P
IN BOOK 88 on 0+8 PAGE 422
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 37-00574, effective December 2, 19 37, described as follows:

Township 29 North, Range 109 West
Section 16: All

County Sublette Total Acres 640.00

ASSIGNOR, PRESIDIO EXPLORATION, INC.

with address at 5613 DTC Parkway, Suite 800, P.O. Box 6525
Englewood, Colorado 80155-6525,
being the owner of 100 percent undivided interest
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

Township 29 North, Range 109 West
Section 16: All

for good and valuable consideration, hereby assigns to:

(1) McMURRY OIL COMPANY, assignee, with address at:
P.O. Box 220, Casper, Wyoming 82602, 100 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 100 percent of full leasehold interest), insofar as it covers the following described land:

Township 29 North, Range 109 West
Section 16: All

containing 640.00 acres, more or less, and retaining -0- percent interest in this lease and reserving unto assignor overriding royalty interest of: -0-,
subject to: that certain Lease Participation Agreement dated December 3, 1991, by and among Presidio Exploration, Inc., McMurry Oil Company and John L. Higgins, III.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease, substitute lease, or new lease issued in lieu thereof with full effect.

423.

IN WITNESS WHEREOF, this instrument is signed this 28th day of February, 19 92

WITNESS:

PRESIDIO EXPLORATION, INC.
Assignor - Lessee

By: K. V. Tholstrom

Title: K. V. Tholstrom
Vice President

Attest:

K. C. Ziel
Asst. Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of _____)
) ss.
County of _____)

On this _____ day of _____, 19 ___, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this _____ day of _____, 19___.

_____
Notary Public

My Commission expires: _____

ACKNOWLEDGEMENT (For use by Corporation)

State of COLORADO)
) ss.
County of ARAPAHOE)

On this 28th day of February, 19 92, before me personally appeared K. V. Tholstrom, to me personally known, who, being by me duly sworn, did say that he is the Vice President of PRESIDIO EXPLORATION, INC. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said K. V. Tholstrom acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 28th day of February, 1992.

Notary Public

My Commission expires: May 1, 1994

Assignment approved by the Commissioner of Public Lands: _____

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 7-00574

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

ASSIGNEE CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ___ Individual

___ General Partnership

___ Limited Partnership

_X_ Corporation.

Assignee agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

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

McMURRY OIL COMPANY

Address: P.O. Box 220

Casper, Wyoming 82602

Telephone: (307) 473-2033

McMURRY OIL COMPANY

Assignee's Signature John W. Martin
President

P.O. Box 220, Casper, Wyoming 82602
Assignee's Address

MARCH 11, 1992

Assignee's Signature

Assignee's Address

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before this 11th day of March, 1992, by John W. Martin, President, of McMURRY OIL COMPANY, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

James W. Curry
Notary Public
P O Box 220
Casper, Wyoming 82602

My Commission Expires: 01/23/95

425.

WELLBORE ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective March 1, 1992 (the "*Effective Date*"), *PRESIDIO EXPLORATION, INC.*, 5613 DTC Parkway, Suite 800, P. O. Box 6525, Englewood, Colorado 80155-6525, (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 *McMURRY OIL COMPANY*, whose mailing address is P. O. Box 220, Casper, Wyoming 82602 (hereinafter "*Assignee*"), all of Assignor's right, title and interest in and to the wellbore (the "*wellbore*") of the Mohr Federal #10-8 well (the "*Well*") located 1197' FNL and 1414' FWL (in the NW/4) of Section 8, Township 28 North, Range 110 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. 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.

2. 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 24th day of March, 1992.

ASSIGNOR:

PRESIDIO EXPLORATION, INC.

ATTEST:

K. C. ZIEG, Assistant Secretary

BY _____
K. V. THOLSTROM, Vice President

ASSIGNEE:

McMURRY OIL COMPANY

ATTEST:

W. N. McMURRY, Secretary

BY _____
JOHN W. MARTIN, President

ACKNOWLEDGMENTS

STATE OF COLORADO)
) §
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 24th day of March, 1992, by K. V. THOLSTROM as Vice President of PRESIDIO EXPLORATION, INC., a Colorado corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My Commission expires:

Notary Public

STATE OF WYOMING)
) §
COUNTY OF)

The foregoing instrument was acknowledged before me this 24 day of March, 1992, by JOHN W. MARTIN as President of McMURRY OIL COMPANY, a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal. Notary Public

My Commission expires: County of Natrona, State of Wyoming, My Commission Expires Jan. 23, 1995

Notary Public

c:\forms\mcmurry.bo

RECORDED April 2 AD 3:30 PM
IN BOOK 66 PAGE 425
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
236669

QUITCLAIM CONVEYANCE OF OIL AND GAS PROPERTIES AND BILL OF SALE

THIS QUITCLAIM CONVEYANCE OF OIL AND GAS PROPERTIES AND BILL OF SALE ("Conveyance"), dated effective February 1, 1992 (the "Effective Date"), is made by ALPHA-OMEGA PARTNERS, a Texas general partnership, whose address is 719 Sawdust Road, Suite 107, The Woodlands, Texas 77380, ("Transferor"), and CHANDLER & ASSOCIATES, INC., a Colorado Corporation, whose address is 1850 Anaconda Tower, 555 17th Street, Denver Colorado 80202 ("Transferee").

WITNESSETH:

Transferor, 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, hereby quitclaims, sells, assigns and transfers unto Transferee, its successors and assigns forever, without warranty or covenant of title, express or implied, the following:

A. All present right, title and interest of Transferor in and to what are commonly referred to as the "Mickelson Creek" and "Ote Creek" units and properties, including but not limited to, all present right, title and interest of Transferor in, to and under the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, including, but not limited to, all leasehold (working interest) rights, overriding royalty interests, royalty interests, carried working interests, net profits interests and currently held reversionary rights and all rights incident and appurtenant thereto; and

B. All right, title and interest of Transferor in, to and under or derived from all currently (as of the Effective Date) 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 contracts, agreements and instruments, whether or not described or referred to in Exhibit "A" hereto INSOFAR AND ONLY INSOFAR as the same directly relate to or are appurtenant to the interests referred to in subparagraph A above, and the exploration for and the production, processing or marketing of oil, gas and/or other minerals from such interests or other interests or lands presently pooled, unitized or communitized therewith; and

C. All right, title and interest of Transferor in, to and under or derived from all presently (as of the Effective Date) existing and effective oil and gas pooling (including, but not limited to, working interest pools), unitization and communitization agreements, declarations, designations and orders

236825

RECORDED April 16 IN 92-2:40 P M
IN BOOK E Eqn C 7-N/A PAGE 426
FEES $ 12.00 Mary L. Dinkel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and all oil and/or gas units created thereby or by other official acts of any federal, state or local governmental body or agency having jurisdiction, whether or not described or referred to in Exhibit "A" hereto, insofar as the same relate to and correspond to the interests described at subparagraph A above; and

D. All present right, title and interest of Transferor in and to all personal property, fixtures, structures, easements, permits, licenses, servitudes and rights-of-way of every character now or as of the Effective Date situated upon or appurtenant to, and used or held for use soley and directly in connection with the exploration, development or operation of the properties referred to in subparagraph A above, or of any unit, pooled area or communitized area that as of the Effective Date includes any such properties, for the production, treating, storing, transportation or marketing of oil, gas or other minerals, including, without limitation, all oil and gas wells, 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 other appurtenances.

The rights, titles and interests hereinabove referred to in subparagraphs A through D above are herein collectively called the "Conveyed Properties."

TO HAVE AND TO HOLD the Conveyed Properties unto said Transferee, its successors and assigns, subject to the terms, exceptions, reservations, provisions, covenants and agreements set forth above and below.

1. Transferee, by acceptance of this Conveyance, takes it subject to and hereby covenants and agrees to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Transferor relating to the Conveyed Properties effective as of or arising subsequent to the Effective Date, including, without limitation, the terms and conditions of all of the following: all matters or record; all valid recorded and unrecorded operating, unit, pooling and communitization agreements; all oil and gas lease terms (including any applicable implied covenants); 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 farmout and farmin agreements; all recorded and unrecorded area of mutual interest agreements; all recorded and unrecorded preferential purchase rights and valid reassignment rights held by third parties; and all other recorded and unrecorded agreements, contracts, orders and instruments of every kind relating to the Conveyed Properties,

including, but not limited to, those described or referred to in this Conveyance. Without limiting the generality of the foregoing, Transferee 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 Transferor to properly plug and abandon all wells (including, but not limited to, any temporarily abandoned wells) now or hereafter located on the lease lands described at Exhibit "A" hereto or leases and lands unitized, pooled, communitized or jointly operated therewith, and to remove all equipment and facilities and to restore the lease lands and the leases and lands unitized, pooled, communitized or jointly operated therewith. Furthermore, Transferee covenants and agrees, as of the Effective Date, to defend, indemnify and hold harmless Transferor and Transferor's predecessor(s) in interest to the Conveyed Properties (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 Transferee herein, and the operations and activities contemplated by this paragraph 1.

2. By acceptance of this Conveyance, Transferee acknowledges that Transferee has relied soley on the basis of its own independent investigation of the Conveyed Properties. Accordingly, Transferee agrees and hereby acknowledges that Transferor has not made, and TRANSFEROR HEREBY EXPRESSLY DISCLAIMS AND NEGATES (AND THIS CONVEYANCE IS MADE BY TRANSFEROR WITHOUT) ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO: (i) TITLE TO THE CONVEYED PROPERTIES (INCLUDING, BUT NOT LIMITED TO, THE OIL AND GAS LEASES) OR THE CONDITION OF THE CONVEYED PROPERTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PURPOSE, OR OF CONFORMING TO MODELS OR SAMPLES OF MATERIALS) AND (ii) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO TRANSFEREE BY OR ON BEHALF OF TRANSFEROR (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, SURFACE OR SUBSURFACE AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE DATE). Transferee covenants that Transferee has inspected the Conveyed Properties and accepts the same "AS IS" and "WHERE IS".

3. This Conveyance shall be binding upon the inure to the benefit of Transferor and Transferee, and their respective heirs, successors and assigns.

Executed on the dates contained in the acknowledgments of this Conveyance, to be effective for all purposes as of the Effective Date.

ALPHA-OMEGA, PARTNERS
("Transferor")

By: _____
Bruce P. Berlin
General Partner

By: _____
Michael Dubuisson
General Partner

THIS CONVEYANCE IS AGREED TO AND ACCEPTED BY:

ATTEST:

CHANDLER & ASSOCIATES, INC.

_____
Scott R. Ridl, Secretary

By: _____
Timothy L. Garnett, President

ACKNOWLEDGMENTS

STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was executed before me on the 10th day of April, 1992, by Timothy L. Garnett, President of Chandler & Associates, Inc., a Colorado Corporation, on behalf of said Corporation.

My Commission Expires:

June 21, 1992

_____
Notary Public in and for the State of Colorado
Anna Marie Preston

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was executed before me on the 7th day of April, 1992, by Bruce P. Berlin, General Partner of Alpha-Omega Partners, a Texas General Partnership, on behalf of said Partnership.

(Margaret C. Wingert)

My Commission Expires:

Feb. 17, 1993

Margaret C Wingert
Notary Public in and for the State of Texas.

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was executed before me on the 7th day of April, 1992, by Michael Dubuisson, General Partner of Alpha-Omega Partners, a Texas General Partnership, on behalf of said Partnership.

(Margaret C. Wingert)

My Commission Expires:

Feb. 17, 1993

Margaret C Wingert
Notary Public in and for the State of Texas.

EXHIBIT "A"
To Quitclaim Conveyance of Oil And Gas Properties and Bill of Sale

(effective February 1, 1992)

LIST OF PROPERTIES

I. Mickelson & Ote Creek Units, and Kirk Area
Sublette County, Wyoming

Federal and other Oil, Gas and Mineral Leaseholds, including those covering the following described lands in Sublette County, Wyoming:

1) T32N-R114W
Section 19: SW/4 NE/4, NW/4 SE/4, S/2 SE/4
Section 19: SE/4 NE/4, NE/4 SE/4

2) T32N-R114W
Section 17: SW/4 NW/4, NW/4 SW/4, S/2 SW/4
Section 18: E/2
Section 20: NW/4, N/2 SW/4
Section 17: NW/4 NW/4
Section 17: E/2, E/2 NW/4, NE/4 SW/4
Section 20: NE/4, N/2 SE/4

3) T32N-R114W
Section 20: S/2 SE/4
Section 20: S/2 SW/4

4) T32N-R114W
Section 29: NE/4, S/2
Section 32: N/2, E/2 SW/4, SE/4

5) T31N-R114W
Section 5: Lot 4, SW/4 NW/4, NW/4 SE/4, S/2 S/2
Section 8: NE/4, S/2
Section 17: N/2, SW/4, SE/4
Section 20: All

6) T32N-R114W
Section 7: Lots 1, 2, S/2 NE/4, SE/4

7) T33N-R114W
Section 22: NE/4 NE/4, S/2 NE/4, SE/4

8) T33N-R114W
Section 28: NE/4, S/2 NW/4, N/2 SE/4, SW/4 SE/4

9) T33N-R114W
Section 33: N/2 N/2, S/2 NW/4

10) T33N-R114W
Section 33: NW/4 SW/4, S/2 S/2

EXHIBIT "A", CONTINUED

11) T33N-R114W
Section 21: SW/4

12) T33N-R114W
Section 16: E/2

Including all agreements and matters pertaining thereto, as set out in this Instrument.

433

236828

RECORDED April 16 AD 92 3:00P M
IN BOOK BB on Orig Lease PAGE 433
FEES $ 16.00 Mary A. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Tchiker

FEDERAL 30-33

ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That SNYDER OIL CORPORATION, successor in interest to Snyder Oil Company, whose address is 1801 California Street, Suite 3500, Denver, Colorado 80202, and ISI NO. 1 LIMITED PARTNERSHIP, (collectively referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, convey, assign, transfer, set over and deliver unto Elmer L. Herbaly, 1515 Arapahoe St., whose address is 1350 Park Central Tower One, Denver, CO 80202 (hereinafter referred to as "Assignee"), effective as of the Effective Time (hereinafter defined), without warranty of title either express or implied, all of Assignor's right, title, and interest, including any and all overriding royalty interests, in and to the following:

(a) The oil, gas, and other mineral lease, rights and properties (including, but not limited to, any royalty, overriding royalty, net profits, or other interests) described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as "Said Lands");

(b) All presently existing and valid unitization, communitization and pooling agreements and the properties covered thereby and the units and pooled or communitized areas created thereby (including, but not limited, to all units formed under orders, regulations, rules, or other official acts of any federal, state, or other governmental agency) relating to any of Said Lands;

(c) All presently existing and valid oil, casinghead gas, and gas sales, purchase, exchange, and processing contracts and agreements, and all other contracts, agreements, and instruments relating to any of Said Lands;

(d) All improvements, easements, surface leases, permits, servitudes, rights-of-way and other interests appertaining to Said Lands and used in connection with the exploration, development or operation of the leases included therein; and

(e) All personal property, fixtures and improvements situated upon or used or held for use in connection with the production, treatment, storage or transportation of oil, gas, distillate, condensate, casinghead gas or other liquid or vaporous hydrocarbons or other minerals from Said Lands, including but not limited to the FEDERAL 30-33 WELL ("Said Well") located thereon and all other wells, tanks, boilers, buildings, plants, fixtures, machinery, and other equipment, pipelines, power lines, telephone and telegraph lines, roads and like personal property and fixtures.

The properties, rights and interests described in the foregoing paragraphs (a) through (e) shall be hereinafter collectively referred to as the "Subject Interests".

[redacted] [redacted] 1[redacted]3

Assignment of Oil and Gas Lease and Bill of Sale **FEDERAL 30-33**

TO HAVE AND TO HOLD the Subject Interests, together with all and singular the rights and privileges in any wise appertaining thereto, unto Assignee his legal representatives and assigns.

To the extent the Subject Interests conveyed hereby constitute personal property or fixtures, Assignor EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. ALL SUCH PERSONAL PROPERTY AND FIXTURES ARE BEING TRANSFERRED ON A "WHERE IS" AND "AS IS" BASIS.

The provisions of this Assignment shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Assignment is made subject to all the terms, conditions, and reservations set forth in the original leases and any and all intervening assignments of Said Lands or interest therein, including but not limited to reservations of overriding royalty and production payments together with any and all reassignment obligations heretofore imposed, and to all the terms and conditions of the agreements and contracts to which the leasehold hereby assigned is presently committed, including, but not limited to, unitization, communitization and pooling agreements, operating agreements, and gas purchase agreements.

BY ACCEPTANCE HEREOF, Assignee hereby covenants and agrees that Assignee has fully inspected or caused to be fully inspected Said Lands and personal property appurtenant thereto and used in connection with Said Lands and takes Said Lands and personal property thereon in an "AS IS" and "WHERE IS" condition and hereby covenants and agrees to hold Assignor harmless from any liability whatsoever which might arise due to operations on the above-described premises conducted by Assignee, his heirs or assigns in the future, including, but not limited to, any liability arising under any local, state, or federal environmental law. Assignee further agrees to accept all liability for properly plugging and abandoning Said Well in compliance with the statutes and regulations of the State of Wyoming and any applicable federal laws, and to obtain all necessary permits and bonds.

ISI NO. 1 LIMITED PARTNERSHIP, a Texas limited partnership, does hereby join in this Assignment for the purpose of transferring all of his interest created by that certain Conveyance of Net Profits Overriding Royalty Interest, dated November 7, 1989, recorded in Book 84, Page 396, of the Deed Records Sublette County, Wyoming. By such execution, the net profits overriding royalty interest conveyed is hereby merged into and shall be come part of the working interest hereby transferred.

Assignor gives Assignee full right and power of substitution and subrogation to all covenants and warranties previously given others or made in respect to Said Lease and Lands. Assignor also agrees to warrant title to Said Lands by, through, and under Assignor, but not otherwise.

This instrument may be executed in any number of counterparts, each of which will be considered an original for all purposes.

Assignment of Oil and Gas Lease and Bill of Sale **FEDERAL 30-33**

Executed this 29th day of January, 1992, but effective as of March 1, 1992 at 7:00 a.m., local time where Said Lands are located (the "Effective Time").

ATTEST:

ASSIGNOR:
SNYDER OIL CORPORATION
successor in interest to
Snyder Oil Company

By: _____
Assistant Secretary

By: _____
Terry L. Savage, Vice President

ATTEST:

ASSIGNOR:
ISI NO. 1 LIMITED PARTNERSHIP
By: Institutional Services, Inc.
Managing General Partner

By: _____
Assistant Secretary

By: _____
David W. Hays, President

ATTEST:

ASSIGNEE:
Elmer L. Herbaly
Elmer L. Herbaly

By: _____
Assistant Secretary

By: _____
Attorney

STATE OF)
)
COUNTY OF) **ss.**

On this 29th day of January, 1992, A.D., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Terry L. Savage to me known to be the identical person who subscribed the name of the maker thereof to the foregoing Instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Dorothy L. Callahan, Notary Public
1625 Broadway, Suite 2200
Denver, Colorado 80202

My commission expires:

June 7, 1993

[redacted] [redacted] [redacted]

Assignment of Oil and Gas Lease and Bill of Sale **FEDERAL 30-33**

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

On this 4th day of February, 1992, A.D., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared David W. Hays to me known to be the identical person who subscribed the name of the maker thereof to the foregoing Instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Sherri Roman
Notary Public

My commission expires:

1-7-95

SHERRI ROMAN
Notary Public
State Of Texas
My Comm. Exp. Jan. 7, 1995

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13 day of February 1992, A.D., personally appeared Karen Ralston Slade, Atty. in fact - Elmer L. Hesbaly known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

Ginny Appleby
Notary Public

My commission expires:

03-04-92

GINNY APPLEBY
Notary Public, State of Texas
My Commission Expires 3-04-92

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this _____ day of February, 1992, A.D., before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____
_____
_____
to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing Instrument as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____
Notary Public

My commission expires:

_____

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease and Bill of Sale effective March 1, 1992, between SNYDER OIL CORPORATION, successor in interest to Snyder Oil Company, et al, as Assignor, and Elmer L. Herbaly, as Assignee.

FEDERAL 30-33
Sublette County, Wyoming

SOCO Lease No:	573
Dated:	April 1, 1976
Lessor:	BLM USA #W-54137
Lessee:	Melvin Meester
Description:	**TOWNSHIP 27 NORTH, RANGE 111 WEST** INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS Section 33: NW/4SW/4

END OF EXHIBIT "A"

439

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 92-00189
PARCEL NO. 358
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

MC MURRY OIL CO. , 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:

160.00 Acres NE¼SW¼:S½SW¼:SW¼SE¼ Section 8, Twp. 27 N., Rg. 107 W., 6th P.M.

236847

RECORDED April 17 AT 92 2:35P
IN BOOK 88 MISC RECS PAGE 439
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Webber

County Sublette - Total Acres 160.00 - Advance Rental $ 160.00
($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 April, 1992 A.D.

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

By: _____
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY

_____
President

Address P O Box 220 City Casper

State Wyoming 82602 (Zip) Telephone No. 307-473-2033

[redacted]

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. [redacted]0136
PARCEL NO. 359
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

MC MURRY OIL CO. , 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 All Section 16, Twp. 27 N., Rg. 107 W., 6th P.M.

236848

RECORDED April 17 19 92 2:35P M.
IN BOOK 89 OR 99 PAGE 439A
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 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: McMURRY OIL COMPANY

John W. Hart
President

Address P O Box 220 City Casper

State Wyoming 82602 (Zip) Telephone No. 307-473-2033

440

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 92-00191
PARCEL NO. 360
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

MC MURRY OIL CO. , 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:

120.00 Acres N½NE¼:SE¼NE¼ Section 17, Twp. 27 N., Rg. 107 W., 6th P.M.

236849

RECORDED April 17 19 92 2:36 P M
IN BOOK 88 P+A PAGE 440
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

County Sublette - Total Acres 120.00 - Advance Rental $ 120.00
($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 April, 1992 A.D.

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

By: Howard M. [illegible]
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY

[illegible]
President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

[redacted] [redacted] [redacted]

[redacted]

Form Approved by the Board
and Effective March 1, 1982

[redacted]

LEASE NO. [redacted]00192

PARCEL NO. 361

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

MC MURRY OIL CO. , 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 All Section 36, Twp. 27 N., Rg. 107 W., 6th P.M.

236850

RECORDED April 17 19 92 2:35 PM
IN BOOK 88 OIL & GAS PAGE 441
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 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: McMURRY OIL COMPANY

[signature]
President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 473-2033

442

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 92-00193

PARCEL NO. 362

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

MC MURRY OIL CO. , 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 All Section 16, Twp. 28 N., Rg. 107 W., 6th P.M.

236851

RECORDED April 17 19 92 2:35 PM
IN BOOK 88 OIL & GAS PAGE 442
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 A.D.

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

BOARD OF COMMISSIONERS SEAL WYOMING

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

LESSEE: McMURRY OIL COMPANY
John W. Nault
President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

Form Approved [redacted] Board
and Effective March 1, 1982

[redacted]

LEASE NO. [redacted] 00154
PARCEL NO. 363
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

MC MURRY OIL CO. , 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:

40.00 Acres SE¼SE¼ Section 24, Twp. 28 N., Rg. 107 W., 6th P.M.

236852

RECORDED April 17 19 92 2:35P M.
IN BOOK 88 Misc Records PAGE 443
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

County Sublette - Total Acres 40.00 - Advance Rental $ 40.00
($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 April, 1992 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

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

LESSEE: McMURRY OIL COMPANY
[signature]
President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

444

LEASE NO. 92-00195

PARCEL NO. 364

FUND Common School

Form Approved by the Board
and Effective March 1, 1982

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

McMURRY OIL CO. , 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:

120.00 Acres E½NE¼:SE¼SE¼ Section 25, Twp. 28 N., Rg. 107 W., 6th P.M.

236853

RECORDED April 17 19 92 2:35 PM
IN BOOK 86 OR M PAGE 444
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

County Sublette - Total Acres 120.00 - Advance Rental $ 120.00
($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 April, 1992 A.D.

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

SEAL

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

LESSEE: McMURRY OIL COMPANY

President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

[redacted] [redacted] [redacted]

[redacted]

Form Approved by Board
and Effective March 1, 1982

LEASE NO. [redacted]-00196
PARCEL NO. 365
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

MC MURRY OIL CO. , 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 All Section 16, Twp. 29 N., Rg. 108 W., 6th P.M.

236854

RECORDED April 17 19 92 2:35P M
IN BOOK 88 of M Misc PAGE 445
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: Howard M. Tolman
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY
John Mart
President
Address P O Box 220 City Casper
State Wyoming (Zip) Telephone No. 307-473-2033

446

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 92-00197
PARCEL NO. 366
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

MC MURRY OIL CO.

, 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 S½ Section 16, Twp. 30 N., Rg. 108 W., 6th P.M.

236855

RECORDED April 17 19 92 1:35P M.
IN BOOK 86 Oil & Gas 10 PAGE 446
FEES $ 6.00 by L. Lubbock COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: Howard M. Pollman
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY

President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

[redacted] Board
Form Approved [redacted]
and Effective March 1, 1982

[redacted]

LEASE NO. [redacted]00136
PARCEL NO. 367
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

MC MURRY OIL CO. , 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 All Section 36, Twp. 30 N., Rg. 108 W., 6th P.M.

236856

RECORDED April 17 19 92 2:35P M
IN BOOK 88 Of M Page 447
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Lobker

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 April, 19 92 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: Howard M. [redacted]
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY
[redacted]
President
Address P O Box 220 City Casper
State Wyoming (Zip) Telephone No. 307-473-2033

447

448

LEASE NO. 92-00199

PARCEL NO. 369

FUND Common School

Form Approved by the Board
and Effective March 1, 1982

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

MC MURRY OIL CO. , 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 All Section 36, Twp. 29 N., Rg. 109 W., 6th P.M.

236857

RECORDED April 17 19 92 2:35PM
IN BOOK 88 012 PAGE 448
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: Howard W. Johnson
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY

President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

[redacted] [redacted] [redacted]

[redacted]

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. [redacted]0450
PARCEL NO. 370
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

MC MURRY OIL CO. , 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 All Section 36, Twp. 30 N., Rg. 109 W., 6th P.M.

236858

RECORDED April 17 19 92 2:35 PM
IN BOOK 88 OR PAGE 449
FEES $ 6.00 Mary L. Lubyak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: Howard W. Johnson
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY

President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

449

450

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. 92-00201
PARCEL NO. 371
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

MC MURRY OIL CO. , 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 All Section 16, Twp. 28 N., Rg. 110 W., 6th P.M.

236861

RECORDED April 17 19 92 2:35P M
IN BOOK 86 OPR PAGE 450
FEES $ 6.00 by Bethany A. Walker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 April, 1992 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: Howard M. Nelson
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY
President
Address P O Box 220 City Casper
State Wyoming (Zip) Telephone No. 307-473-2033

[redacted] [redacted] [redacted]

[redacted]

Form Approved by the Board
and Effective March 1, 1982

LEASE NO. [redacted]

PARCEL NO. 372

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

MC MURRY OIL CO. , 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 All Section 36, Twp. 28 N., Rg. 111 W., 6th P.M.

236862

RECORDED April 17 19 92 2:35 PM
IN BOOK 88 OIL & GAS PAGE 451
FEES $6.00 Mary L. Lunsford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 April, 1992 A.D.

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

BOARD OF LAND COMMISSIONERS SEAL WYOMING

By: Howard M. Tolman
Commissioner of Public Lands and Farm Loans - Secretary

LESSEE: McMURRY OIL COMPANY
John W. Mast
President

Address P O Box 220 City Casper

State Wyoming (Zip) Telephone No. 307-473-2033

451

452

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No.

W-126100

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 McMurry Oil Company,
Street P. O. Box 220,
City, State, Zip Code CASPER, WYOMING 82602

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. 29 N., R. 108 W., Meridian 6th P. State WYOMING County SUBLETTE
Sec. 6: Lots 1-7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ (All);
Sec. 7: Lots 1-4, E½W½, E½ (All);
T. 29 N., R. 109 W., 6th P. M., Wyoming
Sec. 1: Lots 1-4, S½N½, S½ (All);
Sec. 9: All;
Sec. 10: All;
Sec. 12: W½.

Amount remitted: Filing fee $ 75.00 Rental fee $ 5,170.50 Total acres applied for: ~~446.61~~
Total $ 5,245.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

236863

RECORDED April 17 19 92 2:35 P M
IN BOOK EE on Pg 452 PAGE 452
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 Pamela J. Lewis
(Signing Officer)
SUPERVISORY LAND LAW EXAMINER (Title) DEC 31 1991 (Date)
EFFECTIVE DATE OF LEASE JAN 01 1992

(Continued on reverse)

FOR LESSEE

Form 3100-11
(June 1988)

[redacted]

DEPARTMENT OF THE INTE[redacted]
BUREAU OF LAND MANAGE[redacted]

W[redacted]5101

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 McMurry Oil Company,
Street P. O. Box 220,
City, State, Zip Code CASPER, WYOMING 82602

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. 30 N., R. 109 W., Meridian 6th P. State WYOMING County Sublette

Sec. 10: S½;
Sec. 18: E½;
Sec. 19: Lots 1-4, E½W½, E½ (All);
Sec. 30: Lots 1-4, E½W½, E½ (All);
Sec. 32: All;
Sec. 33: N½, N½S½.

Total acres applied for 3106.16

Amount remitted: Filing fee $~~75.00~~ Rental fee $ ~~4,660.50~~ Total $ 4,735.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

236864

RECORDED April 17 AT 2:35 P M
IN BOOK 66 OF M.U. PAGE 453
FEES $ 6.00 Mary L. Lubbers COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 Pamela J. Lewis
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) DEC 31 1991 (Date)

EFFECTIVE DATE OF LEASE JAN 01 1992

FOR LESSEE

(Continued on reverse)

454

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136377

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 Holiday Oil Co
Street Box 220
City, State, Zip Code Casper, WY 82602

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

236865

RECORDED April 17 19 92 2:35 P M
IN BOOK 88 Oil & Gas PAGE 454
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T 028ON R 110W 06th Meridian WY State Sublette County

Sec. 005 LOTS 1-4;
005 S2;
006 LOTS 4;
006 S2SE;
007 E2;
008 ALL;

Total acres in lease 1559.790
Rental retained $ 2340.00

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 Pamela J. Lewis
(Signing Officer)

Supervisory Land Law Examiner FEB 20 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE MAR 01 1992

(Continued on reverse)

FOR LESSEE

Tear

INSTRUCTIONS

Tear

A General

1 The front of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete front of form for all other types of leases.

2 Entries **must** be typed or printed plainly in ink. Offeror **must** sign Item 4 in ink.

3 An original and two copies of this offer **must** be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.

4 If more space is needed, additional sheets **must** be attached to **each** copy of the form submitted.

B Special

Item 1 Enter offeror's name and billing address.

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

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

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

[redacted]ER TO LEASE AND LEASE FOR [redacted]ND GAS [redacted]

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 McMURRY OIL COMPANY
   Street BOX 220
   City, State, Zip Code CASPER, WY 82602

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.: W-9202-317 *Sale Date (m/d/y): 2/4/92
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. 027 0N R. 108 0W Meridian 06 State WYOMING County SUBLETTE

SEC 004 LOTS 1-4;
004 S2N2, S2;
005 LOTS 1-4;
005 S2N2, S2;
008 ALL;

Amount remitted: Filing fee $ 75.00 Rental fee $ 2,880.36 Total acres applied for 1920.24
Total $ 2,955.36

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

236866

RECORDED April 17 @ 2:35P
IN BOOK 88 OR M PAGE 455
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

[X] Noncompetitive lease (ten years)

[ ] Competitive lease (five years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by [signature] (Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) FEB 26 1992 (Date)

EFFECTIVE DATE OF LEASE MAR 1 1992

(Continued on reverse)

FOR LESSEE

(Continued on reverse)

FOR LESSEE

Form 3100-11
(June 1988)

456

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

00002

Serial No. WYW126474

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 McMurry Oil Co
   Street Box 220
   City, State, Zip Code Casper, Wy 82602

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: WY-9202-318 *Sale Date (m/d/y): 2/4/92
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
   T. 027ON R. 108OW Meridian 06 State Wyoming County Sublette

   SEC. 017 SW
   018 Lots 1-4
   018 Lots E2W2;
   019 Lots 1-4
   019 NE, E2W2;
   020 NE, S2;

   Amount remitted: Filing fee $ 75.00 Rental fee $ 2,129.52 Total acres applied for 1419.68
   Total $ 2,204.52

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

   T. R. Meridian State County

236867

RECORDED April 17 19 92 2:35 PM
IN BOOK 85 M OR PAGE 456
FEES $ 6.00 Mary L. Linford COUNTY CLERK
SEE ATTACHED SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 Florence C. Speltz
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) FEB 26 1992 (Date)

EFFECTIVE DATE OF LEASE MAR 1 1992

(Continued on reverse)

FOR LESSEE

[redacted] [redacted] [redacted]

MESA UNIT

ASSIGNMENT AND BILL OF SALE

STATE OF § WYOMING

COUNTY OF § SUBLETTE

P.O. Box 22177
Oklahoma City, OK 73123

For sufficient consideration, receipt of which is hereby acknowledged, ATLANTIC RICHFIELD COMPANY, a Delaware corporation, whose mailing address is P. O. Box 1610, Midland, Texas 79702, hereinafter called "Assignor", does hereby sell, transfer and assign to Double Eagle Petroleum & Mining Co. whose mailing address is P. O. Box 766, Casper, Wyoming 82602 hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease(s) described on Exhibit "A", attached hereto and made a part hereof. The lease(s) described on the attached Exhibit "A" and assigned hereby are hereinafter referred to as the "Assigned Premises".

For the same consideration recited above, Assignor does hereby grant, bargain, sell and convey unto Assignee all wells, including the wellbores, the casing and tubing therein, all downhole and wellhead equipment, and all leasehold equipment, structures and other personal property situated on the Assigned Premises described on Exhibit "A", but INSOFAR AND ONLY INSOFAR as same is(are) used solely and directly in connection with the Assigned Premises. Assignor expressly reserves to itself and its successors and assigns any and all such wells and other personal property which is(are) not situated on and used solely and directly in connection with the Assigned Premises.

Additionally, for the same consideration recited above, Assignor does hereby sell, transfer and assign to Assignee, all of Assignor's rights and obligations under any Operating Agreement(s) to which the Assigned Premises are subject, and in and to the operating rights and participating interests created and existing under and by virtue of said Operating Agreement(s), to the extent derived from or pertaining to the Assigned Premises.

Furthermore, Assignor does hereby transfer and assign all rights and obligations of Assignor under all other agreements referenced on Exhibit "B" attached hereto and made a part hereof, if there be such an Exhibit attached hereto, insofar as such agreements pertain to the Assigned Premises.

236875

RECORDED April 20th 19 92 9:25A M
IN BOOK E8m01 M/L PAGE 457
FEES $ 20.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

457

131/231

TO HAVE AND TO HOLD unto Assignee, the heirs, successors and assigns of Assignee, forever. This Assignment and Bill of Sale is made without warranty of title, either express or implied.

THE WELLS, EQUIPMENT AND OTHER PERSONAL PROPERTY COVERED HEREBY ARE USED AND ARE SOLD ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS, IF ANY. ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE FOR ANY CLAIMS, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, BY SAID WELLS, EQUIPMENT OR PERSONAL PROPERTY, BY ANY INADEQUACY THEREOF OR THEREWITH, ARISING IN STRICT LIABILITY OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS ASSIGNMENT AND BILL OF SALE. ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID WELLS, EQUIPMENT AND PERSONAL PROPERTY AND EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT THERETO.

Assignee agrees to properly plug and abandon the wells assigned herein whenever such wells shall have served their intended purpose, all in accordance with the valid rules and regulations of the appropriate state or federal regulatory agency or agencies having jurisdiction, and Assignee agrees to indemnify and hold Assignor harmless from and against all losses, costs, claims and expenses arising out of or in any way connected with Assignee's failure to so perform. Further, Assignee agrees to indemnify and hold Assignor harmless from any and all surface or subsurface restoration, well abandonment or other similar obligations pertinent to the wells assigned herein which may arise out of any oil and gas lease, contract, permit or other agreement or laws or regulation affecting the lands upon which said wells are located.

Within 180 days after the Execution Date, Assignor shall forward a post-closing statement, or statements, to Assignee to account for any production proceeds, less all royalty, overriding royalty, production payments, taxes, including production, severance and ad valorem taxes, operating and other costs and expenses incurred in connection with the Assigned Premises from the Effective Date of the sale to and including the Execution Date. Any sums which may be due either party shall be paid one party to the other as may be appropriate, promptly after receipt of the post-closing statement .

Oil remaining in the tanks above the pipeline connection on the Effective Date hereof shall

be the property of Assignor. All gas produced and saved up to such Effective Date shall belong to Assignor. All gas produced and saved after such Effective Date shall belong to Assignee.

All ad valorem taxes, real property taxes, personal property taxes, and similar obligations ("property taxes") with respect to the tax period in which the Effective Date occurs shall be apportioned as of the Effective Date between Assignor and Assignee. With respect to properties which immediately prior to the Effective Date are not operated by Assignor, Assignor and Assignee shall agree on the manner in which property taxes will be remitted to the operator of the properties. If Assignor remits the property taxes to the operator, Assignee shall reimburse Assignor for its apportioned share of such property taxes as determined under this paragraph within thirty (30) days of receipt of Assignor's invoice therefor. If Assignee remits the property taxes to the operator, Assignor shall reimburse Assignee for its apportioned share of such property taxes as determined under this paragraph within thirty (30) days of receipt of Assignee's invoice therefor. With respect to properties which immediately prior to the Effective Date are operated by Assignor, the payment of each party's proportionate share of such property taxes shall be paid or reimbursed in accordance with the post-closing statement.

All taxes (other than income taxes) which are imposed on or with respect to the production of oil, natural gas or other hydrocarbons or minerals or the receipt of proceeds therefrom (including but not limited to severance, production, excise and windfall profit tax) shall be apportioned between the parties based upon the respective shares of production taken by the parties. All such taxes which accrued prior to the Effective Date have been or will be properly paid or withheld by Assignor and all statements, returns, and documents pertinent thereto have been or will be properly filed on behalf of Assignor. Payment or withholding of all such taxes which accrue after the Effective Date and the filing of all statements, returns, and documents incident thereto shall be the responsibility of Assignee. Nothing in the post-closing statement shall operate to alter the ultimate responsibility for the bearing or paying of taxes as set forth in this grammatical paragraph.

Assignee agrees that the purchase price provided for hereunder excludes any sales taxes or other taxes if any, required to be paid in connection with the sale of property pursuant to this agreement. Assignee shall be liable for and bear all sales and use taxes, conveyance, transfer and recording fees and real estate transfer stamps or taxes, if any, imposed on any transfer of property pursuant to this agreement.

As soon as practical, in accordance with all applicable laws and regulations, after the Closing, Assignee shall remove or cause to be removed the names and marks used by Assignor and all variations and derivatives thereof and logos relating thereto from the Assigned Premises and shall not thereafter make any use whatsoever of those names, marks and logos. With respect to all Assignor operated properties covered hereby, Assignee shall make all reasonable efforts to become designated by the applicable regulatory authority as the Operator of Record of each and every well and/or property covered hereby, which shall, in the absence of extraordinary circumstances, be accomplished within thirty days after the Closing. Assignee shall notify Assignor within five days after approval of Assignee by the applicable regulatory authority as designated Operator of each well and/or property, as the case may be, covered hereby. The above mentioned removal of all names, marks and logos used by Assignor and all signs evidencing same, shall be completed within the above stated five days after the approval of Assignee as the designated Operator. Assignor, its employees, agents and contractors shall have all necessary rights of entry onto the Assigned Premises for the purpose of verifying that all such names, marks and logos of Assignor and signs bearing the name of Assignor have been so removed. In the event that it is determined by Assignor that such removal has not been completed within the prescribed time as set forth herein, Assignor shall have the right to remove all such names, marks and logos of Assignor and signs bearing the name of Assignor, in which event Assignee agrees to indemnify and hold Assignor harmless against any cause of action, claim, loss or other liability that may arguably arise out of or result from the removal by Assignor of such names, marks, logos and signs from the Assigned Premises.

Each party to this Assignment and Bill of Sale shall provide the other party with access to all relevant documents, data and other information which may be required by the other party for the purpose of preparing tax returns and responding to any audit by any governmental agency. Each party to this agreement shall cooperate with all reasonable requests of the other party made in connection with contesting the imposition of taxes. Notwithstanding anything to the contrary in this agreement, neither party to this agreement shall be required at any time to disclose tax returns or other confidential tax information.

Subject to the provisions of the following paragraph, Assignee agrees that all books and records delivered to Assignee by Assignor pursuant to the provisions of this agreement shall be open for inspection by representatives of Assignor at reasonable times and upon reasonable notice during regular business hours for a period of ten (10) years following the Effective Date (or for such longer period as may be required by law or governmental regulation), and that Assignor may

during such period at its expense make such copies thereof as it may reasonably request.

Without limiting the generality of the foregoing, for a period of ten (10) years after the Execution Date (or for such longer period as may be required by law or governmental regulation), Assignee shall not destroy or give up possession of any original or final copy of any of the books and records delivered to Assignee by Assignor hereunder without first offering Assignor the opportunity, at Assignor's expense (without any payment to Assignee), to obtain such original or final copy or a copy thereof. After the conclusion of such period, Assignee shall offer to deliver to Assignor, at Assignor's expense (without any payment to Assignee), all such books and records prior to destroying the same.

Assignee agrees to obtain any and all necessary permits, bonds, leases, rights of way, or other authorities, which may be necessary in order to operate the wells assigned herein, and agrees to indemnify and hold Assignor harmless from and against any and all losses, claims, damages or liability which may result directly or indirectly from Assignee's possession, ownership or operation of the said wells and related equipment assigned herein on and from the Effective Date hereof.

Assignee hereby assumes and agrees to comply with all obligations and covenants, express or implied, imposed upon the lessee in the oil and gas lease(s) assigned hereby or contained in any intermediate assignments thereof insofar as concerns the Assigned Premises (including, but not limited to, the proper payment of all royalties, overriding royalties or other burdens on production from the Assigned Premises), and agrees to indemnify and save harmless Assignor from any risk, liability or expenses of whatsoever kind arising from Assignee's operations on the Assigned Premises or operations of said wells after the Effective Date hereof.

This assignment is made subject to the agreements referenced on the attached Exhibit "A" as well as any and all other agreements to which the Assigned Premises are subject.

Assignee agrees that any gas produced from the Assigned Premises will be subject to nomination by the gas purchaser under the good faith negotiation procedure of Order Nos. 451, et al, of the Federal Energy Regulatory Commission if the Assignor initiates such procedure with the gas purchaser respecting any of the Assignor's Gas Sales Contracts, including the contract to which the Assigned Premises are subject or any other contract between Assignor and said gas

purchaser. Assignee covenants that it will not take any action which will invoke the procedure, with regard to any gas sales agreement assigned or otherwise acquired hereby without having first obtained the prior written consent of Assignor.

By executing this Assignment and Bill of Sale, Assignee acknowledges that Assignee is able to bear the economic risk of any oil and gas investment Assignee is obligated to or might choose to make in the Assigned Premises and that Assignee is capable of evaluating the merits and risks of investments in the Assigned Premises. Assignee also represents that Assignee is making the investment in the Assigned Premises 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 Assigned Premises.

This Assignment and Bill of Sale shall bind and inure to the benefit of the heirs, successors and assigns of the parties hereto.

This instrument is executed on the respective dates indicated in the acknowledgements of the signatory parties hereto (the last of such dates being herein referred to as the "Execution Date"), but effective for all purposes as of August 1, 1991 at 7:00 a.m. in the time zone in which the Assigned Premises are located (herein referred to as the "Effective Date").

ATLANTIC RICHFIELD COMPANY

By: _____

Douglas L. Logan
Attorney-in-Fact

"ASSIGNOR"

Attest:

_____

By: James P. Gillum, Secretary

_____

Title: _____

"ASSIGNEE"

Double Eagle Petroleum & Mining Co.

By: _____

Stephen H. Hollis

Title: Vice President

"ASSIGNEE"

[redacted] [redacted] 13/3 [redacted]

STATE OF TEXAS)(
)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me on this 6th day of September 1991, by Douglas L. Logan, as Attorney-in-Fact of ATLANTIC RICHFIELD COMPANY, a Delaware corporation, on behalf of said corporation.

Sue B. Blair

[Print name] Sue B. Blair

SUE B. BLAIR
COMMISSION EXPIRES
DECEMBER 12, 1992

Notary Public in and for the State of Texas

Commission Expires: 12-12-92

STATE OF Wyoming)(
)(
COUNTY OF Natrona)(

This instrument was acknowledged before me on this 26th day of March 1991, by Stephen H. Hollis as Vice President of Double Eagle Petroleum & Mining Co. a Wyoming corporation, on behalf of said corporation.

Carol A. Osborne

[Print name] Carol A. Osborne

CAROL A. OSBORNE-Notary
Natrona County, Wyoming
My Commission Expires Apr. 1993

Notary Public in and for the State of Wyoming

Commission Expires: 4-9-93

STATE OF _____)(
)(Individual
COUNTY OF _____)(

Before me, the undersigned authority, on this day personally appeared _____
_____
known to me to be the identical person__ whose name___are/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 the_____day of _____ ,A.D. 1991.

_____

[Print name]

_____
Notary Public in and for the State of
_____

Commission Expires:_____

EXHIBIT "A"
Lease Description

Attached To and Made a Part of that certain Assignment and Bill of Sale by and between Atlantic Richfield Company, as Assignor, and Double Eagle Petroleum & Mining Co., as Assignee, dated effective August 1, 1991.

PROPERTY NAME: Mesa Unit

ARCO LEASE NO(S): 49-035-002107-000

LESSOR: USA (W-16167)

LESSEE: H. E. Harrington

DATE OF LEASE: July 1, 1952

RECORDING DATA: Not recorded

DESCRIPTION:

T-33-N, R-109-W
Section 30: NE/4 NE/4 NE/4
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as said lease covers the above described lands.

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:

T-33-N, R-109-W
Section 19: SE/4 NE/4 NE/4, E/2 SE/4 NE/4 & E/2 E/2 SE/4
Section 20: SW/4 NE/4 NE/4, S/2 NW/4 NE/4, SW/4 NE/4, W/2 SE/4 NE/4, S/2 N/2 NW/4, S/2 NW/4, SW/4, W/2 SE/4, W/2 E/2 SE/4
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as said lease covers the above described lands.

ARCO LEASE NO(S): 49-035-002175-000

LESSOR: USA (W-08592)

LESSEE: Gwen Keif

DATE OF LEASE: October 1, 1952

RECORDING DATA: Not recorded

DESCRIPTION:

T-33-N, R-109-W
Section 29: N/2 N/2 NW/4, N/2 NW/4 NE/4 & NW/4 NE/4 NE/4
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as said lease covers the above described lands.

All of the above described leases are subject to that certain Unit Agreement and Unit Operating Agreement dated August 1, 1980 by and between Mountain Fuel Supply Company, as operator and Hondo Oil & Gas Company et al, as non-operators.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

MESA UNIT

ASSIGNMENT OF OVERRIDING ROYALTY

STATE OF § WYOMING

COUNTY OF § SUBLETTE

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 Double Eagle Petroleum & Mining Co. with a mailing address at P. O. Box 766, Casper, Wyoming 82602 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.

Return to:
P.O. Box 22177
Oklahoma City, OK 73123

ATLANTIC RICHFIELD COMPANY

By: _____

Douglas L. Logan
Attorney-in-Fact

ASSIGNOR

Attest:
James B. Gillum, Secretary

By: _____

Title: _____

ASSIGNEE

Double Eagle Petroleum & Mining Co.

By: _____

Title: Vice President

ASSIGNEE

236876

RECORDED April 20 IN 92 9:25A M
IN BOOK 131 OF M/ Misc PAGE 465
FEES $ 14.00 Mary D Pinkerton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Walker

131/231

STATE OF TEXAS)(
)(
COUNTY OF MIDLAND)(

This instrument was acknowledged before me on this 6th day of September 1991, by Douglas L. Logan, as Attorney-in-Fact of ATLANTIC RICHFIELD COMPANY, Delaware Corporation, on behalf of said corporation.

Sue B. Blair

[Print name]

Sue B Blair

SUE B. BLAIR
COMMISSION EXPIRES
DECEMBER 12, 1992

Notary Public in and for the State of Texas

Commission Expires: 12-12-92

STATE OF Wyoming)(
)(
COUNTY OF Natrona)(

This instrument was acknowledged before me on this 26th day of March ~~1991~~ 1992, by Stephen H. Hollis as Vice President of Double Eagle Petroleum & Mining Co. a Wyoming corporation, on behalf of said corporation.

Carol A Osborne

[Print name]

Carol A. Osborne

CAROL A. OSBORNE-Notary Public
Natrona
My Commission Expires Apr. 9, 1993

Notary Public in and for the State of Wyoming

Commission Expires: 4-9-93

STATE OF _____)(
)(
COUNTY OF _____)(

Individual

Before me, the undersigned authority, on this day personally appeared _____
_____
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_____day of _____ ,A.D. 1991.

[Print name]

_____

_____
Notary Public in and for the State of

_____

Commission Expires:_____

[redacted] [redacted] 13/23 [redacted]

[redacted] [redacted] [redacted]

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 Double Eagle Petroleumt Mining Co., as Assignee, dated effective August 1, 1991.

PROPERTY NAME:	Mesa Unit
ARCO LEASE NO(S):	49-035-002107-000
LESSOR:	USA (W-16167)
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 30: W/2 NE/4 NE/4 & SE/4 NE/4 NE/4 Sublette County, Wyoming An overriding royalty equal to 1.00% 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 30: NE/4 NE/4 NE/4

ARCO LEASE NO(S):	49-035-002068-000
LESSOR:	USA (W-15315)
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-33-N, R-109-W Section 7: Lots 1 & 6 Sublette County, Wyoming

131/231

ARCO LEASE NO(S):	49-035-002093-000
LESSOR:	USA (W-15317)
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 9: S/2 SW/4 & SW/4 SE/4 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: SW/4 SW/4 Section 6: Lot 8 & S/2 SE/4 Section 7: NE/4 & N/2 SE/4 Section 8: W/2 NW/4 & NW/4 SW/4 Section 17: SE/4 NE/4 & NE/4 SE/4 Sublette County, Wyoming
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 29: S/2 N/2 N/2 & NE/4 NE/4 NE/4 Sublette County, Wyoming

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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 19: W/2 E/2 E/2 & NE/4 NE/4 NE/4
Section 20: N/2 N/2 N/2, SE/4 NE/4 NE/4, E/2 SE/4 NE/4 & E/2 E/2 SE/4
Sublette County, Wyoming

All of the above described leases and interests are subject to that certain Unit Agreement and Unit Operating Agreement dated August 1, 1980 by and between Mountain Fuel Supply Company, as operator and Hondo Oil & Gas Company et al, as non-operators.

470

Form 3100-11b
(August 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW126677

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 McMurry Oil Co
Street Box 220
City, State, Zip Code Casper, WY 82602

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

236940

RECORDED April 23 AT 2 3:30P
IN BOOK 88 Of Dy PAGE 470
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease

T 029ON R 108W, 109W Meridian 6th PM State WY County Sublette
sec. 003 SW¼NW¼,SW¼SW¼SE¼;
011 SW¼NW¼,SW¼,SW¼SE¼;
013 S½NW¼,SW¼,W½SE¼,S½SE¼;
030ON 108W 06th PM WY
sec. 033 SW¼NE¼,SE¼SW¼SE¼;

Total acres in lease 1000.000
Rental retained $ 1620.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☑ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Joanne C. Spultz
(Signing Officer)

Supervisory Land Law Examiner APR 20 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE MAY 01 1992

(Continued on reverse)

FOR LESSEE

Tear

INSTRUCTIONS

Tear

A General

1 The front of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete front of form for all other types of leases.

2 Entries **must** be typed or printed plainly in ink. Offeror **must** sign Item 4 in ink.

3 An original and two copies of this offer **must** be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.

4 If more space is needed, additional sheets **must** be attached to **each** copy of the form submitted.

B Special

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

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

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

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

(August 1988)

DEPARTMENT OF THE INT
BUREAU OF LAND MANAGE

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 McMurry Oil Co
Street Box 220
City, State, Zip Code Casper, WY 82602

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

236941

RECORDED April 23 AD 92 3:30P
IN BOOK 201 OF D Land PAGE 471 OF
FEES $ 6.00 Mary D Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease

T 029N R 107W 06th Meridian WY State Sublette County
Sec. 032 ALL;
033 NENE W2,SE;

Total acres in lease 1200.000
Rental retained $ 1800.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Shirley A. Spalding
(Signing Officer)

Supervisory Land Law Examiner (Title) APR 20 1992 (Date)

EFFECTIVE DATE OF LEASE MAY 01 1992

(Continued on reverse)

FOR LESSEE

Tear

INSTRUCTIONS

Tear

A General

1 The front of this form is to be completed only by parties filing for a noncompetitive lease The BLM will complete front of form for all other types of leases.

2 Entries **must** be typed or printed plainly in ink Offeror **must** sign Item 4 in ink

3 An original and two copies of this offer **must** be prepared and filed in the proper BLM State Office See regulations at 43 CFR 1821 2 1 for office locations

4 If more space is needed, additional sheets **must** be attached to **each** copy of the form submitted

B Special

Item 1 – Enter offeror's name and billing address

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

Payments The amount remitted **must** include the filing fee and the first year's rental at the rate of $1 50 per acre or fraction thereof The full rental based on the total acreage applied for **must** accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn To protect priority, it is important that the rental submitted be sufficient to cover all the land requested If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned

Item 3 – This space will be completed by the United States

DEPARTMENT OF THE INTERIOR/70A
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

(923133) | WYW 124772

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 McMurry Oil Co
Street Box 220
City, State, Zip Code Casper wy 82602

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.: 333 *Sale Date (m/d/y): 4 / 7 / 92

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

T.	R.	Meridian	State	County

Amount remitted: Filing fee $ 75.00 Rental fee $ 1.50 Total acres applied for 240
Total $ 436.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

236967

RECORDED April 27 AD 11:30 A M
IN BOOK EE PAGE 470A
FEES $ 6.00 Mary L. Dankyard COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease _____
Rental retained $ _____

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

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

Type and primary term of lease:

[X] Noncompetitive lease (ten years)

[ ] Competitive lease (five years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

(Date)

EFFECTIVE DATE OF LEASE _____

(Continued on reverse)

WYW126772 239.560 Acres
T.0300N, R.1090W, 06th PM, WY
sec. 003 LOTS 2,3;
003 SWNE,N2SE;
013 NENW;
Sublette County

No. 9178. Reproduced by Bradford-Robinson Ptg. Co., 1824-46 Stout St., Denver, Colo. 472

Form No. 4-1176
(July 1951)

0050297-000
T-41

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. A-101729
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Evanston
Serial No. 023229
Date of Lease 7-1-47

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 Arthur H. Belfer
(Name and address)
42 Broadway, New York City, 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:

Township 27 North, Range 112 West, 6th P. M.
Section 9: Lots 2 & 3
Section 10: Lots 4 & 5
Section 20: Lots 3 & 4
Section 21: Lots 9, 10, 11, S½SW¼

278.89

containing 278.89 acres

2. Interest of assignor in such lands ..... full ..... 100% .....
3. Extent of such interest conveyed to assignee ..... all .....
4. Overriding royalty reserved herein to assignor ..... 2½% ..... (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved ..... none ..... (State percentage only)

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

Executed and witnessed this 18th day of January, 1957.

WITNESS:

Carlton H Pierce

x Douglas H. Shahan
(Assignor's signature)
x D. D. Dunlap
2499 Cerritos Ave., Long Beach, Calif.

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

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

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

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

Executed and witnessed this 6th day of March, 1957.

WITNESSES:

A. M. Walker - Bkly. N.J.
(Name and address)
Robert Rosenblum - Brooklyn
(Name and address)

Arthur H. Belfer
(Assignee's signature)
42 Broadway, N.Y.4, N.Y.
(Address)

Assignment approved effective APR 1 1957

THE UNITED STATES OF AMERICA
By .....
(Signing officer)
Manager, Land Office
P. O. Box 928, Cheyenne, Wyo.
(Title)

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

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

16-64894-1

OFFICE STAMP
MAR 6 1957
Bureau of Land Management

OCT 30 1991
BUREAU OF LAND MANAGEMENT

...to be a true and correct photographic copy of the official record on file

RECORDED March 27 1957 at 11:40 A.M.
IN BOOK 69 PAGE 472
FEES $ 6.00
SUBLETTE COUNTY CLERK
Lucy Cotharn

236968

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 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".

236971

RECORDED April 27 AT 9:2 1.10P
IN BOOK EE 6th H & C PAGE 473
FEES $ 14.00 Mary D. Lenhart COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Secretary A Walker

Assignment Approved Effective APR 1 1961

David B. Morgan
Acting Manager

(C50291-COC 10K13

2. In the event that either party should elect to surrender, let expire, abandon or release all or any of his or its rights in said lease acreage, or any part thereof, said party shall notify the other party not less than sixty (60) days in advance of such surrender, expiration, abandonment or release, and, if requested so to do by the other party, the party desiring to surrender, let expire, abandon or release immediately shall reassign such rights in said lease acreage, or such part thereof, to the other party.

3. This assignment is made subject to all the terms, and the express and implied covenants and conditions of said lease to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor or lessors and their successors, heirs and assigns, but also in favor of the Assignor and its successors and assigns.

4. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or interests herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor: Pan American Petroleum Corporation
Post Office Box 2212
Casper, Wyoming

Assignee: Belco Petroleum Corporation
630 Third Avenue
New York 17, New York

5. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

[redacted] [redacted] [redacted]

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his or its successors, heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 30th day of December, 1960.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

Approved
RMW
BY

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 30th day of December, 1960, before me appeared _____, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 30th day of December, 1960.

_____
Notary Public

My Commission Expires Oct. 3, 1964

OES:ccj - 1-18-61 - (200)
HER:jw
1-2-61

FORM 165 5-50

EXHIBIT "A" PAGE 1 — LEASE SCHEDULE — STATE OF WYOMING — COUNTY OF SUBLETTE

(PRINTED IN U.S.A.)

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE	ORR
194500	United States of America (W-059584-A)	H. F. Slingerland	3-1-56	Township 27 North, Range 112 West Section 31: That portion of the bed of the Green River that is riparian to Lots 1,2,5,6,7, 8,11,12	18 18	217 220	3% (Previously reserved)

476

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Lease

Serial No. Wyoming 059584-A

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 amd 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.

Attest:

_____
Jack Saltz, Secretary.

Assignment Approved Effective:

THE UNITED STATES OF AMERICA

_____
(Date)

By: _____
(Signing Officer)

_____
(Title)

478

236972

RECORDED April 27 19 92 1:15P M
IN BOOK Misc 01 PAGE 478
FEES $10.00 Mary D Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Walker

Lease: W-059584

TRANSFER OF OPERATING RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BELCO PETROLEUM CORPORATION, a Delaware corporation, hereinafter referred to as "Belco" or "Assignor" hereby does bargain, sell, assign and transfer and convey unto PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation hereinafter referred to as "Pan American" or "Assignee", its successors or assigns an undivided 20.00 % of 100% of the operating rights in and to each oil and gas lease described in Exhibit "A", insofar only as said lease covers lands described in Exhibit "A" hereto and insofar only as said leases cover all formations from the surface down to and including the bottom of the Mesaverde formation under said lands. (said leases and lands, insofar only as they cover the reservoir or formations above described, being hereinafter referred to for convenience as the "Reservoir".)

It is the intent of this instrument to convey to Pan American an undivided 20.00% interest in the Reservoir, and in the oil, gas, and associated kindred hydrocarbons that may be produced therefrom, subject to its proportionate part of all royalties payable under the terms of said leases; and subject to its proportionate part of the overriding royalties and other lease burdens shown on Exhibit "A" hereto.

Belco does not hereby either retain for itself, or transfer to Pan American the exclusive right to operate the Reservoir, but the parties hereto agree that the Reservoir shall be operated for the joint account of the parties hereto, and each agrees that it will execute to whichever party may actually conduct operations for the joint account, such Designation of Operator, or other instrument as may be required by the United States Geological Survey, in order to permit the party entitled to conduct operations to do so.

All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights or

[redacted] [redacted] [redacted]

interest herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, as follows:

Assignor: Belco Petroleum Corporation
630 Third Avenue
New York 17, New York

Assignee: Pan American Petroleum Corporation
Post Office Box 2212
Casper, Wyoming

The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

TO HAVE AND TO HOLD unto the Assignee, his or its successors, heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 14th day of February, 1961.

BELCO PETROLEUM CORPORATION

By _____
Robert A. Belfer
Vice-President

ATTEST:

_____
Arthur M. Walter
Treasurer

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

On this 14th day of February, 1961, personally appeared before me ROBERT A. BELFER and ARTHUR M. WALTER who being by me duly sworn did say, each for himself, that he, the said ROBERT A. BELFER is the Vice-President and he, the said ARTHUR M. WALTER is the Treasurer of BELCO PETROLEUM CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said ROBERT A. BELFER and ARTHUR M. WALTER each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

_____
Notary Public

My Commission Expires:
HELEN WAHL
Notary Public, State of New York
No. 31-9497411
Qualified in New York County
Commission Expires March 30, 1962

FORM 165 5-50

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	ORR
169788	United States of America (W-059584)	H. F. Slingerland	3-1-56	Township 27 North, Range 112 West Section 30: That portion of the bed of the Green River that is riparian to Lots 3,4,7,8	18 18	217 220	3% (Previously reserved)

480

REPLACEMENT PARTIAL ASSIGNMENT OF OVERRIDING ROYALTY

236997

RECORDED April 29 AD 1:30 PM
IN BOOK E&M Or Misc PAGE 481
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

State: Wyoming

County: Sublette

Assignor: Fina Oil and Chemical Company
P. O. Box 2990
Midland, Texas 79702

by Bethany A. Walker

Assignee: Will Gray
7475 Raven Court
Castle Rock, Colorado 80104

Date Executed: April 20TH, 1992

Effective Date: December 31, 1991

By Partial Assignment of Overriding Royalty Interest dated December 4, 1991, but for all purposes effective as of December 31, 1991, recorded in Volume 88, Page 150 of the Oil and Gas Records of the County and State named above, (the "Assignment"), Assignor, named above, assigned to Assignee, named above, an undivided interest in Oil and Gas Leases (the "Leases") and lands described on Exhibit "A" attached to the Assignment. Since the execution of the Assignment, it has been discovered that errors were made in the Assignment. Rather than attempt to correct each of the errors, Assignor and Assignee agreed by the execution of this instrument to replace the Assignment with this Replacement Assignment.

WHEREAS, Assignor desires to convey to Assignee and Assignee desires to accept from Assignor in the manner as hereinafter provided an overriding royalty interest existing under and by virtue of that certain oil and gas lease in Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the sum of One Dollar ($1.00) and other gocd and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell transfer, assign and convey unto Assignee, its successors and assigns, ALL RIGHT AND TITLE, as well as any other rights or options associated therewith, including the right to convert the override to a working interest after payout of the Riley Ridge Federal #8-24 Well, of all oil, gas and other hydrocarbon substances produced, saved and sold under and by virtue of the terms and provisions of the aforementioned lease more particularly described on Exhibit "A" attached hereto and made a part hereof.

This Replacement Partial Assignment of Overriding Royalty is made by Assignor and accepted by Assignee subject to the terms and provisions of the aforementioned lease. Further, nothing herein contained shall in any manner imply any obligation on the part of Assignor to maintain the aforementioned lease in force and effect through payment of annual rentals, drilling or development operations, or otherwise.

In the event the aforementioned lease covers less than the full fee simple estate in the oil, gas and other hydrocarbon substances in those lands and underlying formations covered thereby or in the event the interest of Assignor in any of such lands and underlying formations be less than a full undivided interest then in either or both such events the overriding royalty interest conveyed herein will be reduced to such proportion thereof that the interest of Assignor in said lands and underlying formations bears to the entire undivided fee simple leasehold estate.

It is the express intent of this Replacement Partial Assignment of Overriding Royalty, as well as the express intent of Assignor to assign unto Assignee all of Assignor's right, title and

expressly agreed between Assignor and Assignee that any other wells other than the Riley Ridge Federal #8-24 well shall be expressly excluded from the terms of this Assignment.

All subsequent conveyances or assignments of the Assigned Acreage and/or Well, 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 and assigns. Further, Assignee's failure to observe any of the foregoing covenants and limitations herein shall constitute a material breach of this Agreement.

This Replacement Partial Assignment of Overriding Royalty is made by Assignor and accepted by Assignee without representation of or warranty of title, either express or implied, and the terms and provisions hereof shall extend to and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Replacement Partial Assignment of Overriding Royalty is executed the day, month and year first above written, but for all purposes effective as of December 31, 1991.

ASSIGNOR

FINA OIL AND CHEMICAL COMPANY

E. A. Nash
Attorney in Fact

ASSIGNEE

Will Gray

State of Texas)
)
County of Midland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared E. A. Nash, 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 [redacted], day of April, 1992.

Charlotte Mitchell
Notary Public, State of Texas

My Commission Expires:

11-25-95

CHARLOTTE MITCHELL
Notary Public
State of Texas
Commission Expires 11-25-95

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

State of Colorado)
)
County of Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Will Gray, known to me to be the person whose name is subscribed to to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th, day of April, 1992.

Notary Public, State of Colorado

My Commission Expires:

November 7, 1993

EXHIBIT "A"

Attached to and made a part of that certain Replacement Partial Assignment of Overriding Royalty dated April 20th, 1992, but effective December 31, 1991, by and between Fina Oil and Chemical Company, Assignor, and Will Gray, Assignee.

1. LEASE NUMBER: 01WY003873-000
LESSOR: USA W-49634
LESSEE: John A. Yates
LEASE DATE: April 1, 1975
RECORDED: Book ___, Page ___
DESCRIPTION: CONTRACTUAL RIGHTS ONLY IN ALL THE LANDS DESCRIBED BELOW AND AS TO ONLY THOSE FORMATIONS FOUND BELOW THE BASE OF THE DAKOTA FORMATION.

Township 29 North, Range 114 West

Section 8: All
Sublette County, Wyoming

These contractual rights are by virtue of that certain Working Interest Pooling Agreement, dated June 1, 1979 between Yates Drilling Company, etal.

Override is also subject to that certain Farmout Agreement dated March 3, 1979 with John Christmann, etal.

REPLACEMENT PARTIAL ASSIGNMENT AND BILL OF SALE

236998

RECORDED April 29 19 92 1:32 P M
IN BOOK E&M Ctr Vol C PAGE 465
FEES $ 12.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Callaway

State: Wyoming

County: Sublette

Assignor: Fina Oil and Chemical Company
P. O. Box 2990
Midland, Texas 79702

Assignee: Will Gray
7475 Raven Court
Castle Rock, Colorado 80104

Date Executed: April 20, 1992

Effective Date: December 31, 1991

By Partial Assignment and Bill of Sale dated December 4, 1991 but effective December 31, 1991, recorded in Volume 88, Page 236 of the Oil and Gas Records of the County and State named above (the "Assignment"), Assignor, named above, assigned to Assignee, named above, an undivided interest in Oil and Gas Leases (the "Leases") and lands described on Exhibit "A" attached to the Assignment. Since the execution of the Assignment, it has been discovered that errors were made in the Assignment. Rather than attempt to correct each of the errors, Assignor and Assignee agree by the execution of this instrument to replace the Assignment with this Replacement Assignment.

Accordingly, for adequate consideration, Assignor sells, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to the Oil, Gas and Mineral Leases described on Exhibit "A" attached hereto and made a part hereof.

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 aquire these premises upon the terms and conditions herein stated.

Assignee, for the same written 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 leases from those formations underlying the lands described in Exhibit "A" to this Replacement Partial Assignment and Bill of Sale.

2. This Replacement Partial 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 leases, 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 effective date of this Replacement

Partial 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, without limitation, court costs, interest and attorney's fees), arising out of, incident to, or in connection with said leases, lands, wells, casing, leasehold equipment, and other personal property, or Assignee's operations, or the lack thereof, on said leases 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.

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 guaged 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. Assignee will be expected to submit payment for any merchantable oil in the tanks existing on the effective date of the sale, if applicable.

6. Assignee agrees to hold Assignor harmless for all claims and demands of the Wyoming Oil and Gas Conservation Commission or any other State of Wyoming 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 leases as the same pertain to the interests assigned to Assignee hereunder and for operating and/or plugging and abandonment of such wells and any surface restoration deemed necessary. 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 leases, including, but not limited to, the plugging and abandonment of any such wells, as well as all of the obligations assumed by Assignee herein, as well as any charges made for the restoration of the surface deemed necessary or required.

8. Assignee hereby agrees to pay all Ad Valorem taxes hereafter assessed against said leases, 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.

9. This Replacement Partial Assignment and Bill of Sale is specifically made subject to all royalties, overriding royalties, payments out of production, oil payments and

[redacted] [redacted] [redacted]

other similar interests, if any, and Assignee shall bear and agree to assume the responsibility for any such burdens. This Replacement Partial Assignment and Bill of Sale is further subject to the terms and conditions of any agreements to which the Oil. Gas and Mineral Leases 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. Assignor reserves and excepts from this Replacement Partial Assignment and Bill of Sale, all leasehold rights in and under the described Leases in Exhibit "A" as to the lands herein described only as to those rights above or below the depths assigned under Exhibit "A" to this Replacement Partial Assignment and Bill of Sale. Assignor further reserves such other rights and easements under and by virtue of the above described Leases as may be necessary or desirable to develop and operate the interest of Assignor in such Leases and the lands covered thereby.

11. Assignee unconditionally releases Assignor from and against any and all liability, known or unknown, for any environmental damage, pollution or contamination to the property whether existing prior to or after the effective date of this Assignment. Assignee agrees to protect, defend, indemnify and hold Assignor, its officers, directors, employees, agents, and corporate parent, subsidiaries, related companies and successors harmless from and against any and all claims, losses, demands, suits, causes of action, judgements, decrees, penalties, fines, sanctions, expenses and costs (including, but not limited to reasonable attorney's fees, court costs, costs of investigation, costs of litigation and response costs) of whatever kind or nature including, but not limited to claims, known or unknown, for environmental damage, pollution or cantamination to the property, made by any person, entity, or governmental agency whether existing prior to or after the effective date of this Assignment and without regard to Assignor's negligence.

All subsequent conveyances or assignments of the Assigned Acreage and/or Wells, 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 Replacement Partial 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, the Replacement Partial Assignment and Bill of Sale is executed and delivered this 20th day of April, 1992, but effective as of December 31, 1991.

ASSIGNOR

FINA OIL AND CHEMICAL COMPANY

E. A. Nash, Attorney in Fact

ASSIGNEE

Will Gray
Will Gray

State of Texas)
)
County of Midland)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared E. A. Nash, 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 Delaware 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 20th day of April, 1992.

Charlotte Mitchell
Charlotte Mitchell
Notary Public, State of Texas

My Commission Expires:

11-25-95

CHARLOTTE MITCHELL
Notary Public
State of Texas
Commission Expires 11-25-95

State of Colorado)
)
County of Douglas)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Will Gray, 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 for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of April, 1992.

Jo Anne Gray
Notary Public, State of Colorado

My Commission Expires:

November 7, 1993

NOTARY PUBLIC OF COLORADO

EXHIBIT "A"

Attached to and for all purposes made a part of that certain Replacement Partial Assignment and Bill of Sale dated April 20, 1992, but effective December 31, 1991, by and between Fina Oil and Chemical Company as Assignor, and Will Gray, as Assignee.

1.	LEASE NUMBER:	01WY003869-000
	LESSOR:	USA W-60620
	LESSEE:	Estelle C. Haefele
	LEASE DATE:	April 1, 1976
	RECORDED:	Book ___, Page ___
	DESCRIPTION:	OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION (9,340') IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 5: Lot 4
Section 6: Lots 1 and 2; S/2 NE/4 SE/4
Section 7: E/2
Section 9: SE/4 SE/4
Section 17: All
Section 18: SE/4
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

2.	LEASE NUMBER:	01WY003874-000
	LESSOR:	USA W-78476
	LESSEE:	Pete J. Kithas
	LEASE DATE:	March 1, 1975
	RECORDED:	Book ___, Page ___
	DESCRIPTION:	OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 9: N/2
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

3.	LEASE NUMBER:	01WY003927-000
	LESSOR:	USA W-59398
	LESSEE:	Fred D. Volz
	LEASE DATE:	August 1, 1977
	RECORDED:	Book ___, Page ___
	DESCRIPTION:	OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 18: NE/4
Section 20: All
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

4. LEASE NUMBER: 01WY003870-000
LESSOR: USA W-60621
LESSEE: Patricia R. Pfenning
LEASE DATE: April 1, 1976
RECORDED: Book ___, Page ___
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 21: All
Section 28: All
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

5. LEASE NUMBER: 01WY003862-000
LESSOR: STATE OF WYOMING 76-0342
LESSEE: Chinook Roustabout Service
LEASE DATE: May 2, 1976
RECORDED: Book ___, Page ___
DESCRIPTION: INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 16: All
Sublette County, Wyoming

6. LEASE NUMBER: 01WY003863-000
LESSOR: USA W-54161
LESSEE: Estelle C. Haefele
LEASE DATE: April 1, 1976
RECORDED: Book ___, Page ___
DESCRIPTION: RECORD TITLE - IN ALL OF THE LANDS DESCRIBED BELOW AND AS TO ALL DEPTHS.

Township 29 North, Range 114 West

Section 19: E/2
Sublette County, Wyoming

7. LEASE NUMBER: 01WY003873-000
LESSOR: USA W-49634
LESSEE: John A. Yates
LEASE DATE: April 1, 1975
RECORDED: Book ___, Page ___
DESCRIPTION: CONTRACTUAL RIGHTS ONLY IN ALL OF THE LANDS DESCRIBED BELOW AND AS TO ONLY THOSE FORMATIONS FOUND BELOW THE BASE OF THE DAKOTA FORMATION.

Township 29 North, Range 114 West

Section 8: All
Sublette County, Wyoming

[redacted] [redacted] [redacted]

These contractual rights are by virtue of that certain Working Interest Pooling Agreement, dated June 1, 1979 between Yates Drilling Company, etal.

8. LEASE NUMBER: 01WY003865-000
LESSOR: USA W-53107
LESSEE: C. L. Scribner
LEASE DATE: January 1, 1976
RECORDED: Book ___, Page ___
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS FROM THE SURFACE TO THE BASE OF THE DAKOTA FORMATION IN THE FOLLLOWING LANDS:

Township 29 North, Range 114 West

Section 30: E/2
Sublette County, Wyoming

RECORD TITLE - IN ALL OF THE ABOVE DESCRIBED LANDS AS TO ALL DEPTHS.

9. LEASE NUMBER: 01WY003871-000
LESSOR: First Wyoming Bank
LESSEE: Williams Exploration Company
LEASE DATE: September 1, 1981
EFFECTIVE DATE: March 29, 1982
RECORDED: Book 63, Page 129
DESCRIPTION: OPERATING RIGHTS - INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS ALL DEPTHS BELOW THE BASE OF THE DAKOTA FORMATION IN THE FOLLOWING LANDS:

Township 29 North, Range 114 West

Section 3: S/2 SE/4
Sublette County, Wyoming

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 the Estate of Margaret Justheim, c/o Raymond Ebert, Personal Representative, 2338 E. 3740 S., Salt Lake City, UT 84109, hereinafter referred to as "ASSIGNEE", its successors and assigns, all its right, title and interest to the overriding royalty interest in all oil, gas and other hydrocarbons produced, saved and marketed from the following lands subject to Oil and Gas Lease Wyoming State Lease 0-10799.

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

Section 36: All

(Sublette County, Wyoming)

IN WITNESS WHEREOF, the undersigned ASSIGNOR has hereunto affixed its signature this 14th day of April, 1992.

237031

C.E.C. Industries Corp.

RECORDED May 4 1992 10:05A M
IN BOOK EEm 0784 PAGE 492
FEES $6.00 Mary A. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

By: _____
George A. Matthews, Jr.
President

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

On this 14th day of April, 1992, 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: _____

Notary Public
RICHARD N. SMITH
10 West 100 South #700
Salt Lake City, Utah 84111
My Commission Expires
June 1, 1994
State of Utah

_____ Public

J. TODD
orney at Law
Bank Street, Ste E
ss Valley, CA 95945

237034

IN BOOK [redacted] PAGE [redacted]
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Bethany J. Walker

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING UNITED STATES OIL AND GAS LEASE Evanston 022243

KNOW ALL MEN BY THESE PRESENTS, That ADA BARBARA GOBRECHT, 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:

ADA BARBARA GOBRECHT, as Trustee of the "ADA B. GOBRECHT TRUST"

Being in all total of an undivided .87500% 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:

U. S. Lease - Evanston 022243
Township 27 North, range 113 West, 6th P.M.
Section 15: N/2, SE/4
Section 22: N/2, N/2 S/2, SE/4 SW/4, S/2 SE/4
Containing 1,080.00 acres, more or less
Sublette County, Wyoming

ORRI - .87500% Containing 1,080.00 acres, more or less.

WITNESS my hand this 13 day of March, 19 92.

WITNESS:

X Ada Barbara Gobrecht
ADA BARBARA GOBRECHT

STATE OF CALIFORNIA)
) ss.
COUNTY OF NEVADA)

The foregoing instrument was acknowledged before me by ADA BARBARA GOBRECHT, this 13 day of March, 19 92.

Witness my hand and official seal.

LEO J. TODD Notary Public

My Commission Expires:

3/6/1996

LEO J. TODD
Comm. #957331
NOTARY PUBLIC - CALIFORNIA
NEVADA COUNTY
My Comm. Expires Mar. 6, 1996

RECEIVED
CHEYENNE, WYO.
92 MAR 23 AM 9:30
BUREAU OF LAND MANAGEMENT

493

QUALIFICATIONS OF ASSIGNEE OF OVERRIDING ROYALTY

UNDER UNITED STATES OIL AND GAS LEASE EVANSTON 022243

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

1 Assignee is 21 years of age or over, and is a citizen of the United States: XXXXXX Native born, _____ Naturalized

2 Assignee is a corporation or other legal entity, (kind)

n/a

3 Assignee's interest, direct or indirect, does not exceed 246.080 chargeable acres in options and leases and offers to lease in the same state.

4 Assignee is the sole party in interest in this assignment.

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

6 Amount remitted: $25.00 Filing Fee: $25.00

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

Executed this 13 day of March, 19 92.

ASSIGNEES

Ada Barbara Gobrecht
ADA BARBARA GOBRECHT

_____

Address:

10890 Rough and Ready Highway
Grass Valley, CA 95945

[redacted]

Please return to:
[redacted]
Mobil Exploration & Producing U.S. Inc.
Attn: Property Administration
P.O. Box 650232
Dallas, TX 75265-0232

LEASE NO. WY-7435-A

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That MOBIL OIL CORPORATION, authorized to transact business in the State of Wyoming, does hereby release, remise, and relinquish unto the owners entitled thereto, their heirs, administrators, successors and assigns all of its right, title and interest in and to that certain Oil and Gas Lease dated the 3rd day of February, 1988, and executed by Glen T. Wadsworth and Fay T. Wadsworth, husband and wife, as Lessor, to Cities Service Oil and Gas Corporation, as Lessee, said lease being recorded in Book 578, Page 195, Official Records of Sublette County, Wyoming, and covering the following described land situated in Sublette County, State of Wyoming, to wit:

Township 13 North, Range 114 West
Sec. 8: SE/4 SE/4
Sec. 9: NW/4 SE/4, NE/4 SW/4, S/2 SW/4
Sec. 16: NE/4 NW/4 & W/2 W/2
Sec. 17: E/2 E/2

IN WITNESS WHEREOF, MOBIL OIL CORPORATION has caused these presents to be duly executed on this the 24th day of April, 1992.

MOBIL OIL CORPORATION

237035

BY: E. C. Hixson
Attorney-in-Fact

RECORDED May 4 AD 92 4:45P
IN BOOK 89 04 PAGE 495
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On April 24, 1992 before me, by Barbara A. Walker the undersigned, a Notary Public in and for said County and State, personally appeared E. C. Hixson, known to me to be the person whose name is subscribed to the within instrument as an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his own name as attorney in fact.

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

BARBARA D. MURPHY NOTARY PUBLIC STATE OF TEXAS EXPIRES 7-15-95

Barbara D. Murphy
Notary Public in and for said County & State

My commission expires 7/15/95.

THIS INSTRUMENT WAS PREPARED BY MOBIL EXPLORATION & PRODUCING U.S. INC., P.O. BOX 650232, DALLAS, TX 75265-0232.

496

000717

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

The undersigned, Mary B. Calvert, Assignor, for value received, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign and convey to Norwest Bank Wyoming, Casper, N.A., Trustee of the William H. Brown Trust, Assignee, all of her right, title and interest in overriding royalty interests which burden the oil and gas leases described on Exhibit "A" hereto, which Exhibit by this reference and attachment is incorporated herein as a part of this Assignment.

IN WITNESS WHEREOF, these presents are executed this 21ST day of April, 1992.

Mary B. Calvert

Mary B. Calvert
216 West Seventh
Casper, Wyoming 82601

RECEIVED
RECORDED
FEE WATER CO.
APR 23 PM

STATE OF WYOMING)
) SS:
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Mary B. Calvert, this 21st day of April, 1992.

WITNESS my hand and official seal.

KELLY M. NIELSEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOVEMBER 18, 1993
NATRONA COUNTY, WYOMING

Kelly M Nielsen
Notary Public

Residing at:
Casper, Wyoming

My Commission Expires:

11/18/1993

RECORDED APR 23 1992 AT 9:17 AM
IN BOOK 825 PAGE 717-19 RIVER, WYO
NO. 110502
ALBERT B. YESCO, COUNTY CLERK

237069

RECORDED May 6 1992 1:25 PM
IN BOOK 88 PAGE 496
FEES $ 10.00 Mary L. Lathrop COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT "A"

GARFIELD COUNTY, COLORADO

CO 9513
11-01-69

Garfield County, Colorado
Township 5 South, Range 100 West
Section 31: Lots 5, 6, 7, 8, NE¼, E½ W½
Section 35: S½NE¼, S½N½NE¼, S½N½N½NE¼, SE¼NW¼, S½NE¼NW¼, S½N½NE¼NW¼, E½SW¼, SE¼

Interest Assigned: 2.0000% Overriding Royalty

CO 11215
08-01-70

Garfield County, Colorado
Township 6 South, Range 100 West
Section 1: Lots 5, 6, 7, 10, SW¼SW¼, Tr 37
Section 2: SE¼SW¼

Interest Assigned: 2.0000% Overriding Royalty

CO 23900
11-01-69

Garfield County, Colorado
Township 5 South, Range 100 West
Section 36: E½, S½NW¼, S½N½NW¼, S½N½N½NW¼, N½NE¼NE¼NW¼, NE¼NW¼NE¼NW¼, SW¼

Interest Assigned: 2.0000% Overriding Royalty

CO 49701
01-01-70

Garfield County, Colorado
Township 6 South, Range 100 West
Section 24: SW¼SE¼

Interest Assigned: 2.0000% Overriding Royalty

UINTAH COUNTY, UTAH

UT 10184
12-01-69

Uintah County, Utah
Township 13 South, Range 25 East
Section 28: N½, SW¼, NW¼SE¼
Section 29: All
Section 30: All
Section 31: All

Interest Assigned: 2.0000% Overriding Royalty

UT 10186
12-01-69

Uintah County, Utah
Township 14 South, Range 25 East
Section 3: All
Section 8: W½, NE¼
Section 9: NW¼NE¼, S½N½
Section 10: SE¼
Section 11: N½NW¼
Section 15: E½SE¼
Section 17: N½, SW¼
Section 21: N½NE¼, SW¼NE¼, S½SE¼

Interest Assigned: 2.0000% Overriding Royalty

UT 6618
09-01-68

Uintah County, Utah
Township 15 South, Range 21 East
Section 11: All
Section 15: All
Section 17: All

Interest Assigned: 2.0000% Overriding Royalty

SWEETWATER COUNTY, WYOMING

WY 16488
01-01-69

Sweetwater County, Wyoming
Township 22 North, Range 92 West
Section 22: All
Section 24: All
Section 26: All

Interest Assigned: 2.5000% Overriding Royalty

SUBLETTE COUNTY, WYOMING

State of Wyoming 71-15759
10-02-79

Sublette County, Wyoming
Township 32 North, Range 114 West
Section 16: All

Interest Assigned: 1.0000% Overriding Royalty

[redacted] RELEASE [redacted] CORD [redacted]
[Terminated Oil and Gas Lease(s)]

W-9090-A

TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, as owner of those certain Oil and Gas Lease(s) which have now terminated of their own terms and described on Exhibit "A" hereof, does by these presents for and in consideration of the premises, release all of its right, title and interest in, to and under said Oil and Gas Lease(s) as shown on said Exhibit "A" in Sublette County, State of Wyoming.

Executed and dated this 8th day of April, 1992.

TEXACO INC.

By J. K. Hendrickson
Attorney-in-Fact J. K. Hendrickson

TEXACO EXPLORATION AND PRODUCTION INC.
SUCCESSOR IN INTEREST TO TEXACO INC.

By J. K. Hendrickson
Attorney-in-Fact J. K. Hendrickson

Prepared by: Teresa A. Isby
Texaco Exploration and Production Inc.
Land Dept.
P. O. Box 2100
Denver, CO 80201

237152

RECORDED May 14 19 92 3:20 P M
IN BOOK 88 of M & P PAGE 499
FEES $10.00 Mary L. Lybyer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

APPROVED AS TO
DESCRIPTION & DATA
CLP 3-16-92

CO-WY

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

The foregoing instrument was acknowledged before me this 8th day of April, 19 92, by J. K. Hendrickson, the Attorney-in-Fact of TEXACO EXPLORATION AND PRODUCTION INC., a corporation.

WITNESS My hand and official seal.

D. M. NELSON NOTARY PUBLIC STATE OF COLORADO

My commission expires:

D. M. Nelson
Notary Public
Residing at:
D. M. Nelson
1466 Sierra Dr.
Castle Rock, CO 80104
My Commission expires: April 17, 1995

CO & WY

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

The foregoing instrument was acknowledged before me this 8th day of April, 1992, by J. K. Hendrickson, the Attorney-in-Fact of TEXACO INC., a corporation.

WITNESS My hand and official seal.

D. M. NELSON NOTARY PUBLIC STATE OF COLORADO

My commission expires:

D. M. Nelson
Notary Public
Residing at:
D. M. Nelson
1466 Sierra Dr.
Castle Rock, CO 80104
My Commission expires: April 17, 1995

DATABASE: WEST REGION TI-34 FOR PERIOD: OCT 1-31 1991

EXPL DIV: WR STATE: WYOMING COUNTY: 035 SUBLETTE

--LAND FILE NO--	LEASE NAME	LEASE DATE	LAND DESCRIPTION	RECORDED BOOK	RECORDED PAGE
W - 9090-A	FED W-66842	03/01/1979	118.47 ACS, 27N-115W, 6TH PM, SEC 1: LOTS 5,6,9, SWNE.	58	2

502

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-119348

Lease Effective Date
(Anniversary Date)
3/01/90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Samedan Oil Corporation (16.6666%)
Street 1660 Lincoln Street, Suite 3000
City, State, ZIP Code Denver, Colorado 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 separate attached sheet of paper.

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West, 6th P.M. Section 8: SE¼SE¼ Section 10: Lot 4, SW¼NW¼, W½SW¼ Section 15: NE¼SW¼, S½SW¼ Section 18: Lots 3, 4, E½, E½W½ Containing 852 acres, more or less Sublette County, Wyoming	33.3333	33.3333	-0-	-0-	1%

237153

RECORDED May 14 '92 3:30 PM
IN BOOK 88 of Misc PAGE 502
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany D. 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 MAY 1 1992

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

By /s/ Florence R. Speltz (Authorized Officer) FOR ASSIGNEE SUPERVISORY LAND LAW EXAMINER (Title) APR 29 1992 (Date)

[redacted] [redacted] [redacted]

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

Flying J Oil & Gas Inc. (16.6667%)
333 Center Street, PO Box 175
N. Salt Lake, Utah 84054

STATE OF NEVADA)
)
COUNTY OF WASHOE)

On this 16TH day of March, 1992, before me personally appeared Richard G. Fortmann, to me personally known, who, by me sworn, did say that he is the President of Sierra Energy Company, and that said Company, by authority of its Board of Directors and said Richard G. Fortmann, acknowledged said instrument to be the free act and deed of said Company.

Witness my official signature and seal on the month, day and year first above written.

My Commission Expires:
January 20, 1995

REBECCA M. ARMER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES JAN. 20, 1995

Rebecca M. Armer
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 16 day of March, 19 92

Name of Assignor as shown on current lease SIERRA ENERGY COMPANY
Please type or print

Assignor
Richard G. Fortmann, President

ATTEST:
Asst. Secretary

6100 Neil Road, PO Box 20200
(Assignor's Address)
Reno, Nevada 89520
(City) (State) (Zip Code)

Executed this 31ST day of March, 19 92

ASSIGNEES:

SAMEDAN OIL CORPORATION

George L. DeMare, Vice President &
Division General Manager

FLYING J OIL & GAS INC.

John R. Scales
Sr. Vice President

ATTEST:
James W. Wilson,
Asst. Sec.

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

503

SOC Lease #16-18-018 504

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.
WYW-119349

Lease Effective Date
(Anniversary Date)
3/01/90

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Samedan Oil Corporation (16.6666%)
   Street 1660 Lincoln Street, Suite 3000
   City, State, ZIP Code Denver, Colorado 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 separate attached sheet of paper.

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West, 6th P.M. Section 9: Lots 1, 2, S½NE¼, NE¼SW¼, S½SW¼, SE¼ Section 17: NE¼, S½ Section 20: NW¼NE¼, W½, SE¼SE¼ Section 21: NE¼NE¼, S½NE¼, NE¼SW¼, S½SW¼, SE¼ Section 28: All Containing 2,302.9 acres, more or less Sublette County, Wyoming	33.3333	33.3333	-0-	-0-	1%

237154

RECORDED May 14 AD 92 5:30P M
IN BOOK 89 Orig Misc PAGE 504
FEES $ 8.00 Mary L. Whitehead 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 MAY 1 1992

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

/s/ Florence R. Speltz
By (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

APR 29 1992 (Date)

FOR ASSIGNEE

[redacted]

Flying J Oil & Gas Inc. (16.6667%)
333 Center Street, PO Box 175
N. Salt Lake, Utah 84054

STATE OF NEVADA)
)
COUNTY OF WASHOE

On this 16TH day of March, 1992, before me personally appeared Richard G. Fortmann, to me personally known, who, by me sworn, did say that he is the President of Sierra Energy Company, and that said Company, by authority of its Board of Directors and said Richard G. Fortmann, acknowledged said instrument to be the free act and deed of said Company.

Witness my official signature and seal on the month, day and year first above written.

My Commission Expires:
January 20, 1992

REBECCA M. ARMER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES JAN. 20, 1995

Rebecca M. Armer
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 16 day of March, 19 92

Name of Assignor as shown on current lease SIERRA ENERGY COMPANY
Please type or print

Assignor Richard G. Fortmann, President

ATTEST Assistant Secretary

6100 Neil Road, PO Box 20200
(Assignor's Address)
Reno, Nevada 89520
(City) (State) (Zip Code)

Executed this 31ST day of March, 19 92

ASSIGNEES:

SAMEDAN OIL CORPORATION

George L. DeMare, Vice President &
Division General Manager

FLYING J OIL & GAS INC. ATTEST:

John R. Scales, Sr. Vice President — James W. Wilson, Asst. Sec.

PA

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.

506

237157

RECORDED May 14 19 92 3:40P M
IN BOOK 88 of M L PAGE 506
FEES $10.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

MINERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

WILLIAM A. SEARS, JR., a married man, Grantor and Assignor, and RUTH FOX SEARS, Grantor and Assignor, of Natrona County, and State of Wyoming, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, BARGAIN, SELL, CONVEY, WARRANT, ASSIGN, TRANSFER and SET OVER to WILLIAM A. SEARS, JR., Trustee and his successors in Trust under the SEARS FAMILY TRUST*, Grantee and Assignee, whose address is P. O. Box 1369, Casper, Wyoming 82602, all of Grantors' right, title and interest in and to the real estate described on Exhibit "A" attached hereto, which is hereby incorporated by reference just as fully as if such document were set forth herein in its entirety, 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 Grantors' right, title and interest in lands covered by any lease, assignment, or other conveyance, whether or not such lands are fully described in Exhibit "A";

All wells located on the lands described in Exhibit "A" as well as 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 interest in any way associated with or related to the Subject Interests, including the rights to enforce any covenants, representation, condition or warranty Assignors may enforce, to the full extent such rights are transferrable.

All personal property and fixtures hereby conveyed and sold "as is, where is." Notwithstanding the absence of a warranty as to the personal property hereby transferred, Assignors transfer, convey and assign to Assignee any rights or interests Assignors may have to enforce any covenant, representation, condition or warranty Assignors 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 Mineral Conveyance, Assignment and Bill of Sale, and subject to all of the terms and provisions of the applicable leases and other contracts.

This Mineral Conveyance, Assignment and Bill of Sale shall inure to the benefit of the Grantee, his successors and assigns, and shall be binding upon the parties hereto, their successors and assigns, forever.

* The SEARS FAMILY TRUST (the "Trust") is dated June 7, 1991 and was executed at Casper, Natrona County, Wyoming. The Trustors of the Trust are WILLIAM A. SEARS, JR. and RUTH FOX SEARS, each of whom has an unrestricted power to revoke the terms of said trust and revest his or her share of said trust in himself or herself respectively. The

beneficiaries of the Trust are WILLIAM A. SEARS, JR., during his lifetime, and thereafter Trustor's spouse, RUTH FOX SEARS, during her lifetime, and thereafter Trustor's children, or if one of them is not living then their respective descendants as defined more specifically in said trust. The Trustee and any successor trustee is empowered to buy, sell, convey, encumber, assign, lease and in all manners deal in and with the assets of such trust without giving notice to or obtaining consent of the beneficiaries. The assets and interests hereby conveyed to the Trustees shall be held added to WILLIAM A. SEARS, JR. separate share of the Trust Estate and scheduled on Schedule A of said trust and shall be administered in accordance with the terms of said Trust Agreement.

WITNESS my hand this 1st day of March, 1992.

WILLIAM A. SEARS, JR.

RUTH FOX SEARS

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

I hereby certify that the foregoing instrument was acknowledged before me by WILLIAM A. SEARS, JR. and RUTH FOX SEARS, this 1st day of March, 1992.

Witness my hand and official seal.

Billye Carlene Slocum, Notary Public

My Commission Expires October 3, 1993.

BILLYE CARLENE SLOCUM - NOTARY PUBLIC
COUNTY OF NATRONA STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 3, 1993

EXHIBIT A

Attached to and made a part of that certain Mineral Conveyance, Assignment and Bill of Sale dated March 1, 1992, from William A. Sears, Jr. and Ruth Fox Sears to William A. Sears, Jr., Trustee and his successors in Trust under the Sears Family Trust.

County: Sublette County

Lease Name	Description
WYW-15340	Township 27 North, Range 112 West, 6th P.M. Section 24: E½
WYW-2108	Township 27 North, Range 112 West, 6th P.M. Section 24: W½W½ Section 25: W½
WYW-3776	Township 27 North, Range 112 West, 6th P.M. Section 13: W½W½ Section 25: E½
WYW-2690	Township 27 North, Range 111 West, 6th P.M. Section 31: Lots 1 thru 7, NE¼, E½NW¼, NE¼SW¼, N½SE¼ Section 32: Lot 1
EV-025548	Township 27 North, Range 112 West, 6th P.M. Section 26: All
State of Wyoming 67-4099	Township 27 North, Range 112 West, 6th P.M. Section 16: E½

SCHEDULE "A"

GEORGE H. FLETCHER, Grantor, does hereby sell, transfer, convey, quitclaim and assign for Ten Dollars ($10.00) and other good and valuable consideration, all rights, title and interest in the property set forth below to the Trustees subject to the terms and conditions of THE GEORGE H. FLETCHER FAMILY TRUST dated the 15th day of January, 19 86, Grantee.

1. An undivided .43750% ORRI in and to oil and gas produced from or allocated to George H. Fletcher under the Evanston (66)-022247 Farm, described as follows:

Township 27 North, Range 113 West, 6th P.M.
Section 3: All
Section 4: Lot 1, SE1/4NE1/4, E1/2SE1/4
Section 9: E1/2E1/2
Section 10: All

Containing 1,601.73 acres, more or less.

Birch Creek Unit Area, Sublette County, Wyoming.

237209

RECORDED May 19 AD 2 1:15 PM
IN BOOK 88 Misc Rec PAGE 509
FEES $6.00 Mary L. Gallegos COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

George H. Fletcher
GEORGE H. FLETCHER

STATE OF Utah)
: ss
COUNTY OF Cache)

On the 21st day of January, 1986, personally appeared before me George H. Fletcher, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public
Residing at: Salt Lake City Ut.

My commission expires: 3-26-89

Form No. 175
(July 1951)

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

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RECEIVED
MAY 31 1955
OFFICE STAMP

Land Office
Cheyenne, Wyo.

510

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 280061
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Cheyenne, Wyo.
Serial No. Wyo. 025410
Date of Lease June 1, 1951

0050281-000
0050282-000
G.R.B.

RECEIVED
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BLM DENVER

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 Merris 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, Lot 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.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 20%
4. Overriding royalty reserved herein to assignor ~~99½%~~ 12½% (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved None (State percentage only)

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

"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 May 19 55

WITNESS:
Rose E Stanton

Elizabeth Ann Sunseri
(Assignor's signature)
1366 S Mansfield Ave
(Address)
Los Angeles Calif.

CERTIFIED to be a true and comparative copy of the official records on file
APR 14 1992
BUREAU OF LAND MANAGEMENT

RECORDED May 26 19 55 at 8:35 A.M.
IN BOOK 80 PAGE 510
FEES $6.00 Mary A. White COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

2372472

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this 31st day of May 19 55

WITNESSES:
Thomas Hayes Cheyenne, Wyoming
(Name and address)
.....
(Name and address)

Merris Kline
(Assignee's signature)
P.O. Box 974, Cheyenne, Wyoming
(Address)

Assignment approved effective JUN 1 1955

THE UNITED STATES OF AMERICA
By .....
(Signing officer)
Manager, Land Office
(Title)

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

15

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IN BOOK
NO. 92-2704
$6.00

[redacted] [redacted] [redacted] 75-177-000

Form 4-218
(August 1947)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 08051(a)

EXCHANGE LEASE, Sec. 17(a), act 8/8/46 (60 Stat. 950)

819

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

1-12-49.

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the first day of February, 1948, by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and First Chance Oil Company and Estate of Brigham Y. Smith, Kemmerer, 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 LaBarge field:

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

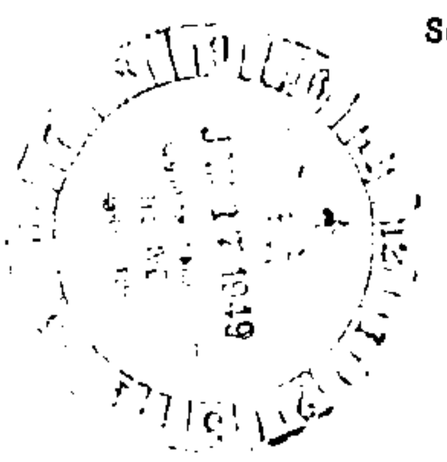
Sec. 27, W½SW¼NE¼,
E½NW¼,
S½NW¼NW¼,
SW¼NW¼,

x

x

x

x



containing 160 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.

237248

(1)

RECORDED May 26 19 92 8:35 AM
IN BOOK 88 Misc Rec PAGE 511
FEES $18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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511

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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[redacted] may prescribe, to furnish detailed [redacted]nts showing the amounts and qualit[redacted] 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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Cecilia A. Kwalski

BUREAU OF LA[illegible] MANAGEMENT

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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MAY 5 1992
BUREAU OF LAND MANAGEMENT

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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Adelle M Zawalski
BUREAU OF LA[illegible]MENT

cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By Lorane Rollins, Acting
Director of the Bureau of Land Management.

ATTEST:

Secretary

FIRST CHANCE OIL COMPANY

By J. Matt Brandon
President

Samuel C. Smith

Witnesses to signature of lessee.

Lessee.

U. S. GOVERNMENT PRINTING OFFICE 16 80206-1

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to be a true and comparative copy
of the official [illegible]

MAY 5 1982

BUREAU OF LAND MANAGEMENT

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SCHEDULE "C"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance an annual rental of $1 per acre prior to a discovery of oil or gas on the leased lands.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor the following royalty on production removed or sold from the leased lands: To and including February 27, 1943, the royalty due the United States shall be computed and paid on the basis of the royalty prescribed in the original lease.

(1) A royalty of 12-1/2 percent on the production removed or sold from—

(a) Land determined by the Director, Geological Survey, not to be within the productive limits of any oil or gas deposit on August 8, 1946;

(b) An oil or gas deposit which was discovered after May 27, 1941, by a well or wells drilled on the leased land and which is determined by the Director, Geological Survey, to be a new deposit; or

(c) Allocated to the lease pursuant to an approved unit or cooperative agreement from an oil or gas deposit which was discovered on unitized land after May 27, 1941, and determined by the Director, Geological Survey, to be a new deposit, but only if at the time of discovery the lease was committed to the agreement or was included in a duly executed and filed application for approval of the agreement.

(2) On production of oil removed or sold from lands not subject to subsection (1) hereof, where a flat royalty rate of 5 percent was fixed in the original lease:

When the average production for the calendar month in barrels per well per day is—

		not	over	110,	the	royalty	shall	be	12.5 percent;
over	110	but not	over	130,	"	"	"	"	18 "
"	130	" "	"	150,	"	"	"	"	19 "
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			over	400,	"	"	"	"	25 "

(3) On gas, including inflammable gas, helium, carbon dioxide, and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the calendar month does not exceed 5,000,000 cubic feet, 12-1/2 percent; and when the production of gas exceeds 5,000,000 cubic feet, 16-2/3 percent of the amount or value of the gas and liquid products produced.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

U. S. GOVERNMENT PRINTING OFFICE : 1971 O-[illegible]

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of the official records
MAY 5 1982
BUREAU OF LAND MANAGEMENT

0050297-000
0050298-000
Requirement #131

AFFIDAVIT

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Andrew C. Morris, being duly sworn, deposes and says that:

1. He is the Division Landman for Enron Oil & Gas Company.

2. He is familiar with the document listed below which affects lands located in Township 27 North, Range 112 West, Section 30: That portion of the bed of the Green River that is riparian to Lots 3, 4, 7 and 8; Section 31: That portion of the bed of the Green River that is riparian to Lots 1, 2, 5, 6, 8, 11 and 12, covered under Federal Leases W-059584 and W-059584-A.

   (a) Assignment of Overriding Royalty Interest dated October 25, 1982, but effective October 1, 1982, from W. B. Hoffhine to Belco Petroleum Corporation.

A certified copy of this document is attached as an Exhibit to this Affidavit.

3. For purposes of invoking the legal protection of constructive notice of said document listed above and attached hereto under the Wyoming record act, Affiant has executed this Affidavit which he will cause to be recorded in the records of the Sublette County Recorder, State of Wyoming.

ENRON OIL & GAS COMPANY

237249

RECORDED May 26 19 92 8:35A M
IN BOOK 88 MISC PAGE 518
FEES $8.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

By: Andrew C. Morris
Division Landman
"Affiant"

Subscribed and sworn to before me this 30th day of April, 1992.

My Commission Expires:

3-27-93

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of April, 1992, by Andrew C. Morris.

WITNESS my hand and official seal.

My Commission Expires:

3-27-93

Notary Public

9983D

STA[redacted]WYOMING [redacted]

COUNTY OF SUBLETTE

[redacted]

APR 24 1992

ENRON-DENVER

KNOW ALL MEN BY THESE PRESENTS:

For a valuable consideration, the receipt of which is hereby acknowledged, W. B. Hoffhine, P. O. Box 2042, Casper, Wyoming 82602, does hereby bargain, sell, assign and convey to Belco Petroleum Corporation, 10,000 Old Katy Road, Suite 100, Houston, Texas 77055, Assignor's overriding royalty interest in the following described lands:

T-27-N, R-112-W

1200-02F

1205-025

Sec. 30: That portion of the bed of the Green River that is reparin to Lots 3,4,7&8

Sec. 31: That portion of the bed of the Green River that is reparin to Lots 1,2,5,6, 8,11&12

containing 63.98 acres, more or less, with that portion of Section 30 lands being covered by that certain oil and gas lease from the U.S.A., Serial No. WY-059584 and that portion of Section 31 being covered by oil and gas lease from the U.S.A., Serial No. WY-059584A. The lands above assigned constitute Tracts 40 and 40-A of the Green River Bend Unit, Frontier Participating Areas A and B and Assignor's overriding royalty interest in said tracts entitles lessors to .00003553 interest in production from such participating area. This assignment to Belco Petroleum Corporation covers all of Assignor's interest in said Green River Bend Unit.

This assignment is executed this 25th day of October, 1982, but is effective as of 7:00 A.M. October 1, 1982.

W. B. Hoffhine

W. B. Hoffhine

STATE OF WYOMING

COUNTY OF ~~SUBLETTE~~ NATRONA

Before me, the undersigned authority, on this day personally appeared W. B. HOFFHINE, 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 25th day of October, 1982.

R. M. LEEDS NOTARY PUBLIC MY COMMISSION EXPIRES Aug. 7, 1984 Natrona County, Wyoming

My Commission Expires:

R. M. LEEDS

Notary Public, ~~Sublette~~ NATRONA County, Wyo.

520

1200869-10

Reg 131
T-5
3577-000

4-208

OIL AND GAS PROSPECTING PERMIT

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Consolidated.

U. S. Land Office at Evanston, Wyoming.
Serial No. 08051 - 08052

KNOW ALL MEN BY THESE PRESENTS, That the Secretary of the Interior, under and by virtue of the Act of Congress entitled "An act to promote the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain," approved February 25, 1920, has granted and does hereby grant a permit under section s 18 and 19 to First Chance Oil Company, Kemmerer, Wyoming, and the legal representatives of Brigham Y. Smith, deceased,

granting them the exclusive right for two years from the date hereof to prospect for oil or gas, but for no other purpose, the following-described lands:

08051 - SW¼ NE¼, E½ NE¼ Sec. 27, T. 27 N., R. 113 W., 6th P. M., Wyoming, containing 120 acres, more or less, under section 18 of the act;

08052 - S½ NW¼ NW¼, SW¼ NW¼, E½ NW¼ Sec. 27, T. 27 N., R. 113 W., 6th P. M., Wyoming, containing 140 acres, more or less, under section 19 of the act,

upon the express conditions following:

1. To mark each of the corners of the claim within ninety days from date hereof with substantial monuments so that the boundaries can be readily traced on the ground, and post in a conspicuous place, upon the lands covered hereby, a notice that such a permit has been granted, and a description of the lands covered by this permit.

2. Within six months from date hereof to install upon some portion of the lands a substantial and adequate drilling outfit and to commence actual drilling operations.

3. Within one year from date hereof to drill one or more wells, not less than six inches in diameter to a depth of at least 500 feet each, unless valuable deposits of oil or gas shall be sooner discovered.

4. Within two years from date hereof to drill one or more wells to a depth of at least 2,000 feet, unless valuable deposits of oil or gas shall be sooner discovered.

5. Not to drill any well within 200 feet of any of the outer boundaries of the lands covered by this permit unless the adjoining lands have been patented or the title thereto otherwise vested in private owners.

6. To carry on all operations hereunder in accordance with approved methods and practice; to use all reasonable precautions to prevent waste of oil or gas developed in the land, or the entrance of water through wells drilled by permittee to the oil sands or oil-bearing strata to the destruction or injury of the oil deposits, and to carry out, at the expense of the permittee, all reasonable orders of the Secretary of the Interior relative to prevention of waste and preservation of property, and to comply with such regulations as may be issued by the Secretary of the Interior as to methods of operation.

7. To furnish and maintain during the period of this permit a bond with a qualified corporate surety, in the sum of $1,000 or such other amount as the Secretary of the Interior may at any time require: (a) Against the failure of the permittee to repair promptly, so far as possible, any damage to the oil strata or deposits resulting from improper methods of operation; (b) to reimburse damage sustained by any reclamation homestead entryman, pursuant to the requirements of paragraph eight hereof; (c) to pay any damage caused to any reclamation project or the water supply thereof, by failure to comply fully with the requirements of paragraphs nine and ten hereof; (d) that as to any lands covered by this permit, embraced in any nonmineral application, entry, or patent, with a reservation of the oil and gas deposits to the United States, pursuant to the Act of July 17, 1914 (38 Stat., 509), under rights initiated prior to the application for permit, the permittee shall reimburse such nonmineral applicant, entryman, or patentee for all damage to crops or tangible improvements caused by drilling or other prospecting operations.

RECORDED Nov 2 19 92 9:40 AM
IN BOOK 44 PAGE 520
FEES $2.00 Mary A. Walker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

237323

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of the official record
APR 29 1992
BUREAU OF LAND MANAGEMENT

GOVERNMENT PRINTING OFFICE 6—6860

Patent 34, 189 JAN 8 1925

[redacted] mit which are also embraced in [redacted] eclamation homestead entry heretofo[redacted] reafter made with a reservation of the oil and gas to the United States, permittee shall reimburse the entryman for all damage to crops or improvements caused by such drilling or other operations, such damage to include reimbursement of the entryman by the permittee, of all reclamation charges for construction, operation, and maintenance for the portion of the land used and occupied by the permittee during the period of such use and occupation.

9. That as to any lands covered by this permit within the area of any Government reclamation project or in proximity thereto the permittee shall erect such dikes and embankments or take such other precautions as may be necessary as required by the Project Manager, effectively to impound any flow of refuse oil, salt water, or oil from wells drilled, to prevent any injury to lands susceptible of irrigation under such project or injury to the water supply thereof: Provided, further, that the permittee is prohibited from drilling upon any constructed works of the Bureau of Reclamation or right of way therefor.

10. This permit is granted upon the express condition that if any of the land covered thereby is embraced in a forest, reclamation, power, or other withdrawal, or is segregated for any particular purpose, operations under this permit shall be so conducted as not to interfere with the administration and use of the land for the purpose for which withdrawn or segregated to a greater extent than may be determined by the Secretary of the Interior to be necessary for the most beneficial use of the land, and on the further condition that in the event of discovery of oil or gas within the permit area, appropriate conditions for the protection of the uses and purposes for which the land is withdrawn or segregated may be incorporated in any lease or leases which may be issued.

11. That this permit is granted upon the express condition that the right is reserved to the Secretary of the Interior to permit upon such terms as he may determine to be just, for joint or several use, such easements, or rights of way, including easements in tunnels upon, through, or in the lands covered hereby, as may be necessary or appropriate to the working of the same, or of other lands containing the deposits described in the act under which this permit is granted.

12. The granting of this permit shall not preclude the allowance of entry, location, or selection of any of the lands included therein, where such entry, selection, or location is made with a reservation of the mineral deposits to the United States.

13. That until this permittee shall apply for a lease to one-quarter or more of the area included herein, he shall pay to the United States 20 per cent of the gross value of all oil or gas secured by him from the lands and sold or otherwise disposed of, or held by him for sale or other disposition.

14. The Secretary of the Interior reserves the right and authority to cancel this instrument for failure of the permittee to comply with any of the conditions enumerated herein or to exercise due diligence in the work of development.

Valid rights existing at the date of this permit will not be affected hereby.

Dated this 7th day of December, 1925.

First Assistant Secretary of the Interior.

RWV

16-6800

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of the official records on file

APR 29 1992

BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 08051(a)

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

(Sec. 14)

This Indenture of Lease, entered into, in triplicate, as of the **28th** day of **February, 1928**, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, acting in this behalf by the Secretary of the Interior, and

FIRST CHANCE OIL COMPANY, a corporation organized under the laws of the State of Wyoming, with principal place of business at Kemmerer, Wyoming, and the legal representatives of Brigham Y. Smith, deceased,

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

SEC. 1. *Purposes.*—That the lessor in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following described tract of land situated in the **County of Sublette** and more particularly described as follows:

W½ SW¼ NE¼, E½ NW¼, S½ NW¼ NW¼ and SW¼ NW¼ Sec. 27, T. 27 N., R. 113 W., 6th P.M., Wyoming, containing 160 acres, more or less,

237324

RECORDED June 2 1992 9:40 AM
IN BOOK 88 MISC PAGE 522
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of twenty (20) years, with the preferential right in the lessee to renew this lease for successive periods of ten (10) years, upon such reasonable terms and conditions as may be prescribed by the lessor, unless otherwise provided by law at the time of the expiration of such periods.

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[redacted]

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

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

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

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

(1) [redacted]

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

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

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

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

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

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

On that portion of the average production per well of more than 20 barrels and not more than 50 barrels per day for the calendar month ..... 14⅓ per cent.

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

On that portion of the average production per well of more than 100 barrels [redacted]

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

(2)

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BUREAU OF LAND MANAGEMENT

(3) On gas and casing-head gasoline:

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

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

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

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

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

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

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

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

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

(*h*) *Diligence—Prevention of waste—Health and safety of workmen.*—To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees;

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

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

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

(k) *Assignment of lease.*—Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior first had and obtained.

(l) *Deliver premises in cases of forfeiture.*—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, in so far as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

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

(e) *Helium.*—Pursuant to section 1 of the act, the lessor reserves the right to take all helium from any gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium, the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: *Provided*, That the lessee shall not, as a result of the operation in this section provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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BUREAU OF LAND MANAGEMENT

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

SEC. 5. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within six months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not, within six months, elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within ninety days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells.

SEC. 6. *Judicial proceedings in case of default.*—If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 7. *Heirs and successors in interest.*—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. *Unlawful interest.*—It is also further agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat., 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF

THE UNITED STATES OF AMERICA,

C. C. DUNCAN

By ..... *Secretary of the Interior.*
First Assistant

First Chance Oil Company

By Peter Gordon, Jr., President

Ivan B. Jones, Secretary

Bingham Y. Smith, deceased

Annie Smith Dowey

Administratrix

Samuel C. Smith

Administrator

Attest

Witness to signature of—

A. F. Jones

Joy T. Elsinore

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to be a true and comparative copy
of the official records on file
APR 29 1992
BUREAU OF LAND MANAGEMENT

[redacted]

UNITED [redacted]

DEPARTMENT OF [redacted]TERIOR

BUREAU OF LAND MANAGEMENT

OFFICE STAMP

RECEIVED JAN 14 1957

The following to be filled in by land office when new serial number is required:

New Serial No. .....

[redacted]

75177-000

Office Evanston

Serial No. 08051-A

Date of Lease February 1, 1948.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to Gladys Gloria Wilson
(Name and address)

of Big Piney, 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 27 North, Range 113 West 6th P. M., Wyoming.

Section 27: W½SW¼NE¼,
E½NW¼,
S½NW¼NW¼,
SW¼NW¼.
Containing 160 acres.

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APR 29 1992
BUREAU OF LAND MANAGEMENT

2. Interest of assignor in such lands One-eighth undivided interest
3. Extent of such interest conveyed to assignee All of the one-eighth undivided interest.
4. Overriding royalty reserved herein to assignor None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 12½ %, including interest assigned
(State percentage only)

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

Executed and witnessed this 19 day of December 19 56.

WITNESS:

Lucille Campbell

Address: Salt Lake City, Utah.

Bonnie S Jenkins as administratrix of the Estate of Brigham Y. Smith Deceased
(Assignor's signature)

53 East 4th So #21
Salt Lake City, Utah
(Address)

RECORDED Nov 2 19 56 at 9:40 A.M.
IN BOOK 82 PAGE 527
FEES $ 6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Bethany A Walker

237325

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 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

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

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

Executed and witnessed this 20th day of December 19 56

WITNESSES:

J. K. Wilson Big Piney Wyo.
(Name and address)

Clare Pfaff La Barge Wyo
(Name and address)

Gladys Gloria Wilson
(Assignee's signature)

Box 152 Big Piney Wyoming
(Address)

FEB 1 1957

Assignment approved effective .....

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Acting Manager, Land Office
P. O. Box 928, Cheyenne, Wyo
(Title)

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

NOTE.—This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 192.141 (a).

16-64804-1

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF WYOMING

COUNTY OF SUBLETTE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") executed by ULTRAMAR OIL AND GAS LIMITED, a Delaware corporation, whose address is 16825 Northchase Drive, Suite 1200, Houston, Texas 77060 (herein referred to as "Assignor") to WASHINGTON ENERGY EXPLORATION, INC., a Washington corporation, whose address is 720 Olive Way, Suite 500, Seattle, Washington 98101 (herein referred to as "Assignee"), dated effective at 7:00 a.m., local time, on April 1, 1992 (hereinafter called the "Effective Time").

Assignor, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, the following described properties:

(a) All of Assignor's right, title and interest in and to the oil, gas and/or mineral lease(s) (the "Leases", whether one or more) described in Exhibit A attached hereto and made a part hereof for all purposes (the "Subject Interests"); and

(b) All right, title and interest of Assignor in and to or derived from the following insofar as the same are attributable to the Subject Interests:

(i) all unitization, communication and pooling agreements and orders covering the Subject Interests or any other part thereof and the units and pooled areas created thereby;

(ii) all surface leases, easements, rights-of-way, permits, licenses, servitudes, water rights and other interests appurtenant to the Subject Interests; and

(iii) all real and personal property located upon the Leases (or land pooled or unitized therewith) and used in connection with the exploration, development or operation of the Subject Interests.

The rights, titles and interests granted, bargained, sold, conveyed, assigned, transferred, set over and delivered pursuant to this Article I are hereinafter sometimes collectively called the "Subject Properties".

TO HAVE AND TO HOLD the Subject Properties unto Assignee, Assignee's heirs, successors and assigns, forever; subject however, to the reservations and other matters set forth herein.

Disclaimer of Warranties. The Subject Properties are assigned to Assignee with special warranty of title by, through and under Seller, but no other. All personal property, improvements and fixtures constituting a portion of the Subject Properties is assigned to Assignee "AS IS, WHERE IS". WITHOUT LIMITATION OF THE

237327

RECORDED June 2 AT 92 9:50 A
IN BOOK EE of M & L PAGE 528
FEES $ 15.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Walker

GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, Assignor EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY, IMPROVEMENTS AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY AS TO CONDITION AND (d) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OF SAMPLES OF MATERIALS. To the extent transferable, the Assignee shall be and is hereby subrogated to all covenants and warranties of title by parties (other than Assignor or its affiliates) heretofore given to or made in favor of Assignor or its predecessors in title in respect of any of the Subject Properties.

Subject Encumbrances. The Subject Properties are assigned and conveyed by Assignor and accepted by Assignee expressly subject to the following:

(a) the agreements, instruments and documents which create or reserve to Assignor its interests in any of the Subject Properties;

(b) contracts for sale, purchase, exchange, refining, or processing of oil, gas or other mineral production, operating agreements, area of mutual interest agreements, gas balancing agreements, and other agreements which are customary in the oil, gas sulphur and other mineral exploration, development or extraction business or in the business of processing of gas and gas condensate production for the extraction of products therefrom; and

(c) all agreements, instruments and documents which describe, relate to or refer to any of the Subject Properties and are recorded in the County or Counties set forth in Exhibit A hereto or in the official records of any agency of the State(s) set forth in Exhibit A hereto or of the United States of America.

By Assignee's acceptance of this Assignment, Assignee assumes and agrees to keep and perform the obligations of Assignor under the above identified documents which accrue from and after the Effective Time and to indemnify and hold harmless Assignor from all losses, claims, demands, expenses and causes of action attributable to such obligations or Assignee's failure to perform the same, including, without limitation, judgments, penalties, interest, court costs and legal fees and expenses in connection with or in defense of same.

Further Assurances. Without limiting the above provisions, each of the parties hereto, forthwith and upon the request of the other, shall execute and deliver such documents and take such further actions as may be reasonably required in order to carry out the intent and purpose of this Assignment. Notwithstanding the foregoing sentence, Assignor shall not be obligated as a result of this Assignment or otherwise to agree to any diminution of rights under gas sales contracts to which Assignor is a party, even if such agreement by Assignor may be necessary under the regulations of the Federal Energy Regulatory Commission successor agency to qualify gas produced from the Subject Interests for interstate transportation.

FERC Order No. 451. Assignor reserves the right, pursuant to good faith negotiation procedures specified in 18 C.F.R. Sec. 270.201 or successor regulations ("Section 270.201"), to request

nomination of a price from the purchaser under any "existing contract", as such term is defined in Section 270.201. If Assignor exercises the foregoing right, Assignee agrees to be fully bound by the results of the such good faith negotiation procedures between Assignor and the purchaser, and Assignee shall take such further actions as may be necessary to reflect that the purchaser's renegotiation rights are fully preserved consistent with Section 270.201, notwithstanding any transfer hereby of the Leases by Assignor to Assignee.

No Diminution of Assignor's Contract Rights. Assignor shall not be obligated as a result of this Assignment or otherwise to agree to any diminution of rights under gas sales or other contracts to which Assignor is a party, even if such agreement by Assignor may be necessary under the regulations of the Federal Energy Regulatory Commission or successor agency to qualify gas produced from the Leases for interstate transportation.

Indemnification. Assignor hereby agrees to protect, defend, indemnify and hold harmless Assignee, its legal representative, successors and assigns, from and against any and all liabilities, damages, claims, demands, liens (including discharge of all liens), suits, causes of action, and any liability of whatsoever kind, character or nature (including, without limitation, any interest, penalty, reasonable attorney's fees and other costs and expenses incurred in connection therewith or the defense thereof), accruing in connection with Assignor's ownership and/or operations on the Leases prior to the Effective Time hereof.

Assignee hereby agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns, from and against any and all liabilities, damages, claims, demands, liens (including discharge of all liens), suits, causes of action, and any liability of whatsoever kind, character or nature (including, without limitation, any interest, penalty, reasonable attorney's fees and other costs and expenses incurred in connection therewith or the defense thereof), accruing in connection with Assignee's ownership and/or operations on the Leases from and after the Effective Time hereof.

Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Assignor and Assignee. All references herein to either Assignor or Assignee shall include their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the dates of their respective acknowledgements set forth below, to be effective, however, as of the Effective Time.

Assignor

ULTRAMAR OIL AND GAS LIMITED

ATTEST:

By: _____
P. McFall
Assistant Secretary

By: _____
Russell M. Bayliss
Vice President

Assignee

WASHINGTON ENERGY EXPLORATION, INC.

ATTEST:

By: _____
G. M. Danon
Assistant Secretary

By: _____
Keith E. Anderson
President

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on May 4, 1992 by Russell M. Bayliss, Vice President of Ultramar Oil and Gas Limited, a Delaware corporation, on behalf of said corporation.

(SEAL)

Patti J. Barger
Notary Public in and for the
State of Texas

PATTI J. BARGER
Notary Public, State of Texas
My Commission Expires: 02-05-94

Printed Name of Notary Public

My Commission Expires:

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on May 4, 1992 by Keith E. Anderson, President of Washington Energy Exploration, Inc., a Washington corporation, on behalf of said corporation.

(SEAL)

Patti J. Barger
Notary Public in and for the
State of Texas

PATTI J. BARGER
Notary Public, State of Texas
My Commission Expires: 02-05-94

Printed Name of Notary Public

My Commission Expires:

EXHIBIT "A"

BIRD CANYON PROSPECT
SUBLETTE COUNTY, WY

ATTACHED TO AND MADE A PART HEREOF OF THAT
CERTAIN ASSIGNMENT, BILL OF SALE AND CONVEYANCE
DATED May 4, 1992, BETWEEN
ULTRAMAR OIL AND GAS LIMITED AND WASHINGTON ENERGY EXPLORATION, INC.

LEASE NO.	LESSOR NAME	ORIGINAL LESSEE NAME	LSE. DATE/ EXP. DATE	BOOK	PAGE	GROSS/NET ACREAGE
2532	BLM W-61473 Legal Description: TWP 27 N, RGE 112 W Sec. 23: S/SE Sec. 24: SE/NW, E/SW	Rainbow Resources, Inc.	1/01/78 1/01/83	59	85	200.0000/200.0000
2533	BLM W-54914 Legal Description: TWP 27 N, RGE 112 W Sec. 23: W/2	Rainbow Resources, Inc.	6/01/76 6/01/81	54	368	320.0000/320.0000
2534	BLM W-54913 Legal Description: TWP 27 N, RGE 112 W Sec. 14: S/2	Rainbow Resources, Inc.	6/01/76 6/01/81	54	375	320.0000/320.0000

533

EXHIBIT "A-1"

LIST OF PROPERTIES

(Attached to and Made Part of Assignment, Bill of Sale and Conveyance Dated May 4, 1992
By and Between **Ultramar Oil and Gas Limited**, Assignor, and **Washington Energy Exploration, Inc.**, Assignee)

PROSPECT/FIELD	OPERATOR	WELL NAME
Bird Canyon	Apache	Federal #1-23
	Apache	Federal #2-23
	Apache	Federal #3-14

534

[redacted] [redacted] [redacted]

0075174-000

Form 4—213
(September [illegible] 51)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
NOV 16 1965
All [illegible] 11 12 1 2 3 4 5 6 P M

Land Office

WYOMING

Serial Number

Evanston 07675-C

OIL AND GAS LEASE
RENEWAL XXXXXXXXXXXX – PUBLIC DOMAIN LANDS
Act of February 25, 1920 (41 Stat. 437) as amended (30 U.S.C. Sec. 181 *et seq.*)

THIS INDENTURE OF LEASE, entered into, as of NOVEMBER 1, 19 65, by

and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called the Lessor, and

Kemmerer-LaBarge Oil Company
717 Pine Street
Kemmerer, Wyoming

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 (30 U.S.C. Sec. 181 *et seq.*), 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:

SEC. 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 La Barge field:

T. 27 N., R. 113 W., 6th Prin. Mer., Wyoming
Sec. 34: E½E½
T. 26 N., R. 113 W., 6th Prin. Mer., Wyoming
Sec. 3: Lot 1

containing 201.00 acres, more or less, 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 XXXXX 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur, 1/

1/ with preferential right in lessee to renew this lease for successive periods of 10 years, upon such reasonable terms and conditions as may be prescribed by lessor, unless otherwise provided by law at expiration of such period.

K.L.B.O.Co. [illegible]

Bond in sum of $ 5,000
with Aetna Casualty & Surety Co.
as surety filed.

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 29 1992
Sherry Hathorn
BUREAU OF LAND MANAGEMENT

RECORDED June 8
IN BOOK Ed 24 Misc PAGE 535
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

237410

SEC. 2. In consideration of the foregoing, the Lessee agrees:

(a) *Bonds.* (1) To maintain any bond furnished by the Lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the Lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 192.100(e) applicable to this lease.

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

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

ORIGINAL

(d) *Rentals and royalties.* (1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

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

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

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

(e) *Payments.* Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the Lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.* To file with the Oil and Gas Supervisor of the Geological Survey not later than thirty (30) days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of gas, natural gasoline, and other products of the leased lands: *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 as in accordance with the Oil and Gas Operating Regulations.

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

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

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

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

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

(l) *Nondiscrimination clauses.* In connection with the performance of work under this contract, the Lessee agrees as follows:

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

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

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

(4) The Lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The Lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

CERTIFIED
to be a true and complete and comparative copy
of the official records on file
APR 29 1992
BUREAU OF LAND MANAGEMENT

[redacted]ager[redacted]e Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The Lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

SEC. 3. The Lessor reserves:

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

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

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

(d) *Helium.* Pursuant to Sec. 1 of the act, 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 Sec. 36 of the act, to take royalties in amount or in value of production.

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

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

SEC. 5. *Surrender and termination of lease.* The Lessee may surrender this lease or any legal subdivision thereof by filing in the proper Land Office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the Lessee and his

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BUREAU OF LAND MANAGEMENT

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 ninety (90) days thereafter of remo ; from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the Lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided, That* the Lessee shall remove any or all of such property where so directed by the Lessor.

SEC. 7. *Proceedings in case of default.* If the Lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease) and such default shall continue for a period of thirty (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 Sec. 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 Sec. 31 of the act; but this provision shall not be construed to prevent the exercise by the Lessor of any legal or equitable remedy which the Lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the Lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the Lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

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

Kemmerer-LaBarge Oil Company

Patrick J. Crowley
(Lessee Signature) President

Attest:

Glen L Roberts
(Lessee Signature) Secretary

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

NOV 17 1965
(Date)

GPO 849555

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APR 29 1992
Sherri Bottger
BUREAU OF LAND MANAGEMENT

Form 3120–11
(March 1965)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RENTAL AND ROYALTIES

SCHEDULE "D"

RENTALS – To pay the lessor in advance an annual rental of $1 per acre prior to a discovery of oil or gas on the leased lands.

MINIMUM ROYALTY – To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

ROYALTY ON PRODUCTION – To pay the lessor the following royalty on production removed or sold from the leased lands:

1. A royalty of 12½ percent on the production removed or sold from

   a. Land determined by the Director, Geological Survey, not to be within the productive limits of any oil or gas deposit on August 8, 1946;

   b. An oil or gas deposit which was discovered after May 27, 1941, by a well or wells drilled on the leased land and which is determined by the Director, Geological Survey, to be a new deposit; or

   c. Allocated to the lease pursuant to an approved unit or cooperative agreement from an oil or gas deposit which was discovered on unitized land after May 27, 1941, and determined by the Director, Geological Survey, to be a new deposit, but only if at the time of discovery the lease was committed to the agreement or was included in a duly executed and filed application for approval of the agreement.

2. On production of oil removed or sold from lands not subject to subsection (1) hereof.

see (a) below

(a) When the average production for the calendar month in barrels per well per day is not over 50, the royalty shall be 12.5 per cent;
over 50 but not over 60, " " " " 13 "
" 60 " " " 70, " " " " 14 "
" 70 " " " 80, " " " " 15 "
" 80 " " " 90, " " " " 16 "
" 90 " " " 110, " " " " 17 "
" 110 " " " 130, " " " " 18 "
" 130 " " " 150, " " " " 19 "
" 150 " " " 200, " " " " 20 "
" 200 " " " 250, " " " " 21 "
" 250 " " " 300, " " " " 22 "
" 300 " " " 350, " " " " 23 "
" 350 " " " 400, " " " " 24 "
" 400 " " " " 25 "

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K. Le B. O G.
PJG

GPO 848 - 237

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Form No. 1

OIL AND GAS PROSPECTING PERMIT

237411

RECORDED June 8 19 92 10:10A M
IN BOOK 88 MISC PAGE 540
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

U. S. Land Office at Evanston, Wyoming.

Serial No. 07675

KNOW ALL MEN BY THESE PRESENTS, That the Secretary of the Interior, under and by virtue of the act of Congress entitled "An Act to promote the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain," approved February 25, 1920, has granted and does hereby grant a permit ~~x~~ under Sec. 13,

to the Kemmerer LaBarge Oil Company,
Kemmerer, Wyoming.

granting it the exclusive right for two years from the date hereof to prospect for oil or gas, but for no other purpose, the following-described lands:
E½, Sec. 34, T. 27 N., R. 113 W., 6th P.M., and Lots 1,2,3,4, Sec. 3, T. 26 N., R. 113 W., 6th P.M., Evanston, Wyoming, containing 481.56 acres.

upon the express conditions following:

1. To mark each of the corners of the claim within ninety days from date hereof with substantial monuments so that the boundaries can be readily traced on the ground, and post in a conspicuous place, upon the land covered hereby, a notice that such a permit has been granted, and a description of the lands covered by this permit.

2. Within six months from date hereof to install upon some portion of the lands a substantial and adequate drilling outfit and to commence actual drilling operations.

3. Within one year from date hereof to drill one or more wells, not less than 6 inches in diameter, to a depth of at least 500 feet each, unless valuable deposits of oil or gas shall be sooner discovered.

4. Within two years from date hereof to drill one or more wells to a depth of at least 2,000 feet, unless valuable deposits of oil or gas shall be sooner discovered.

5. Not to drill any well within 200 feet of any of the outer boundaries of the lands covered by this permit unless the adjoining lands have been patented or the title thereto otherwise vested in private owners.

6. To carry on all operations hereunder in accordance with approved methods and practice; to use all reasonable precautions to prevent waste of oil or gas developed in the land, or the entrance of water through wells drilled by permittee to the oil sands or oil-bearing strata to the destruction or injury of the oil deposits, and to carry out, at the expense of the permittee, all reasonable orders of the Secretary of the Interior relative to prevention of waste and preservation of property, and to comply with such regulations as may be issued by the Secretary of the Interior as to methods of operation.

7. To furnish and maintain during the period of this permit a bond with qualified corporate surety, in the sum of $1,000, conditioned against the failure of the permittee to repair promptly, so far as possible, any damage to the oil strata or deposits resulting from improper methods of operation.

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BUREAU OF LAND MANAGEMENT

541
42

(Over)

Posted In 54/11

8. That as to any lands covered by this permit embraced at the date hereof in any entry or patent with a reservation of the oil and gas deposits to the United States, pursuant to the act of July 17, 1914 (38 Stat., 509), or the act of December 29, 1916 (39 Stat., 862), permittee shall reimburse such entryman or patentee for all damage to crops and improvements caused by drilling or other prospecting operations.

9. That this permit is granted upon the express condition that the right is reserved to the Secretary of the Interior to permit upon such terms as he may determine to be just, for joint or several use, such easements or rights of way, including easements in tunnels upon, through, or in the lands covered hereby, as may be necessary or appropriate to the working of the same, or of other lands containing the deposits described in the act under which this permit is granted.

10. This permit is granted on the express condition that if any of the land covered thereby is embraced in a forest, reclamation, power, or other withdrawal, or is segregated for any particular purpose, operations under this permit shall be so conducted as not to interfere with the administration and use of the land for the purpose for which withdrawn or segregated to a greater extent than may be determined by the Secretary of the Interior to be necessary for the most beneficial use of the land.

11. The granting of this permit shall not preclude the allowance of entry, location or selection of any of the lands included therein, where such entry, selection, or location is made with a reservation of the mineral deposits to the United States.

12. That until this permittee shall apply for a lease to one-quarter or more of the area included herein, he shall pay to the United States 20 per cent of the gross value of all oil or gas secured by him from the lands and sold or otherwise disposed of, or held by him for sale or other disposition.

13. The Secretary of the Interior reserves the right and authority to cancel this instrument for failure of the permittee to comply with any of the conditions enumerated herein or to exercise due diligence in the work of development.

Valid rights existing at the date of this permit will not be affected thereby.

Dated this 23rd day of June, 1922.

F. M. Goodwin

~~First~~ Assistant Secretary of the Interior.

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SUBLETTE COUNTY LAND OFFICE
542

Barton
Duncan
Duckworth

Serial Evanston 07675(b)
Sec. 14-15

Renewal of Lease of Oil and Gas Lands
Under Act of February 25, 1920, as Amended.

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 1st day of November, 1948, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and Kemmerer-LaBarge Oil Company, party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," as amended, hereinafter referred to as the Act, which is made 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, and for the purpose of renewing the lease heretofore held by the lessee, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land situated in the LaBarge field, Wyoming, and more particularly described as follows:

T. 26 N., R. 113 W., 6th P.M., Wyoming,
sec. 3, lots 1, 2, 3, 4.
T. 27 N., R. 113 W., 6th P.M.,
sec. 34, N½NE¼, SE¼NE¼, E½SE¼.

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containing 280.87 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, with the preferential right in the lessee to renew the lease for successive periods of 10 years upon such reasonable terms and conditions as may be prescribed by the Secretary of the Interior.

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

(a) Bond.--To furnish and maintain at all times thereafter as required by the lessor a bond in the penal sum of not less than $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.

(b) Within 30 days of demand, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

Posted 5/1/92 - Map. Dr. O. 3/15/48

237412

RECORDED June 8 AT 92 10:10A M
IN BOOK 88 OF M L Records PAGE 542
FEES $ 16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

[redacted]age by wells on lands not the property [redacted]ssor or lands of the United States leas[redacted] royalty rate, or in lieu of any part of such drilling and production, with the consent of the Secretary of the Interior, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, provided such system is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure reasonable diligence in the development and operation of the property.

(d) Rentals.—To pay the lessor in advance an annual rental of $1 per acre where all or part of the leased lands are situated within the limits of a geologic structure of a productive oil or gas field as heretofore or hereafter defined by the Geological Survey, the rental for any one year to be credited against the royalty accruing for that year; Provided, (a) that such rental may be reduced, in the discretion of the Secretary of the Interior, to a minimum of not less than 25 cents per acre where a satisfactory showing is made that the lease cannot be operated successfully at the higher rental herein prescribed, and (b) that prior to a valuable discovery of oil or gas within the limits of the geologic structure upon which all or part of the leased lands are situated, the rental shall be 25 cents per acre: And provided further, that suspension of operations and production resulting in relief from payment of annual rental under the Act of February 9, 1933 (47 Stat. 798), will not be granted unless there is a well on the leased premises capable of production.

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

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

When the average production for the calendar month in barrels per well per day is

not over						50,	the royalty shall be		12.5	per cent;	
over	50	but	not	over		60,	"	"	"	13	"
"	60	"	"	"		70,	"	"	"	14	"
"	70	"	"	"		80,	"	"	"	15	"
"	80	"	"	"		90,	"	"	"	16	"
"	90	"	"	"		110,	"	"	"	17	"
"	110	"	"	"		130,	"	"	"	18	"
"	130	"	"	"		150,	"	"	"	19	"
"	150	"	"	"		200,	"	"	"	20	"
"	200	"	"	"		250,	"	"	"	21	"
"	250	"	"	"		300;	"	"	"	22	"
"	300	"	"	"		350,	"	"	"	23	"
"	350	"	"	"		400,	"	"	"	24	"
"	400	[redacted]					"	"	"	25	"

[redacted]

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

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

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

(This page 2 to be used in renewal leases where original lease royalty rate is 12½% and over).

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

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

(5) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum prices for purposes of computing royalty in value on any or all oil, gas, natural gasoline, and other liquid products obtained from gas; and that in no case shall the price so established be less than the estimated reasonable value of the product, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters.

(6) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor: Provided, That the lessee shall not be required to hold such royalty oil or other liquid products in storage beyond the last day of the calendar month next following the calendar month in which produced: And provided further, That the lessee shall be in no manner responsible or held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the lessee has no control.

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

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

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

(h) Payments.--Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor to the order of the Commissioner, General Land Office, such payments to be tendered to the Federal oil and gas supervisor of the district in which the leased land is situated.

(i) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith, and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

[redacted]on said leased lands; and to report in [redacted]en required as to the stockholders, inve[redacted] [redacted]sociation, and cost of operation, and th[redacted], nature, and quality of products sold, [redacted] amount received therefor.

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

(l) Diligence--Prevention of waste--Health and safety of workmen.--To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas developed or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

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

(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.

[redacted] interest therein by an operating

2 (p). Assignment of oil and gas lease or interest therein. Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection.

accept and convey and, if a purchaser of such products, to purchase [redacted] discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions [redacted]

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

(t) If and when the costs of operations including the payment of overriding royalties or payments out of production shall be determined by the Secretary of the Interior to constitute a burden on the lease prejudicial to the interests of the United States, such royalties and payments shall be reduced to not more than 5 per cent of the value of the production.

containing ... ...
or under authority of the Government, its lessees or p...

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein: Provided, That this reservation shall not apply to any lands herein described, title to which has passed from the United States.

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

(d) Helium.--Pursuant to section 1 of the Act, and section 1 of the Act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: Provided, That the lessee shall not, as a result of the operation in this paragraph provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

SEC. 4. Drilling and producing restrictions.--It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both.

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

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[redacted]se, or the earlier termination thereof [redacted]nt to the last preceding section, the [redacted]r other lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Judicial proceedings in case of default.--If the lessee shall fail to comply with the provisions of the act or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said act, and upon such cancellation all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.--It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By.....
Secretary of the Interior
Director
Bureau of Land Management

Witness to signature of-- Kenaerer-LaBarge Oil Company:

.....

.....

.....

.....

.....

In view of the President's Reorganization Plan No. 3 of 1946 and Departmental Order No. 2245 of July 16, 1946, the words "General Land Office," "Commissioner, General Land Office," and "Register, District Land Office," should be construed to mean respectively "Bureau of Land Management," "Director, Bureau of Land Management," and "Manager, District Land Office."

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Form 4-819
(February 1962)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
X BUREAU OF LAND MANAGEMENT

Office WYOMING
Serial Evanston 07675(c)
Partial renewal of
Evanston 07675(b).
(SEC. 14-13)

11/30/59

RENEWAL LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, as of November 1, 1955 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called the lessor, and Kemmerer-LaBarge Oil Company
717 Pine Street
Kemmerer, Wyoming
hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181 et seq.), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

SECTION 1. *Rights of Lessee.*—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the LaBarge field:

T. 26 N., R. 113 W., 6th P.M., Wyoming
sec. 3, Lots 1, 3, 4;
T. 27 N., R. 113 W., 6th P.M., Wyoming
sec. 34, E½E½;

X
X
X
X
X
X
X
X
X
X

containing 280.97 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, ~~and so long thereafter as oil or gas is produced in paying quantities~~; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur, 1/

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

(a) *Bonds.*—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 192.100 (e) applicable to this lease.

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

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

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amount or value of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

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

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

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein. 2/

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no land office in the State in which the lands are located.

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

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

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

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

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1/ with preference right in lessee to renew this lease for successive periods of 10 years upon such reasonable terms and conditions as may be prescribed by lessor, unless otherwise provided by law, at expiration of such periods.

RECORDED 92 10:10A
IN BOOK 88 PAGE 548
FEES $12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Deputy

237413

THIS COPY

2/ See special stipulation attached.

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

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

(l) *Nondiscrimination.*—Not to discriminate against any employee, or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty interests, operating agreements and subleases, such instrument to take effect upon the final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

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

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

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

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

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

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

SEC. 3. The lessor reserves:

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

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

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the [redacted] *elium.*—Pursuant to section 1 of the act, and sect[redacted] f March 3, 1927 (44 Stat. 1887), as amended, the [redacted] the right to extract helium from all gas produc[redacted] this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (7) of the act of August 1, 1946 (60 Stat. 724, 760; 42 U. S. C. 1801, 1805), all uranium, thorium, and other materials determined to be peculiarly essential to the production of fissionable materials, contained in whatever concentration, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

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

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

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

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

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to be a true and correct copy
of the official records on file
BUREAU OF LAND MANAGEMENT
APR 29 1992

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA

By For the Land Office Manager [signature]
(Signing officer)
Arvin H. Olswold, Chief
Mineral Adjudication Unit (Title)
Land Office, Cheyenne, Wyoming
JAN 14 1959 (Date)

Kemmerer La Barge Oil Company
(Lessee signature)

[signature] President
(Lessee signature)

WITNESSES

John N. Gustafson Secretary
(Name and address)

(Name and address)

U. S. GOVERNMENT PRINTING OFFICE 16—66278-1

(Renewal or exchange of a lease bearing a royalty rate other than 5%)

550

Evanston 07675(C)

SCHEDULE "D"

RENTAL AND ROYALTIES

Rentals.—To pay the lessor in advance an annual rental of $1 per acre prior to a discovery of oil or gas on the leased lands.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor the following royalty on production removed or sold from the leased lands:

(1) A royalty of 12-1/2 percent on the production removed or sold from—

(a) Land determined by the Director, Geological Survey, not to be within the productive limits of any oil or gas deposit on August 8, 1946;

(b) An oil or gas deposit which was discovered after May 27, 1941, by a well or wells drilled on the leased land and which is determined by the Director, Geological Survey, to be a new deposit; or

(c) Allocated to the lease pursuant to an approved unit or cooperative agreement from an oil or gas deposit which was discovered on unitized land after May 27, 1941, and determined by the Director, Geological Survey, to be a new deposit, but only if at the time of discovery the lease was committed to the agreement or was included in a duly executed and filed application for approval of the agreement.

(2) On production of oil removed or sold from lands not subject to subsection (1) hereof

(a) When the average production for the calendar month in barrels per well per day is not over 50, the royalty shall be 12.5 per cent;

over	50	but not over	60,	"	"	"	"	13	"
"	60	"	"	"	70,	"	"	"	"	14	"
"	70	"	"	"	80,	"	"	"	"	15	"
"	80	"	"	"	90,	"	"	"	"	16	"
"	90	"	"	"	110,	"	"	"	"	17	"
"	110	"	"	"	130,	"	"	"	"	18	"
"	130	"	"	"	150,	"	"	"	"	19	"
"	150	"	"	"	200,	"	"	"	"	20	"
"	200	"	"	"	250,	"	"	"	"	21	"
"	250	"	"	"	300,	"	"	"	"	22	"
"	300	"	"	"	350,	"	"	"	"	23	"
"	350	"	"	"	400,	"	"	"	"	24	"
"	400					"	"	"	"	25	"

(3) To and including the date of October 31, 1955, the royalties to be paid hereunder shall be computed and paid on the basis of the royalties prescribed in the original lease.

P.J.O.

INT.-DUP. SEC., WASH., D.C.

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to be a true and comparative copy
of the official records on file
APR 29 1992
BUREAU OF LAND MANAGEMENT

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Form 4–213
(September 1961)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
NOV 16 1965
A.M. P.M.

Land Office
WYOMING
Serial Number
Evanston 07675-C

OIL AND GAS LEASE
RENEWAL ~~EXTENSION~~ – PUBLIC DOMAIN
Act of February 25, 1920 (41 Stat. 437) as amended (30 U.S.C. Sec. 181 *et seq.*)

THIS INDENTURE OF LEASE, entered into, as of NOVEMBER 1, 19 65, by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, hereinafter called the Lessor, and

Kemmerer-LaBarge Oil Company
717 Pine Street
Kemmerer, Wyoming

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 (30 U.S.C. Sec. 181 *et seq.*), 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:

SEC. 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 La Barge field

T. 27 N., R. 113 W., 6th Prin. Mer., Wyoming
Sec. 34: E½E½
T. 26 N., R. 113 W., 6th Prin. Mer., Wyoming
Sec. 3: Lot 1

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to be a true and comparative copy
of the official records on file
APR 29 1992
BUREAU OF LAND MANAGEMENT

Bond in sum of $ 5,000
with Aetna Casualty & Surety Co.
as surety filed.

1/ with preferential right in lessee to renew this lease for successive periods of 10 years, upon such reasonable terms and conditions as may be prescribed by lessor, unless otherwise provided by law at expiration of such period.

K.L.B.O.Co. 8968

containing 201.00 acres, more or less, 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 ~~XXXXX~~ 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur, 1/

RECORDED Nov 16 1965 at 10:10 A M
IN BOOK 86 PAGE 552
FEES $ 14.00
SUBLEASE COUNTY CLERK
By Esther A. Walker

923414

SEC. 2. In consideration of the foregoing, the Lessee agrees:

(a) *Bonds.* (1) To maintain any bond furnished by the Lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the Lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 192.100(e) applicable to this lease.

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

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

ORIGINAL

Evanston 07675(C)

S T I P U L A T I O N

As prescribed in 43 CFR 192.62, if and when the costs of operations including the payment of overriding royalties or payments out of production shall be determined by an authorized officer of the Bureau of Land Management to constitute a burden on the lease prejudicial to the interests of the United States, such royalties and payments shall be reduced to not more than 5 per cent of the value of the production.

Kemmerer-LaBarge Oil Company

By _____
(lessee)

11-14-58
(date)

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(d) *Rentals and royalties.* (1) To pay rentals and royalties in a[redacted]lue of production removed or sold from the leased lands as set forth in the rental and royalty schedule attached to and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to Lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the Lessee as reasonably may be required by the Lessor, but in no case shall the Lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.* Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the Lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 191.12. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.* To file with the Oil and Gas Supervisor of the Geological Survey not later than thirty (30) days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided, That* nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats, and reports.* At such times and in such form as the Lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation, and costs.

(h) *Well records.* To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the Lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the Lessor when required. All information obtained under this paragraph, upon the request of Lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.* To keep open at all reasonable times for the inspection of any duly authorized officer of the Depart[redacted] leased premises and all wells, improvements[redacted] and fixtures thereon and all books, accounts[redacted] maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the Lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.* To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the Lessee all reasonable orders of the Lessor relative to the matters in this paragraph, and that on failure of the Lessee so to do the Lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the Lessee's cost: *Provided, That* the Lessee shall not be held responsible for delays or casualties occasioned by causes beyond Lessee's control.

(k) *Taxes and wages, freedom of purchase.* To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property or assets of the Lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Nondiscrimination clauses.* In connection with the performance of work under this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the Lessee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The Lessee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

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agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The Lessee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.* As required by applicable law, to file for approval by the Lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within ninety (90) days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.* If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913; 30 U.S.C., Sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.* To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.* If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources and improvements.* To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) causing or contributing to soil erosion or damaging any forage and timber growth thereon; (2) polluting the waters of reservoirs, springs, streams, or wells; (3) damaging crops, including forage, timber, or improvements of a surface owner; or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The Lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.* Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.* To deliver up to the Lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

SEC. 3. The Lessor reserves:

(a) *Easements and rights-of-way.* The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its Lessees or Permittees, and for other public purposes.

(b) *Disposition of surface.* The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the Lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.* Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.* Pursuant to Sec. 1 of the act, 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 Sec. 36 of the act, to take royalties in amount or in value of production.

(f) *Casing.* All rights pursuant to Sec. 40 of the act, to purchase casing, and lease or operate valuable water well[illegible]

SEC. 4. *Drilling and producing restrictions.* It is agreed that the rate of prospecting and developing, and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify, from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. *Surrender and termination of lease.* The Lessee may surrender this lease or any legal subdivision thereof by filing in the proper Land Office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the Lessee and his

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and to place all wells on the land to be relinquished in condition for [redacted]on 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 ninety (90) days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the Lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided, That* the Lessee shall remove any or all of such property where so directed by the Lessor.

SEC. 7. *Proceedings in case of default.* If the Lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease) and such default shall continue for a period of thirty (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 Sec. 31 of the act, except that if this lease covers lands known to c[redacted]nly by judicial proceedings in the manner prov[redacted] In[redacted]f the act; but this provision shall not be const[redacted] to prevent the exercise by the Lessor of any legal or equitable remedy which the Lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the Lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the Lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. *Heirs and successors in interest.* It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. *Unlawful interest.* It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

Kemmerer-LaBarge Oil Company

Patrick J. Crowley
(Lessee Signature) President

Attest:

Glen L Roberts
(Lessee Signature) Secretary

THE UNITED STATES OF AMERICA

By David B. Morgan
(Signing Officer)

ASSISTANT MANAGER, OIL & GAS
(Title)

NOV 17 1965
(Date)

GPO 849585

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Form 3120–11
(March 1965)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RENTAL AND ROYALTIES

SCHEDULE "D"

RENTALS – To pay the lessor in advance an annual rental of $1 per acre prior to a discovery of oil or gas on the leased lands.

MINIMUM ROYALTY – To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

ROYALTY ON PRODUCTION – To pay the lessor the following royalty on production removed or sold from the leased lands:

1. A royalty of 12½ percent on the production removed or sold from

   a. Land determined by the Director, Geological Survey, not to be within the productive limits of any oil or gas deposit on August 8, 1946;

   b. An oil or gas deposit which was discovered after May 27, 1941, by a well or wells drilled on the leased land and which is determined by the Director, Geological Survey, to be a new deposit; or

   c. Allocated to the lease pursuant to an approved unit or cooperative agreement from an oil or gas deposit which was discovered on unitized land after May 27, 1941, and determined by the Director, Geological Survey, to be a new deposit, but only if at the time of discovery the lease was committed to the agreement or was included in a duly executed and filed application for approval of the agreement.

2. On production of oil removed or sold from lands not subject to subsection (1) hereof.

   see (a) below

(a) When the average production for the calendar month in barrels per well per day is not over 50, the royalty shall be 12.5 per cent;

over	50	but	not	over	60,	"	"	"	"	13	"
"	60	"	"	"	70,	"	"	"	"	14	"
"	70	"	"	"	80,	"	"	"	"	15	"
"	80	"	"	"	90,	"	"	"	"	16	"
"	90	"	"	"	110,	"	"	"	"	17	"
"	110	"	"	"	130,	"	"	"	"	18	"
"	130	"	"	"	150,	"	"	"	"	19	"
"	150	"	"	"	200,	"	"	"	"	20	"
"	200	"	"	"	250,	"	"	"	"	21	"
"	250	"	"	"	300,	"	"	"	"	22	"
"	300	"	"	"	350,	"	"	"	"	23	"
"	350	"	"	"	400,	"	"	"	"	24	"
"	400					"	"	"	"	25	"

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K. Le B. O G.
RJG

GPO 848 - 237

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

STATE OF WYOMING }
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SUBLETTE }

That, Freeport-McMoRan Inc., represented herein by Freeport-McMoRan Oil & Gas Company Division of Freeport-McMoRan Inc., a Delaware corporation, whose address is 1615 Poydras Street, Post Office Box 60004, New Orleans, Louisiana 70160 (hereinafter called "Assignor"), for and in consideration of the sum of One-Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and convey unto FM Properties Operating Co., a general partnership, of which Freeport-McMoRan Inc. is the Managing General Partner, whose address is 1615 Poydras Street, Post Office Box 60004, New Orleans, Louisiana 70160 (hereinafter called "Assignee"), the following (all of which are herein called the "Interests"):

1. All of Assignor's undivided interest in and to the estates, mineral interests, rights, privileges and leases described in Exhibit "A", attached hereto and made a part hereof, and to any royalty interests, pooling and other orders, pooling declarations, licenses and permits associated with the leases (which are herein called the "Leases"), which Leases cover and relate to the oil, gas, hydrocarbons, sulphur and associated substances located in, on or under or that may be produced from the land referred to in Exhibit "A", whether by reference or actual description, (which land is herein called the "Land"), together with Assignor's undivided interest in and to all other property and rights incident thereto, including all rights in, to and under all agreements, leases, permits, easements, licenses, rights of ways and orders in any way relating thereto;

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FEES $ 16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethaney A. Walker

556A

2. All of Assignor's undivided interests in and to all of the personal property, fixtures, equipment and improvements now on the Leases and Land, appurtenant thereto or used or obtained in connection therewith or with the production, treating or transportation of hydrocarbons produced therefrom or attributable thereto, and all other appurtenances thereunto belonging;

3. All other estates, interests, rights and privileges owned by Assignor in and to the Land whether they be incorrectly described on or omitted from Exhibit "A".

TO HAVE AND TO HOLD the interests subject to the terms hereof, together with all and singular the rights and privileges in anywise appertaining thereto, unto Assignee, its successors and assigns.

This Assignment is made and accepted without warranty of title, either express or implied, except against every person whomsoever lawfully claiming or to claim the Interests, or a part thereof, by, through or under Assignor only, and is made with full substitution and subrogation in and to all of the rights and actions of warranty as to title which Assignor has or may have against predecessors in title, except to the extent that Assignor, its subsidiaries or affiliates would constitute a predecessor in title. To the extent the Interest conveyed hereby constitute personal property or fixtures ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

This Assignment is made expressly subject to those agreements, instruments, operating agreements, gas contracts, overriding royalties, production payments, or other similar agreements or burdens, if any, which affect Assignor's interest in The Interests,

but [redacted] extent and only to the [redacted] extent that any such agreement, contract, burden, or other instrument is presently valid and subsisting. Assignee assumes, and agrees to be bound by, all of the obligations and liabilities of Assignor as to the interest herein assigned. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Separate assignments of the Interests may be executed on approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Said assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though the same were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

Assignee expressly assumes, as of the Effective Date, all of Assignor's obligations relating to the Interests assigned to Assignee hereunder, including but not limited to the obligation of plugging and abandoning any well on the Lands, at Assignee's sole cost, risk and expense, but excluding those obligations retained by Assignor pursuant to that certain Distribution Agreement dated June _____, 1992.

IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee on the dates set forth in their respective acknowledgements hereto, but shall be made effective for all purposes as of June 11, 1992, at 5:00 p.m., central daylight time.

ATTEST:

Mark G. Otts
Assistant Secretary

Freeport-McMoRan Inc.

By: _____
Glenn A. Kleinert
Senior Vice President
Freeport-McMoRan Oil & Gas Company
Division of Freeport-McMoRan Inc.

ATTEST:

Mark G. Otts
Assistant Secretary

FM Properties Operating Co.

By: Freeport-McMoRan Inc.
its Managing General Partner

By: _____
Glenn A. Kleinert
Senior Vice President
Freeport-McMoRan Oil & Gas Company
Division of Freeport-McMoRan Inc.

STATE OF LOUISIANA

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me this 11th day of June, 1992, by Glenn A. Kleinert and Mark G. Otts, the Senior Vice President and Assistant Secretary, respectively, of Freeport-McMoRan Oil & Gas Company, a Delaware corporation.

Witness my hand and official seal.

Walter D. Sanchez
Notary Public

STATE OF LOUISIANA

PARISH OF ORLEANS

The foregoing instrument was acknowledged before me this 11th day of June, 1992, by Glenn A. Kleinert and Mark G. Otts, the Senior Vice President and Assistant Secretary, respectively, of Freeport-McMoRan Oil & Gas Company Division of Freeport-McMoRan Inc., a Delaware corporation, which corporation is the Managing General Partner of FM Properties Operating Co., a general partnership.

Witness my hand and official seal.

Walter D. Sanchez
Notary Public

EXHIBIT "A"

ALL PROSPECTS
PROSPECT NUMBER WY0514 PROSPECT NUMBER SEQUENCE
COUNTY, STATE SUBLETTE/WYOMING GREATER LABARGE

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / COUNTY/STATE / GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
WY05140001/000 TRACT 01 T 27 N R 112 W SEC 23	USA W-54914 GREATER LABARGE NW/4 LIMITED IN DEPTH TO BELOW THE T.D OF BIRD CANYON #2-23	RAINBOW RESOURCES, INC SUBLETTE/WY 160.000	06/01/1976	06/01/1981

561

[redacted] RELEASE OF PR[redacted]TION PAYMENT [redacted]

STATE OF WYOMING

COUNTIES OF SUBLETTE, SWEETWATER AND LINCOLN

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ENCORE EXPLORATION 1982 - DEV., L. P., Liquidating Trust and BIRD CANYON DEVELOPMENT 1982, L. P., Liquidating Trust (herein collectively referred to as "Encore") are the present owners and holders of a "Production Payment" created by that certain Assignment of Production Payment, dated November 30, 1987, effective June 1, 1987, by and between General Atlantic Energy Corporation (formerly ITR Petroleum, Inc.) and Encore Exploration 1982 - DEV, L.P. and Bird Canyon Development 1982, L. P. which Assignment of Production Payment is recorded in Book 81, Page 135 of the records of Sublette County, Wyoming, at Book 788, page 936 of the Records of Sweetwater County, Wyoming and in Book 259PR, page 383 of the records of Lincoln County, Wyoming.

WHEREAS, Presidio Exploration, Inc., (herein "Presidio") successor by merger to said General Atlantic Energy Corporation, has fully discharged all Production Payment obligations created under the terms of said Assignment of Production Payment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Encore hereby releases and quitclaims unto Presidio, its successors and assigns, all of the right, title and interest which Encore acquired by virtue of the above described Assignment of Production Payment including any and all interest in the oil and gas leases and wells more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

AND FOR AND IN THE SAME CONSIDERATION, Encore hereby releases Presidio, its employees, directors, officers, agents, contractors, successors and assigns from any and all claims, demands, actions, causes of action, damages or costs arising out of the provisions of the said Assignment of Production Payment or matters pertaining thereto and hereby declares said Assignment of Production Payment to be of no further force and effect.

Encore will, at any time and from time to time after the date hereof, upon Presidio'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 Release of Production Payment.

IN WITNESS WHEREOF, this instrument is executed this 1 day of April, 1992.

BIRD CANYON DEVELOPMENT 1982,
L. P., Liquidating Trust, acting through
the Encore Company, Inc.,
as Liquidating Trustee

ATTEST:

BY: David M Spruccio
TITLE: Secretary

BY: [signature]
Richard D. Segal, Chairman of
the Encore Company Inc.

SEAL 1988

237567

RECORDED June 22 IN 92 2:55 PM
IN BOOK 88 OR 24 PAGE 562
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

000086

ENCORE EXPLORATION 1982 -DEV., L. P., Liquidating Trust, acting through the Encore Company, Inc., as Liquidating Trustee

BY: _____
Richard D. Segal, Chairman of the Encore Company Inc.

ATTEST:
BY: _____
TITLE: Secretary

ACKNOWLEDGEMENTS

STATE OF NEW YORK

COUNTY OF New York

The foregoing instrument of writing was acknowledged before me this 1st day of April 1992, by Richard D. Segal, Chairman of the Encore Company Inc., as Liquidating Trustee for ENCORE EXPLORATION 1982 - DEV., L. P., Liquidating Trust and BIRD CANYON DEVELOPMENT 1982, L. P., Liquidating Trust on behalf of said Trusts.

WITNESS my hand and official seal.

My commission expires:

_____

_____
Notary Public
Address:

6 Midwood Dr
Valley, NY
1453

ASCENSINA D. TOOKMANIAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 4672920
Qualified in Rockland County
Term Expires June 1992

[redacted] [redacted] [redacted] 000187

EXHIBIT "A" TO RELEASE OF PRODUCTION PAYMENT

LEASE	WELL 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/2 N/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/4 SW/4, S/2 SW/4, SE/4 of Section 2; and N/2 NW/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/2 NE/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/2 NW/4, SE/4 of Section 28, Township 25 North, Range 111 West, 6th P.M, Sweetwater County, Wyoming	LMU II 30-28

565.

STATE OF NEVADA

FEB - 1 1971

JOHN KOONTZ - SECRETARY OF STATE

No. 653-56

Reg 606
Tr 18+184

00050280-000
00050275-000

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

* * * * * * * *

STANOLIND OIL AND GAS COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Nevada, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation at a meeting duly convened and held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, That effective as of February 1, 1971, the Certificate of Incorporation of Stanolind Oil and Gas Company be amended by striking out all of that Article thereof designated "FIRST" and inserting in lieu thereof a new Article "FIRST" to read as follows:
>
> "FIRST: The name of the corporation is
>
> PAN AMERICAN PETROLEUM CORPORATION."

SECOND: That the said amendment has been consented to and authorized by the holders of all the issued and outstanding stock, entitled to vote, by a written consent given in accordance with the provisions of Sections 78.390 and 78.320 of the General Corporation Law of Nevada, and filed with the corporation on the 5th day of January, 1971.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 78.390 and 78.320 of the General Corporation Law of Nevada.

IN WITNESS WHEREOF, said STANOLIND OIL AND GAS COMPANY has caused its corporate seal to be hereunto affixed and this certificate to be signed by F. R. Yost, its President, and Karl R. Goldsmith, its Secretary, this 18th day of January, 1971.

STANOLIND OIL AND GAS COMPANY

By F. R. Yost
President

By Karl R. Goldsmith
Secretary

FILED IN BOOK 88 PAGE 365
FEES $12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Mary L. Lubnau COUNTY CLERK
by Bethany Walker

23750

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BE IT REMEMBERED that on this 18th day of January, 1971, personally came before me, Roena M. Stander, a Notary Public in and for the County and State aforesaid, F. R. YOST, President of Stanolind Oil and Gas Company, a corporation of the State of Nevada, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said F. R. YOST, as such President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signature of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said Company respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Roena M. Stander
Notary Public

My Commission Expires June 22, 1974.

CERTIFICATE OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

STANOLIND OIL AND GAS COMPANY

FILED AT THE REQUEST OF

Woodburn, Forman, Wedge, Blakey, Folsom & Hug
Attorneys-at-Law
One East First Street, Reno, Nevada 89501

February 1, 1971
(DATE)

John Koontz

JOHN KOONTZ, SECRETARY OF STATE

(BY) DEPUTY SECRETARY OF STATE

No. 653-56

FILING FEE $ 20.00

334

STATE OF NEVADA
Department of
State

I hereby certify that this is a true and complete copy of the document as filed in this office.

DATED: JUN 10 1992

CHERYL A. LAU
Secretary of State

By

569

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)

June 8, 1992

JUN 1 2 1992

ENRON DENVER

Enron Oil and 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 200.56 acres of Federal land in leases WYW-0637 and WYW-48905, Unnamed field, Sublette County, Wyoming. Enron Oil and 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 SW¼ of Section 15 and Lots 6 and 7 of Section 16, T.28N., R.113W. The agreement was approved on June 8, 1992, is effective July 24, 1991, and has been designated communitization agreement No. WYW126088.

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,

Dean P. Stilwell
Acting Chief, Oil and Gas
Mineral Resources

Enclosures

237571

RECORDED June 22 19 92 3:10 P M
IN BOOK 88 OPR PAGE 569
FEES $6E.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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

1992
Received
Dept. of Interior
Bureau of
Land Management
Rock Springs,
Wyoming

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 15: SW/4
Section 16: Lots 6 and 7
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: JUN - 8 1992

Effective: JUL 24 1991

Dean P. Stilwell

Authorized Officer
Dean P. Stilwell
Acting Chief, Oil and Gas
Bureau of Land Management
Rock Springs, Wyoming

Contract No.: Com. Agr. WYW126088

[redacted] Communitiza[redacted]greement [redacted]992

Received
Dept. of Interior
Bureau of
Land Management
Rock Springs,
Wyoming

Contract No. WYW126088

THIS AGREEMENT, entered into as of the 4th day of September, 1991, 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 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 15: SW/4
Section 16: Lots 6 and 7
Sublette County, Wyoming

containing 200.56 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).

572

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.

[redacted] wells completed in the s[redacted]rmation as covered by this [redacted]nt on separate component trac[redacted] into which the communitized a[redacted] 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. This agreement is effective July 24, 1991, 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: September 4, 1991

RECORD TITLE OWNERS:

WESTERN OIL REFINING COMPANY

By: _____
Title: _____

[redacted] It is agreed between the p[redacted] hereto that the Secretary [redacted]e 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: September 4, 1991

RECORD TITLE OWNERS:

WESTERN OIL REFINING COMPANY

By:
Title: President

577 MOBIL OIL CORPORATION

By: _____
Title: Ian A. Fischer, Attorney-in-Fact

OVERRIDING ROYALTY INTEREST OWNERS:

MINTON INVESTMENT CO.

By: _____
Title: _____

_____
Raymond A. Ebert,
Personal Representative of the
Estate of Clarence I. Justheim

_____
Helen Morgan Leech,
Personal Representative of the
Estate of J.H. Morgan, Sr.

_____
John H. Morgan,
Personal Representative of the
Estate of J.H. Morgan, Sr.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th 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:

3-27-93

_____
Debbie Christy
Notary Public

MOBIL OIL CORPORATION

By: _____
Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

MINTON INVESTMENT CO.

By: _____
Title: VICE PRESIDENT

_____
Raymond A. Ebert,
Personal Representative of the
Estate of Clarence I. Justheim

_____
Helen Morgan Leech,
Personal Representative of the
Estate of J.H. Morgan, Sr.

_____
John H. Morgan,
Personal Representative of the
Estate of J.H. Morgan, Sr.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of September, 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

MOBIL OIL CORPORATION

By: _____
Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

MINTON INVESTMENT CO.

By: _____
Title: _____

_____
Raymond A. Ebert,
Personal Representative of the
Estate of Clarence I. Justheim

_____
Helen Morgan Leech,
Personal Representative of the
Estate of J.H. Morgan, Sr.

_____
John H. Morgan,
Personal Representative of the
Estate of J.H. Morgan, Sr.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of September, 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

[redacted] MOB[redacted] CORPORATION [redacted]

By: _____
Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

MINTON INVESTMENT CO.

By: _____
Title: _____

_____
Raymond A. Ebert,
Personal Representative of the
Estate of Clarence I. Justheim

Helen Morgan Leech

Helen Morgan Leech,
Personal Representative of the
Estate of J.H. Morgan, Sr.

John H. Morgan Jr.

John H. Morgan,
Personal Representative of the
Estate of J.H. Morgan, Sr.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of September, 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

Debbie Christy
Notary Public

MOBIL OIL CORPORATION

By: _____
Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

MINTON INVESTMENT CO.

By: _____
Title: _____

_____
Raymond A. Ebert,
Personal Representative of the
Estate of Clarence I. Justheim

_____
Helen Morgan Leech,
Personal Representative of the
Estate of J.H. Morgan, Sr.

_____
John H. Morgan, Jr., Personal
Representative of the Estate of Merin Morgan

MORGAN LIMITED PARTNERSHIP

By: _____
John H. Morgan, Jr., General Partner

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:

3-27-93

_____
Debbie Christy
Notary Public

MOBIL OIL CORPORATION

By: _____
Title: _____

OVERRIDING ROYALTY INTEREST OWNERS:

MINTON INVESTMENT CO.

By: _____
Title: _____

_____
Raymond A. Ebert,
Personal Representative of the
Estate of Clarence I. Justheim

_____
Helen Morgan Leech,
Personal Representative of the
Estate of J.H. Morgan, Sr.

_____
John H. Morgan,
Personal Representative of the
Estate of J.H. Morgan, Sr.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 4th day of September, 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

STATE OF Wyoming)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 30th day of September, 1991, by R.J. Queely, the President of Western Oil Refining Company.

WITNESS my hand and official seal.

My Commission Expires:

Kathleen S. Carollo Notary Public
County of Lincoln State of Wyoming
My Commission Expires: July 17, 1995

Kathleen S Carollo
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by _____, the _____ of Mobil Oil Corporation.

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 _____, the _____ of Minton Investment Co.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STA[redacted] _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by _____, the _____ of Western Oil Refining Company.

WITNESS my hand and official seal.

My Commission Expires:

_____ _____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of September, 1991, by Ian A. Fischer, the Attorney-in-Fact of Mobil Oil Corporation.

WITNESS my hand and official seal.

My Commission Expires:

4/25/92 Kathleen Ann Brown
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by _____, the _____ of Minton Investment Co.

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 _____, the _____ of Western Oil Refining Company.

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 _____, the _____ of Mobil Oil Corporation.

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 28TH day of JANUARY 1992, 1992, by Stephen A Minton, the VICE PRES of Minton Investment Co.

WITNESS my hand and official seal.

My Commission Expires:

020595

_____
Notary Public

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
February 5, 1995
ROBYN W. JOHNSON
3776 South Highland Dr.
Salt Lake City, Utah 84106

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 1991, by Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim.

WITNESS my hand and official seal.

My Commission Expires:

JUNE 28, 1993

Notary Public

Notary Public
ERIC F. POULSON
7706 Dell Road
Salt Lake City, Utah 84121
My Commission Expires
June 28, 1993
State of Utah

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by Helen Morgan Leech, Personal Representative of the Estate of J.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 _____, 1991, by John H. Morgan, Personal Representative of the Estate of J.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 _____, 1991, by Raymond A. Ebert, Personal Representative of the Estate of Clarence I. 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 9th day of November, 1991, by Helen Morgan Leech, Personal Representative of the Estate of J.H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

12/10/93

J Michael B
Notary Public

J MICHAEL BENNION
Notary Public
STATE OF UTAH
My Commission Expires
December 10, 1993
730 18th Ave, SLC, UT 84103

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 9th day of November, 1991, by John H. Morgan, Personal Representative of the Estate of J.H. Morgan, Sr.

WITNESS my hand and official seal.

My Commission Expires:

12/10/93

J Michael B
Notary Public

J MICHAEL BENNION
Notary Public
STATE OF UTAH
My Commission Expires
December 10, 1993
730 18th Ave, SLC, UT 84103

STATE [redacted] _____)
) 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.

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 the Estate of J.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 22nd day of January, 1992, by John H. Morgan, Jr., Personal Representative of the Estate of Merin Morgan.

WITNESS my hand and official seal.

J MICHAEL BENNION
Notary Public
STATE OF UTAH
My Commission Expires
December 10, 1993
730 16th Ave. SLC, UT 84103

My Commission Expires:

12/10/93 J. Michael B _____
Notary Public
Residing in Salt Lake City, Utah

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 22nd day of January, 1992, by John H. Morgan, Jr., General Partner of Morgan Limited Partnership.

WITNESS my hand and official seal.

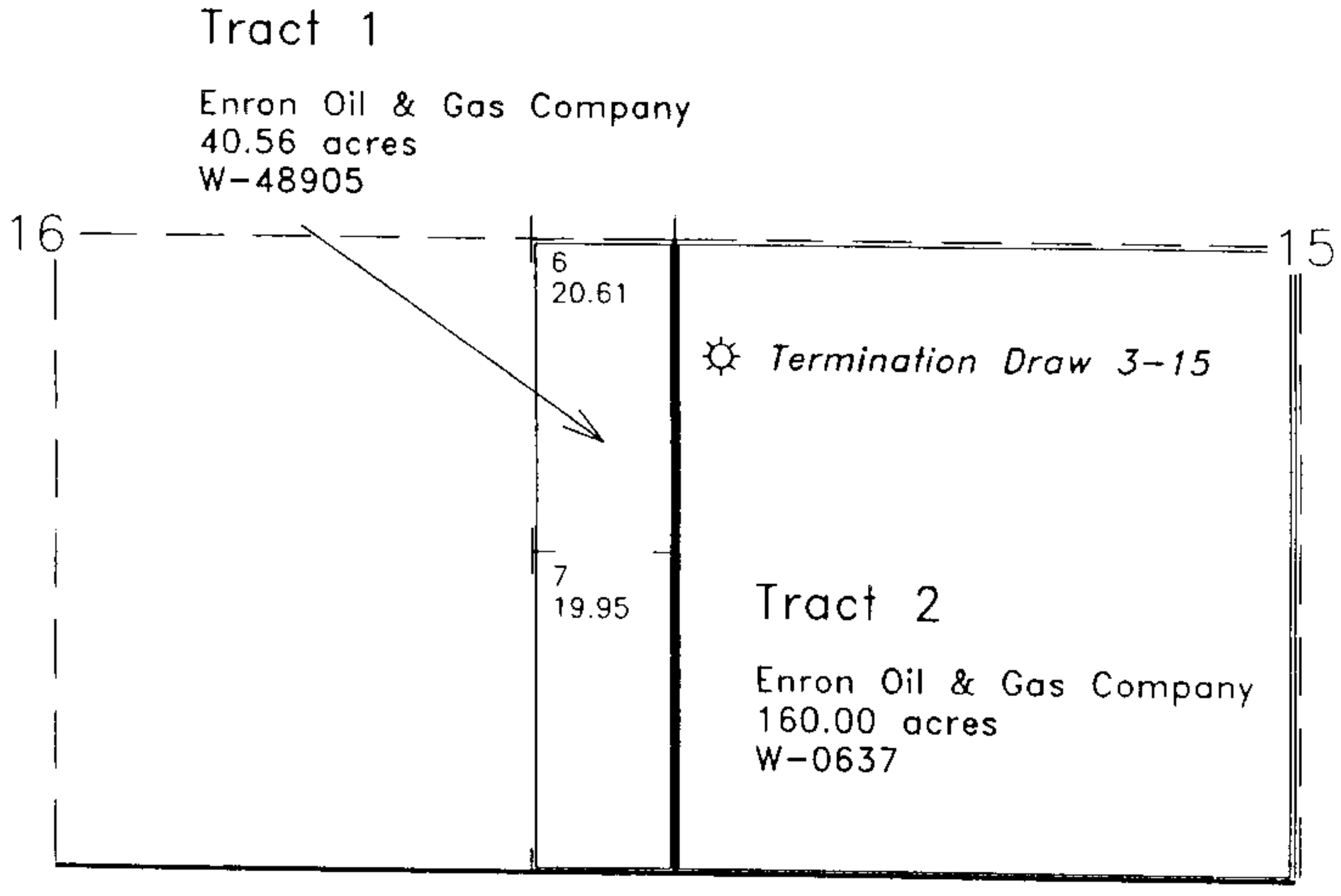
J MICHAEL BENNION
Notary Public
STATE OF UTAH
My Commission Expires
December 10, 1993
730 16th Ave. SLC, UT 84103

My Commission Expires:

12/10/93. J. Michael B _____
Notary Public
Residing in Salt Lake City, Utah

EXHIBIT A

Plat of communitized area covering SW/4 Sec. 15, Lots 6+7 Sec.16 T. 28 N. R. 113 W., 6th P.M., Termination Draw field, Sublette County, Wyoming



EXHI[redacted]

To Communitization Agreement dated August 28, 1991
embracing Township 28 North, Range 113 West,
SW/4 of Section 15 and Lots 6 and 7 of Section 16,
Sublette County, Wyoming

Operator of Communitized Area: Enron Oil & Gas Company

DESCRIPTION OF LEASES COMMITTED

Tract No. 1

Lease Serial Number:	W-48905
Lease Date:	October 1, 1948
Lease Term:	Five Years
Lessor:	United States of America
Lessee on Effective Date of Agreement if different from Present Lessee:	Carl Pfaff
Present Lessee:	Western Oil Refining Company
Description of Lands Committed:	Township 28 North, Range 113 West Section 16: Lots 6 and 7 Sublette County, Wyoming
Number of Acres:	40.56
Royalty Rate:	12.5%
Name and Percent of ORRI Owners:	Minton Investment Co. - 1.25%
Name and Percent of WI Owners:	Enron Oil & Gas Company - 100% As to formations from the surface down to a total stratigraphic equivalent depth of 1,500 feet above the top of the Frontier formation.

Tract No. 2

Lease Serial Number:	W-0637
Lease Date:	April 1, 1950
Lease Term:	Five Years
Lessor:	United States of America
Lessee on Effective Date of Agreement if different from Present Lessee:	General Petroleum Corp.
Present Lessee:	Mobil Oil Corporation
Description of Lands Committed:	Township 28 North, Range 113 West Section 15: SW/4 Sublette County, Wyoming
Number of Acres:	160.00
Royalty Rate:	12.5%

Tract No. 2 (continued)

Name and Percent of ORRI Owners:

Raymond A. Ebert, Personal Representative of the Estate of Clarence I. Justheim - 2.5%

Helen Morgan Leech, Personal Representative of the Estate of J.H. Morgan, Sr. > 1.50%

John H. Morgan, Personal Representative of the Estate of J.H. Morgan, Sr.

John H. Morgan, Jr., as Personal Representative of the Estate of Merin Morgan and as General Partner of the Morgan Limited Partnership - 1.00%

Name and Percent of WI Owners:

Enron Oil & Gas Company - 100.0000%
As to formations from the surface down to a stratigraphic depth of 1,500 feet above the top of the Frontier formation.

R E C A P I T U L A T I O N

Tract No.	Number of Acres Committed	Percent of Interest
1	40.56	20.2234%
2	160.00	79.7766%
	200.56	100.0000%

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 VARIOUS SIZE DRILLING AND SPACING UNITS FOR THE PRODUCTION OF OIL, GAS, AND ASSOCIATED HYDROCARBONS FROM THE BAXTER FORMATION, BIG PINEY ET AL FIELDS, SUBLETTE COUNTY, WYOMING	)	CAUSE NO. 1 ORDER NO. 14 DOCKET NO. 54-91

APPEARANCES:

THOMAS REESE, ATTORNEY REPRESENTING ENRON OIL AND GAS COMPANY

Others in attendance were the following:

ENRON OIL AND GAS COMPANY -	Dan Bishop Dave Hinderman Drew Morris
STATE OF WYOMING -	Charles W. Farmer

REPORT OF THE EXAMINER

This cause came on regularly for hearing before C. W. Farmer, duly appointed hearing examiner of the Wyoming Oil and Gas Conservation Commission at 11:45 P.M. on the 12th day of February 1991, in the office of the State Oil and Gas Supervisor, 777 West First Street, Casper, Wyoming, after due and legal notice was given as required by law and as required by the Rules and Regulations of the Commission, to consider the application of Enron Oil and Gas Company (Enron), for an order from the Commission establishing various size drilling and spacing units for the production of oil, gas, and associated hydrocarbons from the Baxter Formation, underlying lands in the Big Piney et al Fields, Sublette County, Wyoming.

After hearing statements of the applicant, having considered documentary evidence offered by the applicant at the hearing, and having reviewed applicable records of the State Oil and Gas Supervisor, the examiner makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. Enron is the owner of certain working interests and operating rights in and to various oil and gas leases covering portions of the lands described in Exhibit "A" which is attached hereto as a part of the resultant order contained herein.

2. The subject area is currently subject to development under Commission

Rule 302 which permits one gas well per 160-acres with the legal well location being in the center of each 160-acre unit plus or minus 200 feet of tolerance (C¼ ± 200').

3. Enron herein seeks approval of an order authorizing the establishment of various sized drilling and spacing units containing from one to eight wells per unit. This request is due to resurveyed tracts, acreage abutting federal units, and the recovery of existing gas reserves. Enron previously established similar spacing units in the area under Docket No. 125-90. The mineral ownership, lease ownership, and lease boundaries are depicted on Enron's Exhibits "L-1, L-2, and L-3" respectively. The requested drilling and spacing units are for proposed development of the Baxter Formation. Although not uniform in size or shape, the proposed units yield an approximate well density of one well per 80-acres.

4. The minimum distance between wells within the proposed spacing area will be 1,120 feet and the minimum distance between a well and any boundary of its drilling unit will be 460 feet. Two existing wells should be approved as exceptions to the footage requirements within their respective units. They are as follows:

Township 28 North, Range 113 West, 6th P.M.
Dry Basin No. 1-8 - SW¼ Section 8 - Spacing Unit No. 21
New Fork Mesa No. 1-15 - SE¼ Section 15 - Spacing Unit No. 47

5. The Baxter Formation does underlay the area of requested spacing as shown on Enron's Exhibits "G-1 through G-6." It is a tight sandstone of an offshore depositional environment, and it dips and thickens to the Northeast.

6. Enron believes that the existing gas well density of one well per 160-acres under Rule 302 is not conducive to optimum development of the Baxter Formation. Enron's exhibits demonstrate that portions of the Baxter Formation are discontinuous from well to well due to the depositional environment of the particular bars or benches. Thus, a well producing from one bench on 160-acre density may not be recovering gas from other Baxter stringers present in the same 160-acres but not present in that particular well bore. Therefore, Enron advocates gas well development on the density of one well per approximately 80-acres (see Finding of Fact No. 3 above).

7. Enron's Engineering Exhibits "1 through 12" show that the requested 80-acre spacing would result in recovery of gas which probably would not be economically recoverable by 160-acre development and the resultant longer life

of such 160-acre wells. Engineering testimony and exhibits show that existing Baxter wells are expected to drain about 82 acres on the average with a range of 67 to 102 acres. The economics of developing the Baxter on 80-acre density are favorable. With a $0.52/MCF tight gas sand credit, drilling/completion costs of $350,000 per well, and initial gas price of $1.25/MCF, an after tax payout of 4.3 years, return on investment of 1.1, and net present value of $44,300 (discounted at 15%) are forecast.

8. No interested party appeared in protest of Enron's application considered herein or to refute Enron's exhibits and testimony. Certain acreage controlled by Wold Oil and Gas Company and Mobil has not been included in the proposed spaced area.

9. After due consideration of the evidence adduced at the hearing and being now sufficiently advised in the premises, the examiner finds that the application of Enron Oil and Gas Company should be approved.

CONCLUSIONS OF LAW

1. Due and legally sufficient notice of time, place and purpose of this hearing has been afforded to all interested parties in all respects as required by law.

2. The Commission has jurisdiction over the matter embraced herein and over all parties interested, and has jurisdiction to make and promulgate the order hereinafter set forth.

3. This hearing was conducted in accordance with Rules 513 and 515 of the Wyoming Oil and Gas Conservation Commission and §30-5-105, Wyoming Statutes, 1977, as amended, governing hearings conducted by examiners.

4. The granting of the Enron application, as submitted, would result in the protection of correlative rights and would assist in preventing the waste of gas and associated hydrocarbons from the Baxter Formation.

ORDER

IT IS THEREFORE HEREBY ORDERED BY THE COMMISSION that the following rules be and hereby are established governing drilling and spacing units and wells to the Baxter Formation underlying the lands listed in Exhibit "A" attached hereto and made a part of this order for the Big Piney et al Fields, Sublette County, Wyoming.

Rule 1. The drilling and spacing units listed on Exhibit "A" shall be

and the same hereby are established for the production of gas and associated hydrocarbons from the Baxter Formation.

Rule 2. Any Baxter well within the units created above shall be located no closer than 460 feet to the boundary of the drilling and spacing unit in which such well is located nor closer than 1,120 feet to any other Baxter well, with the following existing wells being approved as exceptions to these location requirements, to wit:

Township 28 North, Range 113 West, 6th P.M.
Dry Basin No. 1-8 - SW¼ Section 8 - Spacing Unit 21
New Fork Mesa No. 1-15 - SE¼ Section 15 - Spacing Unit 47

Rule 3. This order shall be temporary to be reviewed at the regularly scheduled meeting of the Commission in February 1993. The original applicant, Enron Oil and Gas Company, shall provide maps and other documentary evidence at that time depicting the development of the area above spaced.

DATED this 11th day of April 1991.

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/ Charles W. Farmer
Mr. Charles W. Farmer - Examiner

/s/ Gene R. George
Mr. Gene R. George,
Commissioner

/S/ Douglas R. Dow
Mr. Douglas R. Dow,
Commissioner

EXHIBIT "A"

Spacing Unit Number	Legal Description All Lands Located in: Sublette County, Wyoming Township 28 North, Range 113 West	Permitted Well Locations
1	Section 1: Lots 5, 6, 9, SW/4NE/4	Two permitted well locations.
2	Section 1: Lots 7, 8, S/2NW/4	Two permitted well locations.
3	Section 1: SW/4	Two permitted well locations.
4	Section 1: Lots 10, 11, W/2SE/4	Two permitted well locations.
5	Section 2: Lots 5, 6, S/2NE/4	Two permitted well locations.
6	Section 2: Lots 7, 8	One permitted well location.
7	Section 2: SW/4NW/4, NW/4SW/4	One permitted well location.
8	Section 2: SE/4	Two permitted well locations.
9	Section 3: Lots 5, 6, S/2NE/4	Two permitted well locations.
10	Section 3: Lots 7, 8	One permitted well location.
11	Section 3: SE/4NW/4, NE/4SW/4	One permitted well location.
12	Section 3: SE/4	Two permitted well locations.
13	Section 4: Lots 7, 8, S/2NW/4	Two permitted well locations.
14	Section 4: SW/4	Two permitted well locations.
15	Section 5: Lots 5, 6, S/2NE/4	Two permitted well locations.
16	Section 5: Lots 7, 8, S/2NW/4	Two permitted well locations.
17	Section 5: SW/4	Two permitted well locations.
18	Section 5: SE/4	Two permitted well locations.
19	Section 8: NE/4	Two permitted well locations.
20	Section 8: NW/4	Two permitted well locations.

Spacing Unit Number	Legal Description All Lands Located in: Sublette County, Wyoming Township 28 North, Range 113 West	Permitted Well Locations
21	Section 8: SW/4	Two permitted well locations.
22	Section 8: SE/4	Two permitted well locations.
23	Section 9: NE/4	Two permitted well locations.
24	Section 9: NW/4	Two permitted well locations.
25	Section 9: SW/4 Section 16: Lots 3, 4	Two permitted well locations.
26	Section 9: SE/4 Section 16: Lot 2	Two permitted well locations.
27	Section 10: NW/4	Two permitted well locations.
28	Section 10: SW/4	Two permitted well locations.
29	Section 11: NE/4	Two permitted well locations.
30	Section 11: NW/4	Two permitted well locations.
31	Section 11: SW/4	Two permitted well locations.
32	Section 11: SE/4	Two permitted well locations.
33	Section 12: Lots 1, 2, W/2NE/4	Two permitted well locations.
34	Section 12: NW/4	Two permitted well locations.
35	Section 12: SW/4	Two permitted well locations.
36	Section 12: Lots 3, 4, W/2SE/4	Two permitted well locations.
37	Section 13: Lots 1, 2, W/2NE/4	Two permitted well locations.
38	Section 13: NW/4	Two permitted well locations.
39	Section 13: SW/4	Two permitted well locations.
40	Section 13: Lots 3, 4, W/2SE/4	Two permitted well locations.
41	Section 14: N/2NE/4, SE/4NE/4	One permitted well location.

[redacted] Spacing Unit Number	Legal De[redacted]tion All Lands Located in: Sublette County, Wyoming Township 28 North, Range 113 West	[redacted] Permitted Well Locations
42	Section 14: N/2NW/4	One permitted well location.
43	Section 14: E/2SE/4	One permitted well location.
44	Section 15: N/2NE/4, SW/4NE/4	One permitted well location.
45	Section 15: NW/4 Section 16: Lots 1, 5	Two permitted well locations.
46	Section 15: SW/4 Section 16: Lots 6, 7	Two permitted well locations.
47	Section 15: SE/4	Two permitted well locations.
48	Resurvey Tract 37	Eight permitted well locations.
49	Section 17: Lots 1, 3, W/2NE/4	One permitted well location.
50	Resurvey Tract 38 Resurvey Tract 39	Two permitted well locations.
51	Resurvey Tract 40 Section 17: Lots 4, 5, 6, NW/4SE/4	Two permitted well locations.
52	Section 19: Lot 5, W/2NE/4, SE/4NE/4	Two permitted well locations.
53	Section 19: SE/4	Two permitted well locations.
54	Section 20: Lots 1, 2, 5 Resurvey Tract 41	Two permitted well locations.
55	Section 20: Lots 3, 4, S/2NW/4	Two permitted well locations.
56	Section 20: SW/4	Two permitted well locations.
57	Resurvey Tract 43B Section 20: Lots 6, 7, 8, SW/4SE/4	Two permitted well locations.
58	Section 21: Lots 1, 2, S/2NE/4	Two permitted well locations.
59	Section 21: Lots 3, 4, 5 Resurvey Tract 42	Two permitted well locations.
60	Section 21: Lots 6, 7 Resurvey Tracts 43A, 43C, 43D	Two permitted well locations.
61	Section 21: Lot 8, N/2SE/4, SE/4SE/4	Two permitted well locations.
62	Section 22: NE/4	Two permitted well locations.

Spacing Unit Number	Legal Description All Lands Located in: Sublette County, Wyoming Township 28 North, Range 113 West	Permitted Well Locations
63	Section 22: NW/4	Two permitted well locations.
64	Section 22: SW/4	Two permitted well locations.
65	Section 22: Lots 1, 2, NW/4SE/4	One permitted well location.
66	Section 23: Lot 4, W/2NW/4	One permitted well location.
67	Resurvey Tract 44	Two permitted well locations.
68	Section 24: Lots 1, 2	One permitted well location.
69	Section 24: Lots 3, 4	One permitted well location.
70	That portion of Resurvey Tract 47 lying within former Section 24.	Two permitted well locations.
71	Resurvey Tract 46A Resurvey Tract 46B	One permitted well location.
72	Section 24: Lot 5, N/2SW/4	One permitted well location.
73	Section 25: W/2NW/4, NW/4SW/4	One permitted well location.
74	Section 26: NE/4	Two permitted well locations.
75	Section 26: Lot 1, SE/4NW/4, NE/4SW/4	One permitted well location.
76	Section 26: N/2SE/4	One permitted well location.
77	Section 27: Lots 2, 3 Resurvey Tract 48	Two permitted well locations.
78	Section 28: Lots 1, 5 Resurvey Tract 49	Three permitted well locations.
79	Section 28: Lots 2, 3, 4 Resurvey Tracts 50A, 50B, 50C	Two permitted well locations.
80	Section 28: Lots 8, 9, 10, 11 Resurvey Tract 50D	Two permitted well locations.
81	Section 28: Lots 6, 7, S/2SE/4	Two permitted well locations.
82	Section 29: NE/4	Two permitted well locations.
83	Section 29: E/2NW/4	One permitted well location.

Spacing Unit Number	Legal Description All Lands Located in: Sublette County, Wyoming Township 28 North, Range 113 West		Permitted Well Locations
84	Section 29:	E/2SW/4	One permitted well location.
85	Section 29:	SE/4	Two permitted well locations.
86	Section 31:	Lots 7, 8, E/2NE/4	Two permitted well location.
87	Section 32:	NE/4	Two permitted well locations.
88	Section 32:	Lot 1, N/2NW/4 SW/4NW/4	Two permitted well locations.
89	Section 32: Resurvey Tract 53	Lots 2, 5	Two permitted well locations.
90	Section 33:	N/2NW/4	One permitted well location.

9601A

600

(June 1988)

UNITED STATES 601
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

91 OCT 16 AM 9:00

CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
WYW-124991

Lease Effective Date
(Anniversary Date)
10-1-91

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* CIG EXPLORATION, INC.
Street Coastal Tower, Nine Greenway Plaza
City, State, ZIP Code Houston, TX 77046-0995

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form: such documents or agreements shall only be referenced herein. 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 106 WEST, 6TH P.M. Section 8: All Section 9: All Section 10: All Section 11: All Sublette County, Wyoming Containing 2,560.00 acres, more or less.	100%	100%	-0-	-0-	-0-

237612

RECORDED June 26 '92 3:00 PM
IN BOOK 88 M&P PAGE 601
FEES $8.00 Jan L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Baker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 0 1 1991

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ PAMELA J. LEWIS
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

OCT 3 1 1991
(Date)

FOR ASSIGNEE

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

STATE OF COLORADO }
County of DENVER } ss.

I, the undersigned, a Notary Public, in and for the said County and State, do hereby certify that Brian L. Haley personally known to me to be the person (whether one or more) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (they) signed sealed and delivered the same as his (their) free and voluntary act and deed for the uses and purposes therein set forth, including release and waiver of right of homestead.

IN WITNESS WHEREOF I hereunto set my hand and seal the day and year in the instrument above written.

My Commission Expires: 11-17-91

NOTARY PUBLIC MICHAEL S. HALEY STATE OF COLORADO

Notary Public in and for said County and State

Residing at: 621 17th Street, Suite 1201
Denver, CO 80293

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 12th day of September, 19 91

Name of Assignor as shown on current lease: Brian L. Haley
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact _____ (Signature)

621 17th Street, Suite 1201
(Assignor's Address)

Denver Colorado 80293
(City) (State) (Zip Code)

Executed this 4th day of October, 19 91

~~Assignee~~
~~or~~
~~Attorney-in-fact~~ Carl J. Bennaman (Signature) Vice President

CIG EXPLORATION, INC. (Signature)

RETURN TO: CIG EXPLORATION, INC.
[illegible]

602

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

603

237719

RECORDED July 6 19 92 2:55P M
IN BOOK 88 MISC PAGE 603
FEES $24.00 Mary L. Lindquist COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Recording Requested by and
when Recorded Return to:

Devon Energy Corporation (Nevada)
20 North Broadway, Suite 1500
Oklahoma City, OK 73102

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE is from HONDO OIL & GAS COMPANY, a Delaware corporation, whose address is 410 East College Boulevard, Roswell, New Mexico 88201 ("Assignor") to DEVON ENERGY CORPORATION (NEVADA), a Nevada corporation, whose address is 20 North Broadway, Suite 1500, Oklahoma City, Oklahoma 73102 ("Devon") and DEVON ENERGY PARTNERS A LIMITED PARTNERSHIP, an Oklahoma limited partnership, whose address is 20 North Broadway, Suite 1500, Oklahoma City, Oklahoma 73102 ("Devon Energy Partners" and together with Devon, the "Assignees") and is effective 12:00 midnight, local time, December 31, 1991 (the "Effective Time").

Section 1. Assignment and Conveyance. Assignor, for the sum of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey, set over, assign and transfer unto Devon, an undivided 15%, and unto Devon Energy Partners, an undivided 85%, in and to the Subject Interests.

The Subject Interests are hereby defined to comprise:

(A) All right, title and interest owned by Assignor at the Effective Time in, to and under or derived from, the oil and gas leases, the oil, gas and mineral leases, the licenses, permits and orders, the mineral and royalty interests, the overriding royalty interests and the other interests in or payable out of or measured by production described in Exhibit A, attached hereto and made a part hereof;

(B) All right, title and interest owned by Assignor at the Effective Time in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which are described or referred to in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A;

(C) All right, title and interest owned by Assignor at the Effective Time in, to and under, or derived from, all of the presently existing and valid oil and gas sales, purchase and processing contracts and agreements, and all other contracts, agreements and instruments which are described or referred to in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A.

(D) All of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands and interests described or referred to in Exhibit A, even though Assignor's interests in said lands be incorrectly described or referred to in Exhibit A, or a description of such interest be omitted from Exhibit A; and all of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases, and leasehold, fee, mineral, royalty and overriding royalty interests, all partnership interests, interests in salt water disposal facilities and gas processing plants, and all other interests of whatever character, insofar as the same cover or relate to the lands or interests described in Exhibit A, even though said oil and gas leases and oil, gas

STATE: WYOMING COUNTY: SUBLETTE

[redacted] [redacted] [redacted]

and mineral leases, royalty interests, partnership interests, interests in salt water disposal facilities and gas processing plants and other such interests be incorrectly described or referred to in, or a description thereof be omitted from, Exhibit A.

The term "Subject Interests" also shall include (i) the above described properties, interests and rights as the same shall be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties, interests or rights are subject, or otherwise, (ii) any and all renewals and extensions of any of said properties, interests or rights, (iii) all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described above in Subsections (B) and (C) of this section insofar as the same relate to any Subject Interest, and (iv) all rights, titles and interests hereafter accruing or attributable to any Subject Interest by virtue of its being included in any unit.

AND THIS CONVEYANCE FURTHER WITNESSETH THAT, for the same consideration as aforesaid, Assignor by these presents does hereby grant, bargain, sell, convey, set over, assign and transfer unto Assignees, in the same undivided interests, all right, title and interest owned by Assignor at the Effective Time in and to all personal property, improvements, easements, permits, licenses, servitudes and rights of way situated upon or used or useful or held for future use in connection with the exploration, development, operation, use or occupancy of the Subject Interests or the production, processing, treating, storing or transportation of oil, gas or other hydrocarbons, or other liquid, solid or gaseous minerals, including, but not by way of limitation, wells, tanks, buildings, fixtures, machinery and other equipment, pipelines, compressors, gasoline and gas processing plants, power lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development, operation, use and occupancy of the Subject Interests or the production, processing, handling, treating, storing or transportation of hydrocarbons therefrom.

TO HAVE AND TO HOLD the properties, rights, titles, interests, estates, powers, privileges and appurtenances by this Assignment and Conveyance granted, bargained, sold, conveyed, set over, assigned and transferred as aforesaid unto Assignees, their successors and assigns, forever.

Section 2. No Warranty. This Assignment and Conveyance is made without any warranty, expressed or implied; however, Assignor hereby grants, bargains, sells, conveys, sets over, assigns and transfers unto Assignees, and subrogates unto Assignees, all prior rights and actions in warranty pertaining to or arising under the Subject Interests.

Section 3. Further Assurances. Assignor agrees to execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to assure to Assignees, their successors or assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges by this Assignment and Conveyance granted, bargained, sold, conveyed, set over, assigned and transferred to or otherwise vested in Assignees, or intended so to be.

Section 4. Separate Assignments. It is understood and agreed that with respect to oil and gas leases and oil, gas and mineral leases, or interests in which are included in the Subject Interests, from the United States of America, or from one or more States, or any agency thereof, or from Indian tribes, banks or groups or on lands allotted to Indians in severalty, separate assignments to Assignees on approved forms may be executed by Assignor in a sufficient number of counterparts to fulfill applicable statutory and regulatory requirements, and that said assignments, although unqualified in form or not specifically containing all of the terms and provisions hereof, shall be deemed to contain all of the terms and provisions hereof as fully to all intents and purposes as though the same were set forth at length in each such separate assignment.

Section 5. Counterparts. This instrument is being executed in several original counterparts, all of which are identical except that, to facilitate filing and recording, counterparts to be filed and recorded in the appropriate records of each county may have included in Exhibit A only those portions of Exhibit A which pertain to said county. Every counterpart of this instrument shall be deemed to be an original for all purposes, and all such counterparts together shall constitute one and the same instrument. Counterparts of this instrument, with all portions of Exhibit A attached thereto, will be kept at the offices of Devon at its address shown above and will be made available upon good cause shown to any person having an interest in the premises. Each counterpart of this instrument containing less than all of the specific descriptions of the Subject Interests in Exhibit A includes the omitted descriptions by reference to counterparts of this instrument containing all of Exhibit A.

Section 6. Miscellaneous. To the extent that any contract or agreement pertaining to any Subject Interest so requires as a condition to the effectiveness of an assignment of such Subject Interest, Assignees do hereby, by the acceptance of this Assignment and Conveyance, agree to perform, to the extent of their respective interests in the undivided interest in the applicable Subject Interest assigned hereunder, from and after the Effective Time, the Assignor's obligations under any such contract or agreement. Assignor hereby authorizes any purchaser of production from or attributable to the Subject Interests to purchase such production and pay Assignees for the interests assigned herein in accordance with the provisions of any division orders or transfer orders previously executed by Assignor or its predecessors in interests, without the necessity of the execution of a transfer order by Assignor and Assignees. Assignees, by accepting this instrument, specifically agree with such purchaser that they will be bound by the terms and conditions of the division orders or transfer orders heretofore executed by Assignor or its predecessors in interest affecting their respective interests in the applicable Subject Interest covered thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Conveyance to be executed on this 25th day of June, 1992, and the same shall be effective for all purposes as of 12:00 midnight, local time, December 31, 1991.

HONDO OIL & GAS COMPANY CORPORATE SEAL 1953 DELAWARE

ATTEST:

C.B. McDaniel
Secretary

HONDO OIL & GAS COMPANY

BY

Phelps Anderson
Executive Vice President

ATTEST:

Steve Cromwell
Assistant Secretary

DEVON ENERGY CORPORATION (NEVADA),
for itself and as General Partner of
DEVON ENERGY PARTNERS A LIMITED
PARTNERSHIP

BY

J. Larry Nichols
President

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

BE IT REMEMBERED THAT I, TAMARA LYNNE BUSKIRK, a Notary Public duly qualified, commissioned, appointed, sworn and acting in and for the State of Oklahoma hereby certify that on the 25th day of June, 1992, there personally appeared before me Phelps Anderson, Executive Vice President of Hondo Oil & Gas Company, a Delaware corporation, whose address is 410 East College Boulevard, Roswell, New Mexico 88201, such corporation being a party to the foregoing instrument, and that:

COLORADO NEBRASKA NEW MEXICO UTAH WYOMING	The foregoing instrument was acknowledged before me this date by Phelps Anderson, Executive Vice President of Hondo Oil & Gas Company, a Delaware corporation, on behalf of the corporation.
NORTH DAKOTA	On this day before me personally appeared such person, known to me to be the above designated officer of the corporation specified opposite his name, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.
KANSAS OKLAHOMA	This instrument was acknowledged before me on this day by Phelps Anderson, as Executive Vice President of Hondo Oil & Gas Company.
ARKANSAS	On this day before me, the undersigned officer, personally appeared Phelps Anderson, who acknowledged himself to be the Executive Vice President of Hondo Oil & Gas Company, a corporation, and that he, as such Executive Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President.
MONTANA	On this day before me personally appeared Phelps Anderson known to me to be the Execuive Vice President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.
TEXAS	This instrument was acknowledged before me this date by Phelps Anderson, Executive Vice President of Hondo Oil & Gas Company, a Delaware corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Oklahoma City, Oklahoma County, Oklahoma, on the day and year first above written.

Tamara Lynne Buskirk

Tamara Lynne Buskirk
Notary Public, State of Oklahoma

My commission and/or appointment expires:
September 6, 1994

TAMARA LYNNE BUSKIRK
OKLAHOMA COUNTY
Notary Public In And For
The State Of Oklahoma
My Commission Expires _____

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ACKNOWLEDGMENT

THE STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

BE IT REMEMBERED THAT I, TAMARA LYNNE BUSKIRK, a Notary Public duly qualified, commissioned, appointed, sworn and acting in and for the State of Oklahoma hereby certify that on this 25th day of June, 1992, there personally appeared before me J. Larry Nichols, President of Devon Energy Corporation (Nevada), whose address is 20 North Broadway, Suite 1500, Oklahoma City, Oklahoma 73102, such corporation acting for itself and as general partner of Devon Energy Partners A Limited Partnership and being a party to the foregoing instrument, and that:

COLORADO NEBRASKA NEW MEXICO UTAH WYOMING	The foregoing instrument was acknowledged before me this date by J. Larry Nichols, President of Devon Energy Corporation (Nevada), a Nevada corporation, on behalf of the corporation.
NORTH DAKOTA	On this day before me personally appeared such person, known to me to be the above designated officer of the corporation specified opposite his name, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.
KANSAS OKLAHOMA	This instrument was acknowledged before me on this day by J. Larry Nichols, as President of Devon Energy Corporation (Nevada).
ARKANSAS	On this day before me, the undersigned officer, personally appeared J. Larry Nichols, who acknowledged himself to be the President of Devon Energy Corporation (Nevada), a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as president.
MONTANA	On this day before me personally appeared J. Larry Nichols known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.
TEXAS	This instrument was acknowledged before me on this date by J. Larry Nichols, President of Devon Energy Corporation (Nevada), a Nevada corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Oklahoma City, Oklahoma County, Oklahoma, on the day and year first above written.

Tamara Lynne Buskirk

Tamara Lynne Buskirk
Notary Public, State of Oklahoma

My commission and/or appointment expires:
September 6, 1994

TAMARA LYNNE BUSKIRK
OKLAHOMA COUNTY
Notary Public In And For
The State Of Oklahoma
My Commission Expires _____

EXHIBIT A
INTRODUCTION

This instrument constitutes a counterpart of that certain Assignment and Conveyance effective as of 12:00 Midnight, local time, December 31, 1991, by and between Hondo Oil & Gas Company, Assignor, and Devon Energy Corporation (Nevada) and Devon Energy Partners A Limited Partnership, Assignees. Exhibit A consists of three Parts as follows:

Part I describing Oil and Gas Leases and related documents;

Part II describing mineral and/or royalty interests; and,

Part III describing interests vested in Assignor pursuant to contracts not previously recorded.

Exhibit A - Part II The interests described in Part II consist of mineral and/or royalty interests vested in Assignor pursuant to that certain Term Mineral Deed dated effective January 1, 1987, by and between Atlantic Richfield Company, Grantor, and Hondo Oil & Gas Company, Grantee, as corrected, counterparts of which were recorded as shown in the Recording Schedule below, covering the lands described on the following pages. References to "Grantor", date and recording information, if shown in Part II, are to the original instruments creating these interests. This Assignment and Conveyance includes all interest of the Assignor acquired pursuant to the Term Mineral Deed, as corrected, even though such interests includes all interest of the Assignor acquired pursuant to the Term Mineral Deed, as corrected, even though such interests be incorrectly described or referred to herein or a description of such interest be omitted herefrom, except to the extent that such interests may have expired or are no longer in effect.

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		TERM MINERAL DEED		FIRST CORRECTION TERM MINERAL DEED		SECOND CORRECTION TERM MINERAL DEED		THIRD CORRECTION TERM MINERAL DEED		FOURTH CORRECTION TERM MINERAL DEED	
STATE	COUNTY	VOLUME	PAGE	VOLUME	PAGE	VOLUME	PAGE	VOLUME	PAGE	VOLUME	PAGE
KANSAS	BARTON	214	98	NONE		NONE		NONE		NONE	
KANSAS	ELLIS	363	341	366	668	NONE		NONE		NONE	
KANSAS	HARPER	83	430	NONE		NONE		NONE		NONE	
KANSAS	RENO	44	310	NONE		NONE		NONE		NONE	
KANSAS	RICE	111	796	NONE		NONE		NONE		NONE	
KANSAS	ROOKS	224	357	NONE		NONE		NONE		NONE	
KANSAS	STAFFORD	82	97	NONE		NONE		NONE		NONE	
MONTANA	SHERIDAN	554	176	NONE		NONE		NONE		NONE	
MONTANA	YELLOWSTONE	1303	5597	NONE		NONE		NONE		NONE	
NEBRASKA	RED WILLOW	116	493	NONE		NONE		NONE		NONE	
NEW MEXICO	EDDY	269	124	NONE		NONE		NONE		NONE	
NEW MEXICO	LEA	434	8	NONE		NONE		454	65	480	314
OKLAHOMA	CADDO	1283	157	NONE		NONE		NONE		NONE	
OKLAHOMA	CANADIAN	1458	140	NONE		NONE		NONE		NONE	
OKLAHOMA	CLEVELAND	2001	1002	NONE		NONE		NONE		NONE	
OKLAHOMA	CREEK	217	996	NONE		NONE		NONE		NONE	
OKLAHOMA	GARFIELD	1028	777	NONE		NONE		NONE		NONE	

[redacted]TATE	COUNTY	TERM MINERAL DEED VOLUME	PAGE	FIRST CORRECTION TERM MINERAL DEED VOLUME	PAGE	SECOND CORRECTION TERM MINERAL DEED VOLUME	PAGE	THIRD CORRECTION TERM MINERAL DEED VOLUME	PAGE	FOURTH CORRECTION TERM MINERAL DEED VOLUME	PAGE
OKLAHOMA	GRADY	1804	1	NONE		NONE		NONE		NONE	
OKLAHOMA	HARPER	NONE		NONE		NONE		NONE		468	136
OKLAHOMA	KAY	599	212	NONE		NONE		NONE		NONE	
OKLAHOMA	KINGFISHER	946	272	NONE		NONE		NONE		NONE	
OKLAHOMA	LINCOLN	1065	131	NONE		NONE		NONE		NONE	
OKLAHOMA	LOGAN	1124	202	NONE		NONE		NONE		NONE	
OKLAHOMA	MAJOR	953	1	NONE		NONE		NONE		NONE	
OKLAHOMA	MARSHALL	508	436	NONE		NONE		NONE		NONE	
OKLAHOMA	MCCLAIN	1178	210	NONE		NONE		NONE		NONE	
OKLAHOMA	NOBLE	386	147	NONE		NONE		NONE		NONE	
OKLAHOMA	OKLAHOMA	5596	770	NONE		NONE		NONE		NONE	
OKLAHOMA	PONTOTOC	1284	626	NONE		NONE		NONE		1380	170
OKLAHOMA	POTTAWATOMIE	1453	12	1519	1	NONE		NONE		2072	281
OKLAHOMA	TULSA	5005	2250	NONE		NONE		NONE		NONE	
OKLAHOMA	WOODS	612	306	NONE		NONE		NONE		NONE	
[redacted]XAS	ANDREWS	549	324	NONE		NONE		589	513	634	35
[redacted]XAS	CARSON	224	355	NONE		NONE		NONE		NONE	
[redacted]XAS	COLEMAN	596	11	NONE		NONE		NONE		NONE	
TEXAS	CRANE	305	800	308	218	NONE		NONE		NONE	
TEXAS	CROCKETT	420	706	426	194	429	684	NONE		475	101
TEXAS	DAWSON	303	159	NONE		NONE		NONE		NONE	
TEXAS	ECTOR	973	365	NONE		NONE		1034	529	1105	383
TEXAS	GAINES	497	215	NONE		NONE		530	857	NONE	
TEXAS	GLASSCOCK	245	547	NONE		NONE		NONE		NONE	
TEXAS	GRAY	557	78	NONE		NONE		NONE		NONE	
TEXAS	HOWARD	597	522	NONE		NONE		NONE		NONE	
TEXAS	IRION	68	555	NONE		NONE		NONE		NONE	
TEXAS	LOVING	81	639	NONE		NONE		NONE		NONE	
TEXAS	MONTAGUE	876	157	NONE		NONE		NONE		NONE	
TEXAS	NOLAN	51	45	NONE		NONE		NONE		NONE	
TEXAS	PECOS	572	546	579	106	585	210	600	346	NONE	
TEXAS	REEVES	474	439	NONE		NONE		NONE		NONE	
TEXAS	SCHLEICHER	297	69	NONE		NONE		NONE		NONE	
TEXAS	SUTTON	196	206	NONE		NONE		NONE		NONE	
[redacted]XAS	TERRY	501	545	NONE		NONE		524	279	NONE	
[redacted]XAS	TOM GREEN	10	800	NONE		NONE		NONE		NONE	
[redacted]XAS	UPTON	539	489	540	633	546	478	561	174	NONE	
[redacted]XAS	WARD	535	47	NONE		545	57	NONE		590	796
TEXAS	WINKLER	365	849	NONE		374	804	NONE		404	328
TEXAS	YOAKUM	9	450	NONE		NONE		NONE		NONE	
WYOMING	CONVERSE	914	265	NONE		NONE		NONE		NONE	
WYOMING	WASHAKIE	50	1741	NONE		NONE		NONE		NONE	

EXHIBIT "A" PART I
Attached to and made a part of that certain
Assignment and Conveyance dated effective as of
12:00 Midnight, local time, December 31, 1991 from
Hondo Oil & Gas Company, Assignor, to
Devon Energy Corporation (Nevada), and
Devon Energy Partners A Limited Partnership, Assignees

STATE	COUNTY	LEASE	LESSOR NAME	LESSEE NAME	LEASE DATED LEASE DESCRIPTION	REC BOOK	PAGE
WYOMING	SUBLETTE	49-0173-00	BUREAU OF LAND MANAGEMENT W-52411	LESLIE J FRANCE	11/01/75 T-32-N, R-115-W SEC. 9: LOTS 1, 2 SEC. 10: LOTS 1, 2, 3, 4, S/2 SEC. 15: NE/4		

010

Exhibit A - Part II

There are no subject interests to be listed.

Exhibit A - Part III

There are no subject interests to be listed.

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Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
92 MAY -7 AM 9:00
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

EV-07675-C

0075174-000

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

Enron Oil & Gas Company
P. O. Box 1188
Houston, 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 27 North, Range 113 West, 6th P.M. Section 34: E½E½ Township 26 North, Range 113 West, 6th P.M. Section 3: Lot 1 As to the Baxter (Hilliard) Formation only. Containing 201 acres, more or less, in Lincoln and Sublette Counties, Wyoming	100%	100%	-0-	-0-	those of record

237755

RECORDED July 8 IN 92 10:30 AM
IN BOOK 88 PAGE 613
FEES $ 8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective JUN 01 1992

By /s/ Florence R. Spoltz
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 04 1992
(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 th[redacted], 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.

[redacted]pon approval of a transfer of operating rights (sublease), the sublessee is respon-[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 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] MIN.

JUN 1 0 1992

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of April, 1992, 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)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by D. D. Ulrich, Attorney-in-Fact for TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

My Commission Expires:

March 15, 1996

[illegible] correct to the best of my knowledge and belief and are made in good faith.

Executed this 29th day of April, 19 92
but effective March 15, 1992.

Name of Transferor: Texaco Exploration and Production Inc.
Please type or print

Transferor

or

Attorney-in-fact D. D. Ulrich (Signature)

D. D. Ulrich (Signature)

P. O. Box 2100
(Transferor's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Executed this 30th day of April, 19 92

Transferee ENRON OIL & GAS COMPANY

Agent and Attorney-in-fact D. Weaver (Signature)

D. Weaver (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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

rm 3000-3a
ovember 1990)

[redacted]

UNITED [redacted]S
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
92 MAY -7 AM 9:00
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

E-08051-A

00-2177-00E

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)*
Street
City, State, ZIP Code

Enron Oil & Gas Company
P. O. Box 1188
Houston, Texas 77251-1188

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 parate attached sheet of paper.

his transfer is for: *(Check one)* ☑ Oil and Gas Lease, or ☐ Geothermal Lease

terest 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	
ditional space on reverse, if needed. Do not submit documents or agreements other than s 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 27 North, Range 113 West, 6th P.M. ection 27: W½SW¼NE¼, NE¼NW¼ to the Baxter (Hilliard) Formation only ntaining 60 acres, more or less, in blette County, Wyoming	100%	100%	-0-	-0-	those of record

237756

RECORDED July 8 IN 92 10:30 AM
IN BOOK 88 M Oil & Gas PAGE 615
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 tle to this lease.

Transfer approved effective JUN 0 1 1992

/s/ Florence R. Speltz
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 0 4 1992
(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.

615

...collected pursuant to the law

616

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

ROUTINE USES:

JUN 17 1992

(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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of April, 1992, 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)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by D. D. Ulrich, Attorney-in-Fact for TEXACO INC., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

My Commission Expires:

March 15, 1996

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 92
but effective March 15, 1992.

Name of Transferor Texaco Inc.
Please type or print

Transferor
or
Attorney-in-fact D D Ulrich (Signature)

D. D. Ulrich (Signature)

P. O. Box 2100
(Transferor's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Executed this 30th day of April, 19 92

ENRON OIL & GAS COMPANY

Transferee
or
Agent and Attorney-in-fact D. Weaver (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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] 1990-573-016/26003

BUREAU OF LAND [redacted] AGEMENT

92 MAY -7 [illegible] 9:00

[illegible] WYOMING

OM[redacted]04-0034
Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-041447

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)

007571/0-000

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)*
Street
City, State, ZIP Code

Enron Oil & Gas Company
P. O. Box 1188
Houston, Texas 77251-1188

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 arate attached sheet of paper.

is transfer is for: *(Check one)* ☑ Oil and Gas Lease, or ☐ Geothermal Lease

erest 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	
ditional space on reverse, if needed. Do not submit documents or agreements other than form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
ownship 27 North, Range 113 West, 6th P.M. ection 27: SE¼SE¼ s to the Baxter (Hilliard) Formation only ontaining 40 acres, more or less, in ublette County, Wyoming	100%	100%	-0-	-0-	those of record

237757

RECORDED July 8 19 92 10:30 AM
IN BOOK EE Mbr 4 PAGE 617
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 tle to this lease.

Transfer approved effective JUN 01 1992

y /s/ Florence R. Speltz
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 04 1992
(Date)

FOR ASSIGNEES

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.

- This information will be used to create and maintain a record of oil and gas 618 geothermal lease activity

3 Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases

Year — — —

(November 1990)

DEPARTMENT O[redacted] INTERIOR
BUREAU OF LAND MANAGEMENT

FO[redacted] ROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF [redacted]
BUREAU OF LAND
92 MAY -7 AM 9:00
RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

W-040934

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)

0075177-000

Type or print plainly in ink and sign in ink.

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 27 North, Range 113 West, 6th P.M. Section 27: NE¼SE¼ As to the Baxter (Hilliard) Formation only Containing 40 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	those of record

237758

RECORDED July 8 19 92 10:30 AM
IN BOOK 88M OR PAGE 619
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective JUN 01 1992

By /s/ Florence R. Speltz (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 04 1992 (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.

619

6620.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activity

3. Response to this request is required to obtain benefit

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases

ROUTINE USES:

(1) The approval of transferee's rights to the land or resources

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources

(4)(5) Information from the record and or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Tear

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of April, 1992, 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)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by D. D. Ulrich, Attorney-in-Fact for TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

My Commission Expires:

March 15, 1996

Executed this 29th day of April, 19 92
but effective March 15, 1992.

Name of Transferor Texaco Exploration and Production Inc.
Please type or print

Transferor
or
Attorney-in-fact D. D. Ulrich (Signature)

P. O. Box 2100
(Transferor's Address)

Denver, CO 80201
(City) (State) (Zip Code)

Executed this 30th day of April, 19 92

ENRON OIL & GAS COMPANY

Transferee
or
Agent and Attorney-in-fact D. Weaver (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771) 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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]

rm 3000-3a
ovember 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

92 MAY -7 AM 9:00

RECEIVED
CHEYENNE, WYOMING

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

E-024168

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)

C075178-000

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* Enron Oil & Gas Company
Street P. O. Box 1188
City, State, ZIP Code Houston, Texas 77251-1188

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 arate attached sheet of paper.

is transfer is for: *(Check one)* ☑ Oil and Gas Lease, or ☐ Geothermal Lease

erest 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	
	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: NW¼SE¼ As to the Baxter (Hilliard) Formation only containing 40 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	those of record

ditional space on reverse, if needed. Do not submit documents or agreements other than form; such documents or agreements shall only be referenced herein.

237759

RECORDED July 6 19 92 10:30 AM
IN BOOK 88 M 04-29 PAGE 621
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

ais 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 JUN 01 1992

/s/ Florence R. Speltz
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 04 1992
(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 cop-ies. 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 (nonrefunda-ble) must accompany the transfer, payment out of production or other similar interests or payments. File transfer within ninety (90) days after date of execu-tion 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.

621

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.)

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8. Upon approval of a transfer of operating rights (sublease), the sublessee is responsible for all lease obligations under the lease rights transferred to the sublessee

622

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, crimunal or regulatory investigations or prosecutions

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the transfer may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear

Tear

Tear

Names and addresses of additional transferees in Item No. 1 if needed, or for Land Description in Item No. 2 if needed.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30th day of April, 1992, 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)
CITY AND)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of April, 1992, by D. D. Ulrich, Attorney-in-Fact for TEXACO EXPLORATION AND PRODUCTION INC., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public for the State of Colorado

My Commission Expires:

March 15, 1996

Executed this 29th day of April, 19 92
but effective March 15, 1992.

Name of Transferor Texaco Exploration and Production Inc.
Please type or print

Transferor _____

or

Attorney-in-fact D. D. Ulrich (Signature)

P. O. Box 2100

(Transferor's Address)

Denver, CO 80201

(City) (State) (Zip Code)

Executed this 30th day of April, 19 92

Transferee ENRON OIL & GAS COMPANY

or

Agent and Attorney-in-fact D. Weaver (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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]

1990-521-016/40...

[redacted] PAG [redacted]
FEES $ 8.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF ~~OIL AND GAS LEASE~~

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **JERRY CHAMBERS EXPLORATION CO.**, whose address is 7800 E. Union Avenue, Suite 1100, Denver, Colorado 80237-2757, hereinafter called 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 sell, assign, transfer and set over unto **AXEM ENERGY CO.**, whose address is 7800 East Union Avenue, Suite 1100, Denver, Colorado 80237-2757 hereinafter referred as Assignee, all 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, together with the rights, privileges and powers held by Assignor and incident thereto.

This Assignment is subject to all the terms and conditions of said Oil and Gas Lease, extensions, renewals or substitutions thereof and to any and all covenants in instruments in the chain of title and to any liens or encumbrances of record on the date hereof.

This Assignment is made without any warranty, either express or implied; provided however, Assignor will defend the assigned premises against all persons whomsoever may claim by, through or under said Assignor.

Separate assignments of the Lease may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interest conveyed by such separate assignments are the same as, and not in addition to, the interest conveyed herein.

This Assignment of Oil and Gas Lease shall be binding upon and inure to the benefit of the successors and assigns, if any, of the parties named herein.

EXECUTED this 10th day of June, 1992, but effective as of April 1, 1992.

JERRY CHAMBERS EXPLORATION CO.
a Colorado General Partnership

By: Axem Resources Incorporated
a Delaware Corporation
Attorney-in-Fact

By: [signature]
Christopher D. Blair
Vice President - Land

ATTEST:
[signature]
Carol Lynn Worthen
Assistant Secretary

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of June, 1992, by **Christopher D. Blair**, Vice President - Land of **AXEM RESOURCES INCORPORATED**, a Delaware Corporation, on behalf of the corporation acting in its capacity as Attorney-In-Fact for **JERRY CHAMBERS EXPLORATION CO.**

Witness my hand and official seal.

[signature]
Notary Public
Address: 7800 E. Union Ave.,
Suite 1000
Denver, Colorado 80237-2757

My Commission Expires:
10/5/92

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASE DATED JUNE 10, 1992, EFFECTIVE APRIL 1, 1992, FROM JERRY CHAMBERS EXPLORATION CO. TO AXEM ENERGY CO.

LEASE NUMBER: WY-0065 00 RECORDED : 58- 661
LEASE DATE: 03/01/1970
LESSOR: W-23002
LESSEE: JERRY CHAMBERS
INTEREST TYPE : OTHER LEASE TYPE : FEDERAL
DESCRIPTION: T30N, R113W, 6 PM
SEC 8: E/2SW/4, SW/4SW/4
SEC 17: W/2
SUBLETTE COUNTY, WYOMING

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Green River Resource Area

Serial Number
W-96262

1. A (right-of-way) (~~permit~~) is hereby granted pursuant to:

a. ☐ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);

b. ☒ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);

c. ☐ Other (describe) _____.

2. Nature of Interest:

a. By this instrument, the holder ITR Petroleum, Inc., 1600 Stout St., Suite 1900, Denver, CO receives a right to construct, operate, maintain, and terminate a 3,456.5 feet of 4 inch diameter buried gas pipeline, on public lands (or Federal land for MLA Rights-of-Way) described as follows:

including a gas meter and ~~30~~ 20 dehydrator near the Fed ~~20-30~~ wellhead

T. 27 N., R. 111 W., 6th P.M., Wyoming

Section 19: S½SE¼
20: SW¼SW¼

237776

RECORDED July 13 19 92 11:00 AM
IN BOOK 88 OIL & GAS PAGE 625
FEES $ 18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

CERTIFIED
to be a true and correct copy
of the [illegible]
JUL 07 1992
BUREAU OF LAND MANAGEMENT

b. The right-of-way or permit area granted herein is 50 feet wide, ~~3,456.55~~ feet long and contains 3.97 acres, more or less. If a site type facility, the facility contains _____ acres.

c. This instrument shall terminate on 6-22-2016, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

626

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, B, dated 6-9-86, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

g. In consideration for the rights granted, the Holder shall pay the Bureau of Land Management the sum of $25.00 for the period from 6-23-86, to 6-22-1991, and thereafter annually $5.00, subject to a formal rental determination. The Holder will pay any additional rental due the Bureau as a result of the determination upon request.

CERTIFIED
to be a true and correct copy
of the official record
JUL 07 1992
BUREAU OF LAND MANAGEMENT

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

J.W. Decker
(Signature of Holder)

V.P. - OPERATIONS
(Title)

6-16-86
(Date)

(Signature of Authorized Officer)

Area Manager
(Title)

6-23-86
(Effective Date of Grant)

GPO : 1985 O - 483-259

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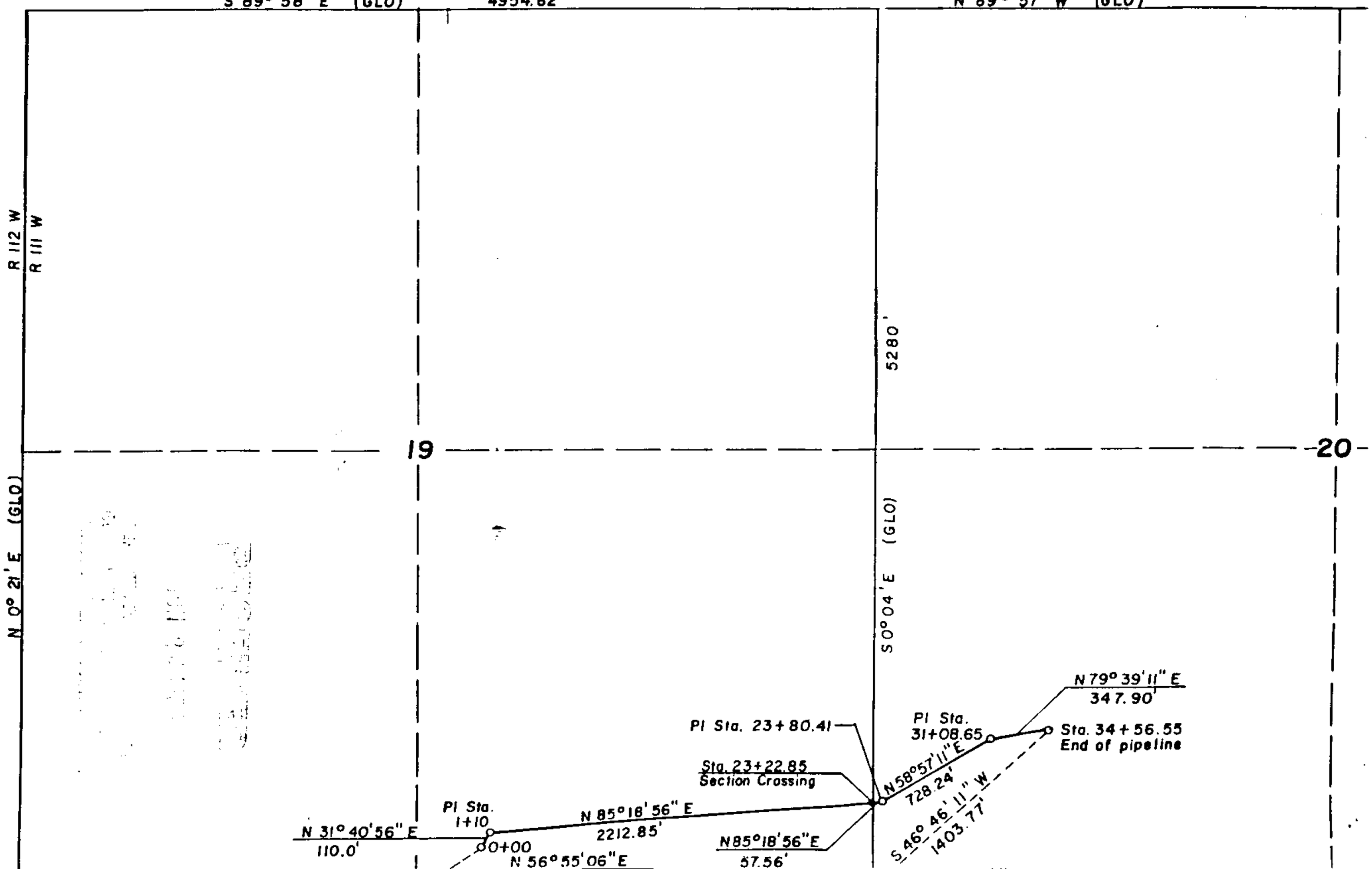
to be a true and correct copy
of the
JUL 07 1992
BUREAU OF LAND MANAGEMENT



of the ... copy
JUL 07 1992
BUREAU OF LAND MANAGEMENT

Exhibit "B"
W-96262

1. The holder shall contact the authorized officer at least 5 days prior to the anticipated start of construction and/or any surface disturbing activities:

Contact: Duane Feick
Title: Realty Specialist
Phone: (307) 362-6422

2. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

3. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.

4. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

5. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 4 inches deep, the soil shall be deemed too wet to adequately support construction equipment.

6. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions

to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

7. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.

8. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).

9. All above-ground structures not subject to safety requirements shall be painted by the holder to blend with the natural color of the landscape. The paint used shall be a color which simulates "Standard Environmental Colors" designated by the Rocky Mountain Five-State Interagency Committee. The colors suitable for this site are, (1) Carlsbad Canyon (2.5y 6/2), (2) Desert Brown (10YR 6/3), (3) Sand Beige (5Y 6/3).

10. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

11. If facilities authorized for construction under this right-of-way grant use Polychlorinated Biphenyls (PCBs), such use shall be in a totally enclosed manner in accordance with provisions of the Toxic Substances Control Act of 1976, as amended (See 40 CFR Part 761). Additionally, any release of PCBs (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR Part 17 shall be reported as required by law. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any hazardous material shall be furnished to the authorized officer within 5 working days of the occurrence of the spill or release.

CERTIFIED

to be a true and accurate copy
of the original

JUL 07 1992

BUREAU OF LAND MANAGEMENT

Exhibit B-2

JUL 07 1992
BUREAU OF LAND MANAGEMENT

12. Prior to any discharge, hydrostatic testing water will be tested and processed, if necessary, to ensure that the water meets local, State, or Federal water quality standards. Prior to discharge of hydrostatic testing water from the pipeline, the holder shall design and install a suitable energy dissipator at the outlets, and design and install suitable channel protection structures necessary to ensure that there will be no erosion or scouring of natural channels within the affected watershed as a result of such discharge. The holder will be held responsible for any erosion or scouring resulting from such discharge. Sandbags, rock, or other materials or objects installed shall be removed from the site upon completion of hydrostatic testing.

13. The holder shall recontour the disturbed area and obliterate all earthwork by removing embankments, backfilling excavations, and grading to re-establish the approximate original contours of the land in the right-of-way.

14. The holder shall construct waterbars on all disturbed areas to the spacing and cross sections specified by the authorized officer. Waterbars are to be constructed to: (1) simulate the imaginary contour lines of the slope (idealy with a grade of one or two percent); (2) drain away from the disturbed area; and (3) begin and end in vegetation or rock whenever possible.

15. The holder shall prepare a seedbed by: (a) scarifying the disturbed area, (b) distributing topsoil uniformly, or (c) disking the topsoil, as directed by the authorized officer (select and use one as appropriate).

16. The holder shall seed all disturbed areas with the seed mixture(s) listed below. The seed mixture(s) shall be planted in the amounts specified in pounds of pure live seed (PLS)/acre. There shall be no primary secondary noxious weeds in the seed mixture. Seed shall be tested and the viability testing of seed shall be done in accordance with State law(s) and within 9 months prior to purchase. Commercial seed shall be either certified or registered seed. The seed mixture container shall be tagged in accordance with State law(s) and available for inspection by the authorized officer.

17. Seed shall be planted by using a drill equipped with a depth regulator to ensure proper depth of planting where drilling is possible. The seed mixture shall be evenly and uniformly planted over the disturbed area (smaller/heavier seed have a tendency to drop to the bottom of the drill and are planted first). The holder shall take appropriate measures to ensure this does not occur. Where drilling is not possible, seed shall be broadcast and the area shall be raked or chained to cover the seed. When broadcasting the seed, the pounds per acre noted below are to be doubled. The seeding will be repeated until a satisfactory stand is established as determined by the authorized officer. Evaluation of

growth will not be made before completion of the second growing season after seeding. The authorized officer is to be notified a minimum of 3 days prior to seeding of the project.

Seed Mixture

Species of seed	Pounds/acre PLS
Wheatgrass	6 lbs/acre
Wheatgrass	6 lbs/acre
	Total 12 lbs/acre PLS

(PLS formula: % of germination (x) % of purity (x) 100%)

18. One year prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

19. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pretermination conference. This conference will be held to review the termination provisions of the grant.

CERTIFIED
to be a true and correct copy
of the original
JUL 07 1992
BUREAU OF LAND MANAGEMENT

Exhibit B-4

Glenn Kerr RA

United States Department of the Interior

TAKE PRIDE IN AMERICA

BUREAU OF LAND MANAGEMENT
WYOMING STATE OFFICE
P.O. BOX 1828
CHEYENNE, WYOMING 82003

237777

RECORDED July 13 19 92 CHEYENNE
IN BOOK 88 of Misc. PAGE 632
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Walker

3106
(923u)

FEB 3 1988

940

CERTIFIED
to be a true and correct copy
of the ... file

JUL 07 1992
BUREAU OF LAND MANAGEMENT

General Atlantic Energy Corporation
410 Building
410 - 17th Street, Suite 1400
Denver, Colorado 80202

ITR Petroleum Inc.

Name Change Recognized

On December 31, 1987, we received a Certificate of Name Change changing the name of ITR Subsidiary Corp. to General Atlantic Energy Corporation effective July 31, 1987.

These documents have been examined, found satisfactory, and placed in the qualifications file for General Atlantic Energy Corporation.

Enclosed with this notice, for your convenience, are copies of the list of leases submitted by ITR Subsidiary Corp. and the proprietor printout, generated by this office, for General Atlantic Energy Corp. Copies of both of these documents have been placed in the qualifications file for General Atlantic Energy Corp. Individual case files will not have a copy of the list of leases or the printout.

Please insure that bond coverage reflects all interests held in the current name. If you have any questions about the information provided, please contact Kelly Sharp at the address on the letterhead or call (307) 772-2557.

Andrew L. Tarshis
Chief, Leasing Section

Enclosures

cc:
See Attached

W 76949 W 81171
78375 81181
79475 81182
79476 82594
79477 82606
79527 82609
79528 82624
80307 82625
80308 82626
80309 82643
81102 87135
81103 96262
81109 96301
81135 105093
96297 82668
82676
101910
79527

Ken Monroe Binion
303-573-5102
Rights-of-way

Name Change to
General Atlantic
Rockies Prod Co,
2-2-88
for D+G Leases —
NOT for R/W's

CERTIFIED

to be a true and comparative copy
of the original on file

JUL 07 1992

BUREAU OF LAND MANAGEMENT

WY W[redacted] et al
2800 (480)

MAY 24 1989

Robert L. Schuh, CPL
Contract Landman
Presidio Oil Company
5513 DTC Parkway, Suite 750
Englewood, Colorado 80111-3035

Corporate Merger Recognized

The Certificate of Ownership and Merger merging ITRP Gas Ventures, Inc. (a subsidiary of ITR Petroleum, Inc.), through General Atlantic Energy Corporation has been received in this office. Therefore, the interests held by ITRP Gas Ventures, Inc. and General Atlantic Energy Corporation in the following rights-of-way are now recognized as being held in the name of Presidio Oil Company, effective May 22, 1989.

WY W105092 WY W96262

WY W101910 WY W96301

Sincerely,

Sally H. Haverly
Area Manager

SHaverly:aog:5/23/89:1116w

237778

RECORDED July 13 1992 11:00 A.M.
IN BOOK 88 of Misc. PAGE 633
FEES $6.00 Bethany O. Walker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany O. Walker

634

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Green River Resource Area
1993 Dewar Drive
Rock Springs, Wyoming 82901

237779

RECORDED July 13 1992 11:00AM
IN BOOK 88 Opt. H 4 4 PAGE 634
FEES $ 14.00 Mary L. Lindquist COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

WY W65469 et al
2880 (480)

January 7, 1992

CERTIFIED - RETURN RECEIPT REQUESTED

Presidio Exploration, Inc.
5613 DTC Parkway, Suite 750
Englewood, Colorado 80155-6525

CERTIFIED
to be a true and comparative copy
of the
JUL 07 1992
BUREAU OF LAND MANAGEMENT

Right-of-Way Assignment
Approved

The assignment received in this office January 3, 1992, transferring total interest in the following rights-of-way from Presidio Exploration, Inc. to Mountain Gas Resources, Inc. is hereby approved.

The requirements and provisions of the applicable regulations (43 CFR 2880) have been met and the right-of-way is in good standing.

Advance rental for the rights-of-way have been paid as shown below:

Grant	Next Rental Due	Grant	Next Rental Due
W65469	January 1, 1993	W121475	January 1, 1995
W96262	January 1, 1993	W121476	January 1, 1995
W96301	January 1, 1993	W121494	January 1, 1995
W101910	January 1, 1993	W122417	January 1, 1995
W105092	January 1, 1993	W122426	January 1, 1996
W109332	January 1, 1995	W122427	January 1, 1996
W118238	January 1, 1993	W122430	January 1, 1996
W118288	January 1, 1995	W122444	January 1, 1997
W121470	January 1, 1995	W122445	January 1, 1997
W121471	January 1, 1995	W124190	January 1, 1997

Mountain Gas Resources, Inc. has agreed to be bound by the terms and conditions of right-of-way grants.

Sincerely yours,

Sally Haverkamp
Realty Specialist

cc: Mountain Gas Resources, Inc.
5613 DTC Parkway, Suite 200
Englewood, Colorado 80111-3065

[redacted] [redacted] [redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Green River Resource Area

EXHIBIT "A"

92 JUN -3 A 9:32

Attached to and made a part of Standard Form 299, Application for Assignment of Existing Rights-of-Way from Presidio Exploration, Inc. to Mountain Gas Resources, Inc.

5. Specify what application is for:

d. Assign existing authorization Nos.:

Green River Gathering System:
W-96262
W-96301
W-101910
W-105092
W-109332
W-118238
W-118288
W-121470
W-121471
W-121475
W-121476
W-121494
W-122417
W-122426
W-122427
W-122430
W-122444
W-122445
W-124190

La Barge Gathering System:
W-65469

CERTIFIED
to be a true and comparative copy
of the official record on file
JUL 07 1992
BUREAU OF LAND MANAGEMENT

140 - Files
139 - accepted

634

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of the official file
JUL 07 1992
BUREAU OF LAND MANAGEMENT

DECISION RETYPED
CATEGORICAL EXCLUSION

NM65469 et al

RECOMMENDATION:

Assign rights-of-way from Presidio Exploration, Inc. to Mountain Gas Resources, Inc.

NM65469	NM96262	NM96501	NM101910	NM105092	NM109388
NM118208	NM118288	NM121470	NM121471	NM121475	NM121478
NM121494	NM122417	NM122426	NM122427	NM122430	NM122444
NM122445	NM124190				

The assignment is be made under the authority of section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185) and be subject to the terms and conditions in 43 CFR 2881 and rental payments as determined by 43 CFR 2883.1-2. The assignments are subject to the mitigations set forth in the application/plan of development

RATIONALE FOR THE RECOMMENDATION: The proposed action meets the criteria for categorical exclusion in 516 DM 6, Appendix 5.4(b)18, and none of the exceptions in 516 DM 2, Appendix 2, apply. Further the action is in conformance with the Big Sandy MFP, approved on April 16, 1982 (Salt Wells MFP, approved on November 30, 1983). The area involved is not in an area of special management and allowance of the right-of-way would not effect the overall management decisions in the plan.

Realty Specialist — Date

DECISION: The recommendation and its rationale are adopted as my decision.

Sally J. Hawley — 1-7-92
Authorized Officer — Date

[redacted] [redacted]

CERT[redacted]
to be a true and correct copy
of the [redacted]

JUL 07 1992
BUREAU OF LAND MANAGEMENT

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Wyoming State Office

CATEGORICAL EXCLUSION

Serial Number: W65469 et al
Authority: FLPMA
Project Location: Resource area wide
Project Description: Assignment of rights-of-way

Resource Area: Green River
Date of Application: 1-3-92

PLAN CONFORMANCE REVIEW. This proposed action is in conformance with the following land use plan:

Name of Plan: Big Sandy MFP — Date approved: 4-16-82
Name of Plan: Salt Wells MFP — Date approved: 11-30-83

DEPARTMENTAL EXCEPTIONS AND CRITICAL RESOURCE VALUES CHECKLIST

The following exceptions apply to individual actions. Departmental instructions mandate that environmental documents must be prepared for actions which may: (Mark applicable answer for each item. If "yes," prepare an EA/EIS and append this form to it.

YES NO

X ( ) 1. Have significant adverse impacts on public health or safety.

( ) X 2. Have adverse effects on unique geographic characteristics, historic or cultural resources, park, recreation or refuge lands, wilderness areas, wild or scenic rivers, sole or principal drinking water aquifers, prime farmlands, wetlands, floodplains, or ecologically significant or critical areas, including those listed on the department's National Register of Natural Landmarks.

( ) X 3. Have highly controversial environmental effects.

( ) X 4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.

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of the original file
JUL 07 1992
BUREAU OF LAND MANAGEMENT

YES NO

5. Establish a precedent for future actions or represent a decision in principle about future actions with potentially significant environmental effects.

6. Be directly related to other actions with individually insignificant, but cumulatively significant environmental effects.

X 7. Have adverse effects on properties listed or eligible for listing on the National Register of Historic Places.

X 8. Have adverse effects on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have adverse effects on designated critical habitat for these species.

X 9. Require compliance with Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands), or the Fish and Wildlife Coordination Act.

X 10. Threaten to violate a Federal, State, local or tribal law or requirement imposed for the protection of the environment.

I CERTIFY THAT NONE OF THE DEPARTMENTAL EXCEPTIONS LISTED ABOVE APPLY TO THIS ACTION.

Prepared by: _____ Date Signed: _____
Sally J. Haverly

[redacted]

DEPARTMEN[redacted]HE INTERIOR
BUREAU OF L[redacted]MANAGEMENT

[redacted]APPROVED
[redacted]O. 1004-0034
Expires: July 31, 1992

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-107061

Lease Effective Date (Anniversary Date)
January 1, 1988

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Malcolm K. Brachman, Trustee of The Brachman Revocable Trust
   Street 3232 McKinney Avenue, Suite 770
   City, State, ZIP Code Dallas, TX 75204-2423

*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
T31N-R113W Sec. 14: NW/4 SE/4, S/2 SE/4 Sec. 24: NW/4, N/2 SW/4 Containing 360 acres Sublette County, Wyoming	100%	100%	-0-		

237836

RECORDED July 17 '92 8:30 AM
IN BOOK 88 M 04 N Cy PAGE 639
FEES $ 8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 01 1992

☐ Assignment approved for land description indicated on reverse of this form.

By /s/ Florence R. Speltz
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUL 08 1992
(Date)

1637

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 each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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 19 day of June, 19 92

Name of Assignor as shown on current lease Malcolm K. Brachman
Please type or print

Assignor Malcolm K. Brachman
(Signature)
or
Attorney-in-fact _____
(Signature)

3232 McKinney Avenue, Suite 770
(Assignor's Address)

Dallas, TX 75204-2423
(City) (State) (Zip Code)

Executed this 19 day of June, 19 92

Assignee Malcolm K. Brachman Trustee
(Signature)
or
Attorney-in-fact _____
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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: 1991 — 573-016/26062

[redacted]

237868

FILED July 21 1992 at 2:25 P.M.
IN BOOK 88 of M Misc PAGE 641
FEES $ 96.00 Mary D. Pinkerton COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany A. Walker

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS AND FINANCING STATEMENT (this "Instrument"), dated as of June 1, 1992, is from TPEX EXPLORATION, INC., a Colorado corporation (TPEX) with an address of One Barclay Plaza, Suite 440, 1675 Larimer Street, Denver, Colorado 80202, to VICTORIA EXPLORATION, INC., a Colorado corporation ("Secured Party"), with an address of Denver Place South Tower, Suite 1100, 999 - 18th Street, Denver, Colorado 80202. As used herein "Debtor" shall mean TPEX.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THOSE PORTIONS OF THE COLLATERAL WHICH ARE MINERALS OR OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS), AND THE ACCOUNTS RELATING THERETO, WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE LAND DESCRIBED OR REFERRED TO IN EXHIBIT "A" HERETO.

PORTIONS OF THE COLLATERAL ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN EXHIBIT "A" HERETO.

THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OF EACH COUNTY IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED.

EACH DEBTOR IS THE OWNER OF A RECORD INTEREST IN A PORTION OF THE REAL ESTATE CONCERNED.

All of the property described under 1 through 8 below is herein collectively called the "Collateral":

1. The undivided interests necessary to give rise to the "Net Revenue Interests" described in Exhibit "A" attached hereto and made a part hereof (the "Interests"), in and to all of the mineral estates, leasehold estates, oil and gas leases, oil, gas and mineral leases, licenses, subleases, sublicenses, farmouts, royalty interests, overriding royalty interests, production payment interests, net profit interests, sublicenses, farmouts, royalty interests, overriding royalty interests, production payment interests, net profit interests, unit agreements, unit operating agreements, pooling agreements, joint operating agreements, gas processing plants, gasoline plants, pipelines and any other interests described in Exhibit "A" hereto, covering or relating to all or any part of the land described either in Exhibit "A" hereto or in the documents recorded as described in Exhibit "A" hereto or covering or relating to land covered by any unit agreement, pooling agreement, communitization agreement or other similar agreement to which the Interests or any other estate, property right or other interest constituting a part of the Collateral is now or hereafter subject (the "Land"), whether now owned or hereafter acquired, and whether such interests be correctly described therein or not (which interests of Debtor shall, for all purposes of this Instrument, be deemed to include without limitation any interest now owned or hereafter acquired by Debtor in any extension, renewal or replacement of any of the leases or other interests described in Exhibit "A" hereto);

2. All of the oil, gas, casinghead gas and other hydrocarbons, whether solid, liquid or gaseous, and all other associated or related substances ("Hydrocarbons") in, on, under or attributed to any of the Interests;

3. All of the items incorporated as part of or attributed or affixed to any of the real property included in the Interests in such a manner that such items are no longer personal property under the law of the state where the property is situate (or if the property is not situated within the boundaries of any state, then under applicable law);

4. All wells, platforms, derricks, casing, tubing, tanks, tank batteries, separators, rods, pumps, flow lines, water lines, gas lines, machinery, pipelines, power lines and other goods and equipment, and all of the personal property and fixtures, as defined under the law of the state where the property is situate (or if the property is not situated within the boundaries of any state, then under applicable law), now or hereafter located in, on, under, affixed or attributed to or obtained or used in connection with any of the Interests which are used or purchased for the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons;

5. All of the accounts, contract rights and general intangibles now or hereafter arising in connection with the Interests (including, without limitation, the production, treatment, storage, transportation, manufacture or sale of Hydrocarbons related to any of the Interests);

6. All of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests;

7. All of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to any of the property described under 1 through 6 above; and

8. All of the proceeds and products of the property described under 1 through 7 above, including without limitation condemnation awards and the proceeds of any and all title insurance policies and other insurance policies covering all or any part of said property and, to the extent they may constitute proceeds, instruments, accounts, securities, general intangibles and contract rights.

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Secured Party to Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby:

A. Grants, bargains, sells, assigns, transfers, pledges, mortgages, conveys, and grants a security interest in, the Collateral to Secured Party WITH POWER OF SALE pursuant to this instrument and applicable law, for the benefit of Secured Party, but subject to the rights of Secured Party under the assignment made in paragraph B below; TO HAVE AND TO HOLD the Collateral, together with all of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining thereto, to Secured Party and its successors and assigns forever, subject to all of the terms, conditions, covenants, and agreements herein set forth, AS SECURITY, for the benefit of Secured Party and its successors and assigns.

B. Assigns to Secured Party all of the severed and extracted Hydrocarbons produced from or attributed to any of the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests included in the Collateral, together with all amounts that become payable to Debtor with respect to any of the Collateral, whether now owned or hereafter acquired, and all of the proceeds thereof.

AND in furtherance thereof Debtor warrants, represents, covenants and agrees as follows:

ARTICLE I

Obligations

Section 1.1 This Instrument is executed, acknowledged and delivered by Debtor to secure and enforce the following obligations (herein called the "Obligations"):

A. Two promissory notes of even date herewith (the "Note"), made by Debtor, in the face amount of $600,000 and $1,000,000, payable to the order of Secured Party on or before *see below, respectively, with interest on the unpaid principal balance thereunder until maturity or default at an annual rate equal to the floating commercial loan rate of Norwest Bank Denver, N.A. announced from time to time as its prime rate (the "Prime Rate") and after maturity or default at an annual rate equal to the Prime Rate plus five percentage points per year;

6/1/92

B. All other indebtedness, liabilities and obligations of Debtor to Secured Party, of every kind and character, now existing or hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint, several or joint and several, similar or dissimilar, related or unrelated to any other Obligation described in this Section 1.1, howsoever evidenced and created, held or acquired by Secured Party, whether in the ordinary course of business or otherwise (including, without limitation, any and all obligations of Debtor to Secured Party for fees, costs and expenses pursuant to or in connection with any loan agreements now or hereafter in force), it being contemplated that Debtor may hereafter become indebted to Secured Party in such further sum or sums;

C. Payment of all sums advanced and costs and expenses incurred by Secured Party (including, without limitation, all legal and engineering fees) in connection with the Obligations or any part thereof, any renewal, extension or change of or substitution for the Obligations or any part thereof, or the acquisition or perfection of the security therefor, whether such advances, costs and expenses were made or incurred at the request of Debtor or Secured Party;

D. Payment of all other indebtedness and liabilities and performance of all other obligations of Debtor to Secured Party arising pursuant to this Instrument or in connection with this Instrument; and

E. All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the items described under A through D above; provided that such renewals, extensions, amendments, changes of, or substitutions or replacements for, all or any part of the foregoing.

ARTICLE II

Warranties, Representations and Covenants

Section 2.1 Debtor warrants, represents and covenants to and with Secured Party that (a) all of the representations, warranties and covenants of Debtor contained in that certain Loan Agreement of even date herewith between Debtor and Secured Party are, and shall at all times continue to be, true and correct in all material respects; (b) unless otherwise indicated, the oil and gas leases or licenses described in Exhibit "A" cover all of the oil, gas and other Hydrocarbons in and under the Land; (c) the oil and gas leases or licenses described in Exhibit "A" and other documents

6/1/92

* December 31, 1998 and December 31, 1994, respectively,

relating thereto provide for the payment of landowners' and other royalties which do not exceed in the aggregate the amounts which would allow Debtor to receive the "Net Revenue Interest" specified of all oil, gas and other Hydrocarbons produced, saved and marketed from the Land; (d) Debtor's share of development and operating costs with respect to the Land and the wells on the Land is no greater than the "Operating Interest" or "Working Interest" specified in the description of the Land or wells in Exhibit "A"; (e) Debtor's share of the gross production of oil, gas and other Hydrocarbons from the Land and said wells is no less than the "Net Revenue Interest" specified in the description of the Land or wells in Exhibit "A"; (f) Debtor is the lawful owner of good and defensible title to the Collateral and has the power and authority to mortgage, pledge and hypothecate the same; (g) the leases and licenses described in Exhibit "A" are valid and subsisting and are in full force and effect; (h) all royalties due and payable under the leases and licenses described in Exhibit "A" and all severance and production taxes payable by Debtor have been paid; (i) all producing wells located and the leases and licenses described in Exhibit "A" have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production; (j) none of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules and regulations; (k) such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit "A"; (l) each loan evidenced by the Obligations is or shall be for a business or commercial purpose; and (m) Debtor warrants and will forever defend the title to the Collateral against the claims of all persons claiming or to claim the same or any part thereof.

Section 2.2 Debtor covenants that, so long as any part of the Obligations remains unpaid or unsatisfied, unless Secured Party shall have otherwise consented in writing:

A. Debtor shall pay or perform, or cause to be paid or performed, when due the Obligations in accordance with the terms thereof and hereof;

B. Debtor shall pay or cause to be paid: (1) all taxes, assessments and governmental charges assessed or imposed upon, with respect to, measured by or charged against, the Collateral, the development, operation and production thereof, this Instrument and the Obligations, or any of them, and assessed or imposed upon Debtor because of Debtor's ownership thereof, or upon Secured Party because of its interests therein; (2) all Federal and State income taxes payable generally by Debtor, regardless of their relation to the Collateral; and (3) all Federal and State social security, unemployment, disability, retirement and similar taxes, payments and contributions for which Debtor may be liable, in each instance before the same become delinquent, or, as to any thereof which are being contested in good faith by appropriate proceedings, promptly after the final determination of such contest, together with any interest and penalty payable in connection therewith;

C. Debtor shall promptly and, insofar as not contrary to applicable law, at Debtor's own expense, file and refile in such offices, at such times and as often as may be necessary, this Instrument and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the lien, encumbrance and security interest intended to be created hereby and the rights and remedies of Secured Party hereunder, shall promptly furnish evidence satisfactory to Secured Party of all such filings and refilings and otherwise shall do all things necessary or expedient to be done to effectively create, perfect, maintain

and preserve the lien, encumbrance and security interest intended to be created hereby as a first lien on the real property and fixtures and as a first and prior security interest in the personal property and fixtures which constitute the Collateral and to create, perfect, maintain and preserve the assignment made in paragraph C of the granting clause of this Instrument;

D. Debtor shall not (1) amend, modify or otherwise revise any lease or license described in Exhibit "A"; (2) release, surrender, abandon (except in accordance with prudent oil-field practice) or forfeit the Collateral or any part thereof; (3) sell, convey, assign, lease, sublease, alienate, mortgage or grant security interests in or otherwise dispose of or encumber the Collateral or any part thereof, except sales of severed Hydrocarbons in the ordinary course of Debtor's business and for fair consideration, the lien and security interest created by this instrument and liens for taxes, assessments and governmental charges not delinquent or the validity of which is being contested in good faith by appropriate proceedings; or (4) consent to or permit (to the extent it has the power to prevent) any such act by another party in respect of the Land or any part thereof;

E. Debtor shall, at Debtor's own expense: (1) take all reasonable steps to keep in full force and effect all of the Leases and all rights of way, easements and privileges necessary or appropriate for the proper operation of the Leases, including, without limitation, the proper payment of all rentals, royalties and other sums due thereunder and the proper performance of all obligations and other acts required thereunder; (2) take all reasonable steps to cause the Collateral to be properly maintained, developed and continuously operated for the production, transportation, processing and sale of Hydrocarbons and protected against drainage and damage, in a good and workmanlike manner as a prudent operator would, in accordance with good oil-field practice and applicable Federal, State and local laws, rules, regulations and orders; (3) take all reasonable steps to pay or cause to be paid when due all expenses incurred in connection with such maintenance, development, operation and protection of the Collateral; (4) take all reasonable steps to keep all goods, including equipment, inventory and fixtures included in the Collateral in good and effective repair, working order and operating condition and make all repairs, renewals, replacements, substitutions, additions and improvements thereto and thereof as are necessary and proper; (5) permit Secured Party, through its employees and agents, to enter upon the Collateral for the purpose of investigating and inspecting the condition and operation of the Collateral, and do all things necessary or proper to enable Secured Party to exercise this right whenever Secured Party so desires; and (6) do all other things necessary to keep unimpaired Secured Party's interests in the Collateral;

F. Debtor shall carry or cause to be carried, with responsible insurance carriers, and in reasonable amounts: (1) workmen's compensation insurance and public liability insurance in respect of all activities in which Debtor might incur personal liability for the death or injury of an employee or third person or damage to or destruction of another's property; and (2) insurance against loss to the personal property, buildings, fixtures and other improvements included in the Collateral, by fire, lightning, hail, tornado and other similar risks, to the extent such insurance is carried by others engaged in similar undertakings in the same general areas in which the Collateral is located; which policies, if Secured Party reasonably requests, shall name Secured Party as a loss payee and contain a standard lender's loss payable endorsement in the case of casualty insurance, and shall name Secured Party as additional insureds in the

case of liability insurance; and Secured Party may apply any proceeds of such insurance which it may receive toward part or full satisfaction of the Obligations, whether or not then due;

G. Debtor shall execute, acknowledge and deliver to Secured Party such other and further instruments and do such other acts as in the reasonable opinion of Secured Party may be necessary or desirable to more fully identify and subject to the lien, encumbrance and security interest and assignment created hereby any property intended by the terms hereof to be covered hereby, to assure the first priority thereof, and otherwise to effect the intent of this Instrument, promptly upon request of Secured Party and at Debtor's expense;

H. Debtor shall promptly furnish to Secured Party such information concerning Debtor, Debtor's business affairs and financial condition and the Collateral as Secured Party may reasonably request;

I. Debtor shall keep proper books of record and account in which complete and correct entries shall be made of Debtor's transactions in accordance with generally accepted accounting principles, and shall keep the records concerning the accounts and contract rights included in the Collateral at Debtor's principal place of business;

J. If the title of Debtor or Secured Party to the Collateral or any part thereof shall be attacked, either directly or indirectly, or if any legal proceedings are commenced against Debtor, Debtor shall promptly give written notice thereof to Secured Party and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys agreeable to Secured Party; and Secured Party may take such independent action in connection therewith as it may in its discretion deem advisable, and all costs and expenses, including without limitation reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection therewith shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at an annual rate which equals the sum of the Prime Rate plus 5 percentage points per year;

K. Debtor is and shall continue to be: (1) duly organized and existing under the laws of the respective States of incorporation; and (2) duly authorized to execute, acknowledge and deliver the written instruments comprising the Obligations and this Instrument and to observe and perform Debtor's duties thereunder and hereunder; and shall not, without the prior written consent of Secured Party, reorganize;

provided, however, that with respect to any of the Collateral which is operated by operators other than Debtor, Debtor shall not be obligated itself to perform any undertakings contemplated by the covenants and agreements contained herein which are performable only by such operators and are beyond the control of Debtor; and provided further, that Debtor agrees to take promptly all actions available to Debtor under any operating agreement or otherwise to bring about the performance of any such undertaking required to be performed by such operators.

Section 2.3 Debtor agrees that, if Debtor fails to perform any act which Debtor is required to perform hereunder, Secured Party may, but shall not be obligated to, perform or cause to be performed such act, and any expense incurred by Secured Party in connection therewith shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at an annual rate which equals the sum of the Prime Rate plus 5 percent per year until paid and shall be a part of the Obligations, and Secured Party shall be subrogated to all of the rights of the party receiving such payment.

ARTICLE III

Assignment of Production and Proceeds

Section 3.1 Pursuant to paragraph B of the granting clause of this instrument, Secured Party is entitled to receive all of the severed and extracted Hydrocarbons produced from or attributed to all of the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests included in the Collateral, together with all of the proceeds thereof and all other amounts that become payable to Debtor with respect to any of the Collateral, effective as of January 1, 1992. Debtor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest in said Hydrocarbons and proceeds or an assignment as additional security. Debtor hereby authorizes and directs all parties producing, purchasing, receiving or having in their possession any such Hydrocarbons or proceeds (herein collectively called "Payors") to treat and regard Secured Party as the party entitled, in Debtor's place and stead, to receive such Hydrocarbons and proceeds; and said parties shall be fully protected in so treating and regarding Secured Party and shall be under no obligation to see to the application by Secured Party of any such proceeds received by it. For its convenience, Secured Party may, with respect to any or all such Hydrocarbons or proceeds, permit Debtor to receive such Hydrocarbons or proceeds until such time as Secured Party shall have made written demand therefor. Such election by Secured Party shall not in any way waive the right of Secured Party to demand and receive such Hydrocarbons and proceeds thereafter attributable to the Collateral and shall not in any way diminish the absolute and unconditional right of Secured Party to receive all of such Hydrocarbons and proceeds and cash proceeds not theretofore expended or distributed by Debtor. Debtor hereby agrees that upon (i) written demand of Secured Party, or (ii) upon the occurrence and during the continuance of an event which constitutes an Event of Default or which upon the giving (or receiving) of notice or lapse of time or both would constitute such an Event of Default, whichever shall first occur, all cash, proceeds, instruments and other property, of whatever kind or character, received by Debtor on account of the Collateral, whether received by Debtor in the exercise of its collection rights hereunder or otherwise, shall, in accordance with instructions then given by Secured Party, be remitted to Secured Party or deposited to an account with Secured Party, in the form received (properly assigned or endorsed to the order of Secured Party or for collection and in accordance with Secured Party's instructions) not later than the first banking business day following the day of receipt, to be applied as provided in Section 3.2 hereof and, until so applied, may be held by Secured Party in a separate account on which Debtor may not draw. Debtor agrees not to commingle any such property, following the receipt of any such demand from Secured Party, with any of its other funds or property and agrees to hold the same upon an express trust for Secured Party until remitted to Secured Party.

Section 3.2 Secured Party shall apply all of the proceeds received pursuant to Section 3.1 in satisfaction of the Obligations as provided below, unless otherwise agreed to by Secured Party and Debtor. All such proceeds received and to be applied by Secured Party up to the close of business on the last day of each calendar month shall be applied by Secured Party on the first day of the next succeeding calendar

month as follows (with any balance remaining after such application to be paid to Debtor):

A. First, to the payment to Secured Party of all unreimbursed expenses incurred by Secured Party pursuant hereto or otherwise, and any part of the Obligations not evidenced by written instrument, including all fees, charges and penalties due Secured Party;

B. Second, to the payment of all interest accrued on the Obligations; and

C. Third, to the payment or prepayment of the principal of the Obligations in the inverse order of approaching maturities;

provided however, that if any date of application specified above (herein called a "regular application date"), shall be a Saturday, Sunday or holiday on which Secured Party is authorized by law to close, the proceeds to be applied by Secured Party pursuant to this Section 3.2 shall be applied on the business day next succeeding such regular application date which is not a Saturday, Sunday or holiday on which Secured Party is authorized by law to close, and the amount to be applied as described above shall be the amount accrued up to the regular application date. If the proceeds received by Secured Party pursuant to Section 3.1 during any month are not sufficient to make the minimum required payments of principal and interest of the Obligations, then Debtor, on or before the due date, shall make payment to Secured Party of an amount sufficient when added to such proceeds received to make the minimum required payments of principal and interest of the Obligations.

Section 3.3 Upon any sale of any of the Collateral pursuant to Article V, the Hydrocarbons thereafter produced from or attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article.

Section 3.4 Secured Party is hereby absolved from all liability for failure to enforce collection of any such proceeds and from all other responsibility in connection therewith, except the responsibility to account to Debtor for proceeds actually received.

Section 3.5 Debtor shall indemnify Secured Party against all claims, actions, liabilities, judgments, costs, attorneys' fees or other charges of every kind or nature (herein called "Claims") made against or incurred by Secured Party as a consequence of the assertion, either before or after the payment in full of the Obligations, that Secured Party received Hydrocarbons or proceeds pursuant to this Article which were claimed by third persons. Secured Party shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Secured Party shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Secured Party all such amounts as may be paid in respect thereof or as may be successfully adjudicated against Secured Party. The liabilities of Debtor as set forth in this Section shall survive the termination of this instrument.

Section 3.6 Secured Party shall have the immediate and continuing right to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and Secured Party is hereby appointed agent and attorney-in-

fact of Debtor for the purpose of executing any release, receipt, division order, transfer order, relinquishment or other instrument that Secured Party deems necessary in order for Secured Party to collect and receive such production, proceeds and payments. In addition, Debtor agrees that upon Secured Party's request it will promptly execute and deliver to Secured Party such transfer orders, payment orders, division orders and other instruments as Secured Party may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Secured Party of all proceeds, production, and payments assigned hereunder. Debtor hereby authorizes and directs that, upon the request of Secured Party, all pipeline companies, purchasers, transporters and other parties now or hereafter purchasing oil, gas or other mineral production produced from or allocated to the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests included in the Collateral, or any part thereof, or now or hereafter having in their possession or control any production from or allocated to the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests included in the Collateral, or any part thereof, or the proceeds therefrom, or now or hereafter otherwise owing monies to Debtor under contracts herein assigned, shall, until Secured Party directs otherwise, pay and deliver such proceeds, production or amounts directly to Secured Party at Secured Party's address set forth in the introduction to this instrument, or in such other manner as Secured Party may direct such parties in writing, and this authorization shall continue until this instrument is released. Debtor agrees that all division orders, transfer orders, receipts and other instruments that Secured Party may from time to time execute and deliver for the purpose of collecting and receipting for such proceeds, production or payments may be relied upon in all respects, and that the same shall be binding upon Debtor and its successors and assigns. No Payor making payments to Secured Party at its request under the assignment contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to Secured Party under such assignments shall be released thereby from any and all liability to Debtor to the full extent and amount of all payments, production or proceeds so delivered. Debtor agrees to indemnify and hold harmless any and all parties making payments to Secured Party, at Secured Party's request under the assignment contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to Secured Party. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons. Should Secured Party bring suit against any third party for collection of any amounts or sums included within this assignment (and Secured Party shall have the right to bring any such suit), it may sue either in its own name or in the name of Debtor, or both.

Section 3.7 Should any purchaser taking the production from the Interests or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Land or to any of said estates, property rights or other interests included in the Collateral, or any part thereof, fail to make any payment promptly to Secured Party, in accordance with this assignment, then Secured Party, to the fullest extent permissible under applicable law, shall have the right to demand a change of connection and to designate another purchaser with whom a new connection may be made,

without any liability on the part of Secured Party in making such selection, so long as ordinary care is used in the making thereof; and failure of Debtor to consent to and promptly effect such change of connection shall constitute an Event of Default, as defined in Article V below.

Section 3.8 Nothing in this instrument shall be deemed or construed to create a delegation to or assumption by Secured Party, of the duties and obligations of Debtor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to Debtor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of Debtor thereunder, notwithstanding the assignment of production and proceeds herein made or the exercise by Secured Party, prior to foreclosure, of any of its rights hereunder or under applicable law.

Section 3.9 The assignment of production and proceeds herein made shall not be construed to limit in any way Secured Party's other rights hereunder, including without limitation its right to accelerate the indebtedness evidenced by the Obligations upon an Event of Default. Monies received under the assignments herein made shall not be deemed to have been applied in payment of Obligations unless and until such monies actually are applied thereto by Secured Party.

ARTICLE IV

Termination

If all of the Obligations of Debtor shall be paid or performed in full pursuant to the terms and conditions of this Instrument and the instruments evidencing the Obligations, then Secured Party shall, promptly after the request of Debtor, execute, acknowledge and deliver to Debtor proper instruments evidencing the termination of this Instrument. Debtor shall pay all legal fees and other expenses incurred by Secured Party for preparing and reviewing such instruments of termination and the execution and delivery thereof, and Secured Party may require payment of the same prior to delivery of such instruments. Otherwise, this Instrument shall remain and continue in full force and effect.

ARTICLE V

Default

Section 5.1 The occurrence of any of the following events ("Events of Default") shall, automatically (as to any Event of Default described in D or F below), and at the option of Secured Party (as to any other Event of Default), terminate any and all obligations of Secured Party to extend any credit to Debtor and make all sums of principal and interest then remaining unpaid on the Obligations and all other amounts secured hereby immediately due and payable, all without demand, presentment or notice, all of which are hereby expressly waived, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law:

A. Failure to pay any fee due Secured Party or any installment of principal of or interest on the Obligations when due;

B. Failure of Debtor to perform or observe any term, condition or provision deemed material by Secured Party and contained in this instrument, in any document or agreement executed by Debtor in connection with this instrument or in any other agreement now or hereafter existing between Debtor and Secured Party;

C. Any of Debtor's representations or warranties made herein or any statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any respect deemed material by Secured Party;

D. Debtor shall become insolvent; or admit in writing its inability to pay its debts as they mature; or make an assignment for the benefit of creditors; or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business; or such a receiver or trustee otherwise shall be appointed and shall not be discharged within 30 days after such appointment;

E. Any money judgment, writ or warrant of attachment, or similar process shall be entered or filed against Debtor or any of its assets and shall remain unvacated, unbonded or unstayed for a period of 30 days or in any event later than five days prior to the date of any proposed sale thereunder;

F. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by Debtor; or any such proceedings shall be instituted against Debtor and shall not have been dismissed within 30 days; or any order, judgment or decree shall be entered against Debtor decreeing its dissolution or division;

G. Any material adverse change shall occur as to Debtor, Debtor's business or the Collateral;

H. Debtor shall purchase or otherwise acquire the assets or business of any person or other entity, except in the ordinary and normal course of its business as now conducted; or liquidate, dissolve, merge or consolidate; or sell any part of its assets deemed material by Secured Party; or sell, lease, assign or transfer any part of its business or fixed assets deemed material by Secured Party, or any property or other assets necessary for the continuation of its business as now conducted, including without limitation the selling of any property or other asset accompanied by the leasing back of the same; or

I. Any event of default shall occur as to any other agreement now or hereafter existing relating to the extension of credit to Debtor by Secured Party or any third party.

Section 5.2 Upon the occurrence of any of the Events of Default, or at any time thereafter, unless otherwise permitted by applicable law, Secured Party may elect to treat the fixtures included in the Collateral either as real property or as personal property, but not as both, and proceed to exercise such rights as apply to the type of property selected.

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Section 5.3 Upon the occurrence of any of the Events of Default, and at all times thereafter, in addition to all other rights and remedies herein conferred, Secured Party shall have all of the rights and remedies of a mortgagee granted by applicable law, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the real property included in the Collateral or any part thereof, to exclude Debtor therefrom, to hold, use, operate, manage and control such real property, to make all such repairs, replacements, alterations, additions and improvements to the same as Secured Party may deem proper, to sell all of the severed and extracted Hydrocarbons included in the same subject to the provisions of Article III, to demand, collect and retain all other earnings, proceeds and other sums due or to become due with respect to such real property, accounting for and applying to the payment of the Obligations only the net earnings arising therefrom after charging against the receipts therefrom all costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at an annual rate which equals the sum of the Prime Rate plus 5 percentage points per year, as fully and effectually as if Secured Party were the absolute owner of such real property and without any liability to Debtor in connection therewith.

Section 5.4 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party, in lieu of or in addition to exercising any other power hereby granted, may, without notice, demand or declaration of default, which are hereby waived by Debtor, proceed by an action or actions in equity or at law for the seizure and sale of the real property included in the Collateral or any part thereof, for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the foreclosure or sale of such real property or any part thereof under the judgment or decree of any court of competent jurisdiction, for the appointment of a receiver pending any foreclosure hereunder or the sale of such real property or any part thereof or for the enforcement of any other appropriate equitable or legal remedy.

Section 5.5 Upon the occurrence of any of the Events of Default, or at any time thereafter, in addition to all other rights and remedies herein conferred, Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including the Uniform Commercial Code, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral, and for that purpose Secured Party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Secured Party may require Debtor to assemble such personal property and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. If notice is required by applicable law, five days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be reasonable notice to Debtor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market. If Secured Party in good faith believes that the Securities Act of 1933 or any other State or Federal law prohibits or restricts the customary manner of sale or distribution of any of such property, Secured Party may sell such property privately or in any other manner deemed advisable by Secured

Party at such price or prices as Secured Party determines in the sole discretion of Secured Party. Debtor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Secured Party may result in a lower sales price than if the sale were otherwise held.

Section 5.6 Upon the occurrence of any of the Events of Default, or at any time thereafter, Secured Party may, subject to any mandatory requirements of applicable law, sell or have sold the real property included in the Collateral or any part thereof at one or more sales, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as Secured Party may deem appropriate. Secured Party shall make a conveyance to the purchaser or purchasers thereof, and Debtor shall warrant title thereto to such purchaser or purchasers. Secured Party may postpone the sale of such real property or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of such real property will not exhaust the power of sale, and sales may be made from time to time until all such real property is sold or the Obligations are paid in full. It shall not be necessary for any of the Collateral at any such sale to be physically present or constructively in the possession of Secured Party, and Debtor shall deliver all of the Collateral to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to take actual delivery of the Collateral, then the title and right of possession to the Collateral shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

Section 5.7 Secured Party shall have the right to become the purchaser at any sale made pursuant to the provisions of this Article V and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale. Recitals contained in any conveyance to any purchaser at any sale made hereunder will conclusively establish the truth and accuracy of the matters therein stated, including without limitation nonpayment of the Obligations and advertisement and conduct of such sale in the manner provided herein. Debtor does hereby ratify and confirm all legal acts that Secured Party may do in carrying out the provisions of this instrument.

Section 5.8 Any sale of the Collateral or any part thereof pursuant to the provisions of this Article V will operate to divest all right, title, interest, claim and demand of Debtor in and to the property sold and will be a perpetual bar against Debtor. Nevertheless, if requested by Secured Party so to do, Debtor shall join in the execution, acknowledgement and delivery of all proper conveyances, assignments and transfers of the property so sold. Any purchaser at a foreclosure sale will receive immediate possession of the property purchased, and Debtor agrees that if Debtor retains possession of the property or any part thereof subsequent to such sale, Debtor will be considered a tenant at sufferance of the purchaser, and will, if Debtor remains in possession after demand to remove, be guilty of forceful detainer and will be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages to Debtor by reason thereof are hereby expressly waived by Debtor.

Section 5.9 Subject to any mandatory requirements of applicable law, Debtor agrees that Debtor shall not at any time have or assert any right, under any law pertaining to the marshalling of assets, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, valuation, stay, extension or redemption now or hereafter in force, in order to prevent or hinder the rights of Secured Party or any purchaser of the Collateral or any part thereof under this instrument, and Debtor, to the extent permitted by applicable law, hereby waives the benefit of all such laws. Appraisement of real property included in the Collateral and located in the State of Oklahoma may be waived at the option of Secured Party, which option shall be exercised prior to or at the time the judgment is rendered in any foreclosure proceeding. Pursuant to Section 39-5-19, New Mexico Statutes Annotated (1978 Comp.) Debtor agrees that as to such property located in the State of New Mexico, the redemption period will be shortened to one month. Debtor, to the extent permitted by applicable law, hereby waives the provisions of Section 89-1-55 of the Mississippi Code (1978), insofar as such provisions restrict the right of Secured Party to have sold more than 160 acres at a time, and Secured Party may offer the Collateral as a whole regardless of the manner in which it may be described.

Section 5.10 All costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in protecting and enforcing its rights hereunder, shall be a demand obligation of Debtor to Secured Party and shall bear interest at an annual rate which is 5 percentage points greater than the Prime Rate, all of which shall be part of the Obligations.

Section 5.11 The proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as follows:

A. First, to the payment of all costs and expenses incident to the enforcement of this instrument, including, but not limited to, a reasonable compensation to the agents, attorneys and counsel of Secured Party;

B. Second, to the payment or prepayment of the Obligations; and

C. Third, the remainder, if any, shall be paid to Debtor; provided, however, Debtor shall remain liable to Secured Party for any deficiency in the Obligations remaining after any such sale.

Section 5.12 Upon any sale made under the powers of sale herein granted and conferred, the receipt of Secured Party will be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof will not, after paying such purchase money and receiving such receipt of Secured Party be obligated to see to the application thereof or be in any way answerable for any loss, misapplication or non-application thereof.

ARTICLE VI

Special Mortgage of Property in Louisiana

Section 6.1 The parties to this Instrument appeared before the undersigned notary public and the two witnesses executing this Instrument on the date set forth in the acknowledgments hereto, but effective as of the date first set forth above.

Section 6.2 It is hereby agreed that, insofar as the portions of the Collateral situated in the State of Louisiana are concerned, or as to which the laws of the State of Louisiana are applicable as a matter of federal law, the provisions of this Article VII shall apply thereto (and to no other portion of the Collateral), and that, as to such property, general language of conveyance to Secured Party in this Instrument is intended and shall be construed as words of mortgage, pledge, and hypothecation and not of conveyance, and this Instrument shall be considered as an Act of Mortgage and Pledge and Assignment of Production under the laws of the State of Louisiana by Debtor in favor of Secured Party, including any present or future holder or holders of the Note. Whenever the terms "mortgage" and "pledge" appear herein such terms shall be construed to entitle the holder of any Note, without limitation, to all of the rights provided for in La. R.S. 9:4301-4304 and La. R.S. 31:197 et seq.

Section 6.3 In order to secure full and punctual payment of the Note at maturity, or when otherwise due hereunder, or as the same may be extended, and any and all of its other obligations secured by this Instrument, Debtor does, by these presents, mortgage, pledge and specially hypothecate in favor of all present and future holders of the Note, represented herein by Secured Party, such portion of the Collateral as is situated in the State of Louisiana or as to which the laws of the State of Louisiana are applicable as a matter of federal law.

Section 6.4 Debtor hereby confesses judgment in favor of Secured Party and any present or future holder or holders of the Note up to the full amount of principal thereof and interest thereon, together with all costs, charges, expenses, taxes, assessments, fees and other amounts payable by Debtor in accordance with the terms hereof, and does by these presents consent and agree and stipulate that, upon the occurrence of an Event of Default, Secured Party in accordance with the terms of the Credit Agreement may, at the option of Secured Party, without making demand and without notice or putting in default, the same being hereby expressly waived, cause all and singular the property of Debtor herein mortgaged to be seized and sold by executory process issued by any competent court, or to proceed with the enforcement of this Instrument in any manner prescribed by law, Debtor hereby waiving the benefit of any laws or parts of laws relating to the appraisement of the property seized and sold under executory process or other legal process, and consenting that the Collateral be sold without appraisement to the highest bidder for cash.

Section 6.5 Debtor agrees that its interest in the Collateral shall remain mortgaged, hypothecated and pledged until full and final payment of the principal of and interest on the Note and any and all other amounts owing by Debtor and secured by this Instrument; and Debtor further agrees and binds itself, its successors and assigns, not to sell, alienate or encumber the Collateral or any part thereof to the prejudice of this Instrument.

Section 6.6 Anything in this Instrument to the contrary notwithstanding, the amount of the Obligations in addition to those set forth in Section 1.1.A which may be secured by that portion of the Collateral situated within or offshore the State of Louisiana shall in no event exceed 25% of the original aggregate principal amount of the Note.

Section 6.7 For the purposes of identification of the Notes according to Louisiana law, the Note has been paraphed "Ne Varietur" for identification with this Instrument by the undersigned Notary Public.

Section 6.8 To the extent allowed by law, Debtor hereby waives: (i) the benefit of appraisement as provided in Article 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (ii) the demand and three days' delay accorded by Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure required by Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three days' delay provided by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; (v) the benefit of the other provisions of Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure; and (vi) any other articles not specifically mentioned above. The parties hereto expressly waive the production of mortgage certificates and hereby release and hold the Notary Pubic whose name is hereunder signed harmless for and by reason of the nonproduction and non-annexation thereof to this Instrument.

Section 6.9 The parties hereto agree that the Note may be transferred without the necessity for a notarial act of transfer thereof, and that any such transfer shall carry with it into the hands of any future holder of the Note full and entire subrogation of title in and to the Note and to any and all rights and privileges under this Instrument herein granted to or for the benefit of Secured Party, as holder of the Note.

Section 6.10 Atached hereto as Annex I and made a part hereof is a certified copy of the resolution of the board of directors of Debtor, duly passed in accordance with Colorado law, as applicable, and pursuant to which this Instrument has been executed on behalf of Debtor.

Section 6.11 Attached hereto as Annex II and made a part hereof is a copy of the Note.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Each and every right, power and remedy hereby granted to Secured Party shall be cumulative and not exclusive, and each and every right, power and remedy whether specifically hereby granted or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Secured Party and the exercise of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Secured Party in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing. Any and all covenants of Debtor in this Instrument may from time to time, by instrument in writing signed by Secured Party, be waived to such extent and in such

manner as Secured Party may desire, but no such waiver will ever affect or impair the rights of Secured Party hereunder, except to the extent specifically stated in such written instrument. All changes to and modifications of this Instrument must be in writing and signed by Debtor and Secured Party.

Section 7.2 No release from the lien or encumbrance of this Instrument of any part of the Collateral by Secured Party shall in any way alter, vary or diminish the force, effect or lien of this Instrument on the balance of the Collateral.

Section 7.3 If any provision hereof or of any of the other documents constituting, evidencing or creating all or any part of the Obligations is invalid or unenforceable in any jurisdiction, the other provisions hereof or of said documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof will be liberally construed in favor of Secured Party in order to carry out the provisions hereof and of such other documents. The invalidity of any provision of this Instrument in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Collateral is situated will be deemed inapplicable to, and not used in, the interpretation hereof.

Section 7.4 This Instrument is made with full substitution and subrogation of Secured Party in and to all covenants and warranties by others heretofore given or made in respect of the Collateral or any part thereof.

Section 7.5 This Instrument will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof, as is appropriate under applicable state law. A carbon, photographic or other reproduction of this Instrument or any financing statement in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 7.6 All interest required hereunder and under the Obligations shall be calculated on the basis of a year of 360 days. Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Debtor shall be required to pay only such maximum legal rate. All agreements between Debtor and Secured Party are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Debtor for the use, forbearance, or detention of the money due under the Note secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances Secured Party should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note secured hereby and not to the payment of interest.

Section 7.7 Insofar as permitted by otherwise applicable law, this Instrument and the Obligations shall be construed under and governed by the laws of the State of Colorado (including, without limitation, choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Collateral located outside of the State of Colorado, the laws of the place in which such property is located (or, in the case of property located on the Outer Continental Shelf, applicable federal law (and state law made applicable as a matter of federal law)) shall apply to the extent, and only to the extent, necessary to permit Secured Party to enforce or realize upon its rights and remedies hereunder with respect to such property; and provided, further, that as to any of the Collateral located in the State of Louisiana or to which the laws of the State of Louisiana are applicable as a matter of federal law, this Instrument shall be construed under and governed by the laws of the State of Louisiana.

Section 7.8 This Instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain counterparts Annex I, Annex II and the parts of Exhibit "A" hereto containing specific descriptions of certain Interests which relate to land under the jurisdiction of offices or located in counties or parishes other than the office or county or parish in which the particular counterpart is to be filed or recorded. As to the counterparts to be filed in certain states, the signatures and acknowledgments by Secured Party may be omitted if not required by applicable law. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 7.9 Unless otherwise specified in Exhibit "A" hereto, all recording references in Exhibit "A" hereto are to the official real property records of the county or parish in which the affected land is located. The references in Exhibit "A" hereto to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

Section 7.10 All deliveries hereunder shall be deemed to have been duly made if actually delivered or if mailed by registered or certified mail, postage prepaid, addressed as set forth above. Any party may, by written notice so delivered to the others, change the address to which delivery shall thereafter be made.

Section 7.11 This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and of Secured Party, including, without limitation, any and all other banks, lending institutions and parties which may participate in the indebtedness evidenced by the Obligations or any of them. Notwithstanding any other provision contained herein, if any property interest granted by this Instrument does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than 20 years and 364 days after the death of the last surviving descendant of George Bush, current President of the United States, who is alive on the execution and delivery of this Instrument. As used herein, the term "person" shall mean individual, corporation, partnership, joint venture, agency or other form of entity or association.

Section 7.12 Some of the above goods are or are to become fixtures on the Land. The above described minerals or other substances of value which may be extracted from the

earth (including without limitation oil and gas), and the accounts relating thereto will be financed at the wellhead of the well or wells located on the Land. This Instrument is to be filed for record in, among other places, the real estate records of each county and each parish in which the affected real estate is located; to wit, all of those listed in Exhibit "A." Each Debtor is the owner of a record interest in a portion of the real estate concerned. The mailing address of Debtor and the address of Secured Party from which information concerning the security interest may be obtained are as set forth above.

Section 7.13 Secured Party shall be entitled to enforce payment of any indebtedness and performance of any other of the Obligations secured hereby and to exercise all rights and powers under this Instrument or under any other instrument or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of said indebtedness and other Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner affect Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, it being agreed that Secured Party shall be entitled to enforce this Instrument and any other security now or hereafter held by Secured Party in such order and manner as it may in its absolute discretion determine.

Section 7.14 Debtor hereby designates Secured Party as its attorney-in-fact and grants to Secured Party upon the occurrence of any Event of Default hereunder appropriate powers of attorney to act for and on behalf of Debtor with the Department of Interior and all other agencies, departments and subdivisions of the United States of America and of all states, in all transactions relating to the Collateral or any part thereof. Debtor hereby authorizes and directs all such agencies, departments and subdivisions to rely upon any writing from Secured Party asserting that an Event of Default hereunder has occurred, without inquiry into whether or not such Event of Default actually has occurred, and Debtor agrees that the exercising by Secured Party of such powers of attorney may be relied upon in all respects and, as between Debtor and such agency, department or subdivision, shall be binding upon Debtor.

Section 7.15 Debtor hereby requests that a copy of any notice of sale hereunder be mailed to it at the address of Debtor first set forth above.

IN WITNESS WHEREOF, Debtor has (or, as appropriate, Debtor and Secured Party have) on the date set forth in the acknowledgments hereto, effective as of the date and time first above written, caused this Instrument to be duly executed before me, the undersigned Notary Public in and for the City and County of Denver, State of Colorado, in the presence of the undersigned competent witnesses, after due reading of the whole.

DEBTOR:

TPEX EXPLORATION, INC.

ATTEST:

By:

(SEAL)

SECURED PARTY:

VICTORIA EXPLORATION, INC.

ATTEST:

By:
Lynnette M. Carpenter,
Assistant Secretary

Timothy L. Hoops,
Vice President

(SEAL)

WITNESSES TO ALL SIGNATURES:

David G. Stolfa
David G. Stolfa

K. W. Roth
Kingsley W. Roth

Lansing A. Wallace

(SEAL)

Notary Public in and for the State of Colorado, City and County of Denver

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Louisiana Form)

Be it remembered that I, Lansing A. Wallace, a Notary Public duly qualified, commissioned, sworn and acting in the aforementioned County and State, hereby certify that on this 1st day of June, 1992, before me personally appeared Timothy L. Hoops and Lynnette M. Carpenter, the Vice President and Assistant Secretary, respectively, of VICTORIA EXPLORATION, INC., a Colorado corporation, each of whom being duly sworn did say that they are the designated officer of the corporation set forth opposite their name, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said corporation, and each acknowledged the instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

(Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 1st day of June, 1992, by Timothy L. Hoops and Lynnette M. Carpenter, the Vice President and Assistant Secretary, respectively, of VICTORIA EXPLORATION, INC., a Colorado corporation, on behalf of said corporation.
Witness my hand and official seal.

Notary Public: Lansing A. Wallace

Printed Name: Lansing A. Wallace

My Commission Expires: 9-30-95

(SEAL)

Exhibit

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Louisiana Form)

Be it remembered that I, Lansing A. Wallace, a Notary Public duly qualified, commissioned, sworn and acting in the aforementioned County and State, hereby certify that on this 1st day of June, 1992, before me personally appeared T. Scott Martin and Elizabeth M. Licht, the President and Secretary, respectively, of TPEX EXPLORATION, INC., a Colorado corporation, each of whom being duly sworn did say that they are the designated officer of the corporation set forth opposite their name, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said corporation, and each acknowledged the instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

(Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this 1st day of June, 1992, by T. Scott Martin and Elizabeth M. Licht, the President and Secretary, respectively, of TPEX EXPLORATION, INC., a Colorado corporation, on behalf of said corporation.
Witness my hand and official seal.

Notary Public: Lansing A. Wallace

Printed Name: Lansing A. Wallace

My Commission Expires: 4-30-95

(SEAL)

PREAMBLE TO

EXHIBIT "A"

1. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit "A" and any unit agreements, pooling agreements, communitization agreements or other similar agreements to which the Interests (as defined in the Instrument to which this Exhibit "A" is attached) are subject. To the extent that the land descriptions in this Exhibit "A" are incomplete, incorrect or not legally sufficient, the land descriptions contained in said documents are incorporated herein by this reference.

2. References in Exhibit "A" to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county or counties (or parish or parishes) in which the Interests are located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

3. As used in this Exhibit "A", "ORR" means overriding royalty, "BPO" means before payout and "APO" means after payout. Where BPO and APO are used, reference is made to the agreement wherein such rights are created and to which reference must be made as to the meaning of "payout".

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ANNEX I

SECRETARY'S CERTIFICATE

I, Elizabeth M. Licht, certify as follows:

1. I am the Secretary of TPEX EXPLORATION, INC., a Colorado corporation (the "Company").

2. The following is a true and complete copy of resolutions which were duly and properly adopted by the Board of Directors of the Company pursuant to Colorado law and which remain in full force and effect as of the date hereof:

WHEREAS, the Company desires to enter into an ~~loan~~ agreement (the "Loan Agreement") with Victoria Exploration, Inc. (the "Secured Party"), pursuant to which the Secured Party will loan money to the Company;

WHEREAS, pursuant to the Loan Agreement, the Company will execute ~~a~~ two promissory note~~s~~ (the "Note~~s~~") to the order of the Secured Party in the maximum principal amount of $ 1,600,000 ;

WHEREAS, the indebtedness under the Loan Agreement shall be secured by liens and security interests on certain oil and gas properties and related assets of the Company;

RESOLVED, that the President or any of the Vice Presidents of the Company is hereby authorized to execute, acknowledge and deliver to the appropriate parties on behalf of and in the name of the Company, the Loan Agreement, the Note and such deeds of trust, mortgages, pledges, collateral mortgages, financing statements, security instruments, assignments of production and proceeds, letter agreements and guaranties as requested by the Secured Party, and any and all amendment to, substitutes for or extensions or renewals of any or all of the foregoing (any such documents being authorized to contain confessions of judgment, waivers of delay and appraisement, consents to executory process and such other clauses as may be usual or customary in the states where any of the collateral covered thereby is located);

FURTHER RESOLVED, that the President or any of the Vice Presidents of the Company is hereby authorized to perform all such acts and things, to execute, acknowledge and deliver all such instruments, and to take all such other steps, on behalf of and in the name of the Company, as may be necessary, advisable or convenient and proper to carry out the intent of the foregoing resolutions, and the other documents described or referred to above and any and all amendments thereto, substitutes therefor or extensions or renewals thereof.

WITNESS my hand and official seal of the Company as of this 27 day of JUNE, 1992.

Elizabeth M. Licht
Secretary

(SEAL)

"Ne Varietur"

For identification with a Promissory Note passed before me this 1st day of June, 1992, from Tpex Exploration, Inc.

Lanning A. Wallace

Notary Public in and for the State of Colorado, City and County of Denver

Address: 1401 17th St. #1100

Denver Co 80202

My Commission Expires: 9-30-95

(SEAL)

ANNEX II

PROMISSORY NOTE

$1,000,000.00 January 1, 1992

FOR VALUE RECEIVED, the undersigned, TPEX Exploration, Inc., a Colorado corporation (referred to herein as "Maker"), hereby promises to pay to the order of Victoria Exploration, Inc., its successors and assigns ("Payee") at 999 18th Street, Suite 1100, Denver, Colorado 80202 or at such other place as the holder hereof may from time to time designate in writing, the principal sum of One Million and No Hundredths Dollars ($1,000,000.00), with interest on the unpaid principal balance from January 1, 1992, until paid, at a floating rate equal to the prime rate announced by Norwest Bank Denver, N.A. on the first business day of every month that there is a principal balance owed on the Note, with interest payable quarterly (March 31, June 30, September 30 and December 31) beginning March 31, 1992. Such payments shall continue until the entire indebtedness evidenced by the Promissory Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on December 31, 1994.

Payments received for application to this Promissory Note shall be applied first to the payment of accrued interest and the balance applied in reduction of the principal amount hereof.

Maker shall have the right to prepay the principal amount and any accrued interest in part or in full, without penalty, on this Promissory Note at any time or times. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.

If any payment required by this Promissory Note is not paid or in the event of a breach of any representation, warranty or covenant or Maker under that certain Purchase and Sale Agreement dated as of the 22nd day of May, 1992 by and among Maker and Payee ("Agreement") or under any agreement or instrument executed in connection therewith or as a part thereof, and the continuation of such failure to pay or breach for a period of ten (10) days of the giving of written notice (by certified or registered mail or by hand delivery) of such failure or breach by Payee to Maker, this Promissory Note shall be considered to be in default and the entire unpaid principal sum hereof, shall at the option of the holder hereof, by notice to Maker, become immediately due and payable in full. After maturity or in the event that this Promissory Note shall be in default at any time, notwithstanding any of the provisions hereof, the principal amount outstanding shall bear interest from and after maturity or such date as this Promissory Note shall first be in default, at a default rate equal to the lesser of: (i) three percent (3%) above the prime rate quoted and

[redacted] [redacted] [redacted]

in effect from time to time at Norwest Bank Denver, N.A., Denver, Colorado, or (ii) the highest rate permitted by law.

In the event of default and the placement of this Promissory Note in the hands of an attorney for collection, Maker agrees to pay all collection costs and expenses, including reasonable attorneys' fees.

This Promissory Note is being delivered pursuant and subject to the terms and provisions of the Agreement, is payable in accordance with the terms and provisions of the Agreement, and entitles the holder hereof to all rights and remedies afforded Payee pursuant to the Agreement and all agreements and instruments executed in connection therewith and as a part thereof. This Promissory Note is delivered as a part of a business transaction and not in connection with a consumer purchase. This Promissory Note is secured by a Mortgage, Security Agreement, Assignment of Production and Proceeds and Financing Statement of even date herewith.

The Maker and all endorsers, guarantors and all persons liable or to become liable on this Promissory Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Promissory Note, and agree that at any time and from time to time without notice, the terms of the payment herein may be modified, changed or exchanged by agreement between the holder hereof and Maker or any successor in title to Maker without in any wise effecting the liability of any party to this instrument or any person liable or to become liable with respect to any indebtedness evidenced hereby. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. A waiver on one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

Any notice to Maker provided for in this Promissory Note shall be in writing and shall be given and be effective upon (1) personal delivery to Maker, or (2) receipt of such notice by certified mail, return receipt requested, addressed to Maker at the Maker's address stated below, or to such other address as Maker may designate by notice to Payee. Any notice to Payee shall be in writing and shall be given and be effective upon (1) personal delivery to Payee, or (2) by mailing such notice by certified mail, return receipt requested, to the Payee at the address stated in the first paragraph of this Promissory Note, or to such other address as Payee may designate by notice to Maker.

The validity and construction of this Promissory Note and all matters pertaining hereto are to be determined in accordance with the laws of the State of Colorado. Maker and all endorsers, guarantors and other persons liable or to become liable hereunder

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agree that in the event of default, this Promissory Note may be enforced in any court of competent jurisdiction in the State of Colorado, and all such persons do hereby submit to the jurisdiction of such court regardless of their residence or where this Promissory Note or any endorsement or guarantee hereof may be executed.

IN WITNESS WHEREOF, Maker has executed this Promissory Note effective as of the date first hereinabove set forth.

TPEX EXPLORATION, INC.,
a Colorado corporation

By: _____
T. Scott Martin, President
1675 Larimer Street, Suite 440
Denver, Colorado 80202

"NE VARIETUR"
For identification with a Mortgage, Security Agreement, Assignment of Production and Proceeds and Financing Statement passed before me this 1st day of June, 1992 from TPEX EXPLORATION, INC. to VICTORIA EXPLORATION, INC.

_____
Lansing A. Wallace
Notary Public in and for
the State of Colorado, City
and County of Denver
My commission expires: 9-30-95

(SEAL)

[redacted] [redacted] [redacted] 6/1/92

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS WITH RESPECT TO THE SECURITIES OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IF SUCH AN OPINION IS REQUESTED BY THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT.

TPEX EXPLORATION, INC.
CONVERTIBLE NOTE DUE 1998

$600,000.00 January 1, 1992

TPEX Exploration, Inc., a Colorado corporation (the "Company"), for value received, hereby promises to pay to the order of Victoria Exploration Inc., a Colorado corporation, or its registered assigns (the "Holder"), the principal sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($600,000.00) on December 31, 1998 together with interest on the unpaid principal balance from January 1, 1992, until paid, at a floating rate equal to the prime rate announced by Norwest Bank Denver, N.A. on the first business day of every month that there is a principal balance owed on the Note, with interest payable quarterly (March 31, June 30, September 30, and December 31) beginning March 31, 1992. Such payments shall continue until the entire indebtedness evidenced by the Promissory Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on December 31, 1998.

This Note is issued pursuant to the Purchase and Sale Agreement, dated effective as of the date hereof, between the Company and Holder herein and is entitled to the benefits and subject to the conditions and obligations thereof.

Section 1. Payment. All payments made in accordance with this Note in respect of principal or interest are to be made in United States dollars at the address of the Holder as specified pursuant to Subsection 7.4 hereof, or at such other location as the Holder may designate from time to time by written notice to the Company. If any payment of principal or interest on this Note shall become due on a day which is not a business day, such payment shall be made on the next succeeding business day and such extension of time shall in such case be included in computing interest in connection with such payment.

Section 2. Prepayment.

2.1 Right to Prepay. Upon notice given as provided in Subsection 2.2, the Company, at its option, may at any time prepay this Note in whole, or in part, without penalty or premium, by paying the Holder the unpaid principal amount of this Note specified in the notice provided for in Section 2.2, together with any unpaid interest accrued thereon to the date fixed for such prepayment.

2.2 Notice of Prepayment. The Company shall call this Note for prepayment pursuant to Subsection 2.1 by giving written notice thereof to the Holder, which notice shall be given not less than 30 nor more than 60 days prior to the date fixed for such prepayment in such notice and shall contain a statement as to the amount called for prepayment and to the effect that such prepayment is being effected in accordance with the provisions of Subsection 2.1. After the Company has given notice of prepayment in accordance with this Subsection 2.2, the entire unpaid principal amount of the Note, or if the Note is to be prepaid in part, such portion of the Note as has been designated in the notice of prepayment to be prepaid, together with any unpaid interest accrued thereon to such date fixed for prepayment, shall become due and payable on the date fixed for prepayment.

2.3 Conversion after Notice of Prepayment. After the Company has given notice of prepayment in accordance with Subsection 2.2, the Holder shall continue to be able to exercise its right to convert this Note into fully paid and nonassessable shares of Common Stock (as hereinafter defined) in accordance with Section 5. The Holder may exercise such right by delivering the Conversion Notice (as hereinafter defined) to the Company until the close of business on the 20th day after the Holder receives a notice of prepayment given in accordance with Subsection 2.2; provided, however, if on the date fixed for prepayment, the Company does not pay the entire principal amount designated for prepayment, together with all unpaid interest accrued thereon, the Holder may exercise its right of conversation commencing on the day immediately following such date fixed for payment until such amounts are paid in full.

Section 3. Computation of Interest. Interest on this Note shall be computed on a rate per annum based on a year of 365 days or 366 days, as the case may be, and for the actual number of days (including the first but excluding the last day) elapsed.

Section 4. Events of Default.

4.1 Remedies. If any Event of Default described in Subsection 4.2 shall occur and be continuing, this Note and interest accrued herein and all liabilities of the Company thereunder shall thereupon become and be immediately due and

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payable without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind to the Company, all of which are hereby waived.

4.2 Events of Default. The following shall be Events of Default under this Note:

(a) Failure to Pay Principal or Interest. The Company fails to pay or prepay when due any principal or interest on this Note, which failure is not cured by payment within ten (10) days of the original due date together with interest accrued since the due date until the actual payment date; or

(b) Assignment for Benefit of Creditors or Nonpayment of Debts. The Company makes an assignment for the benefit of creditors; or

(c) Voluntary Bankruptcy. The Company petitions or applies to any tribunal for, or consents to the appointment of or taking possession by, a trustee, receiver, custodian, liquidator or similar official, for it or for any substantial part of its assets or commences any proceedings relating to it under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction or takes corporate action authorizing any of the foregoing; or

(d) Involuntary Bankruptcy. Any petition or application of the type referred to in paragraph (c) above is filed, or any such proceedings are commenced, against the Company and the Company by any act indicates its approval thereof, consent thereto or acquiescence therein, or any order for relief is entered in an involuntary case under any Federal or state bankruptcy, insolvency, reorganization or similar law, or any order, judgment or decree is entered appointing a trustee, receiver, custodian, liquidator or similar official or adjudicating the Company bankrupt or insolvent, or approving the petition in any such proceedings, and such order, judgment or decree remains in effect for 30 days; or

(e) Dissolution. Any order is entered in any proceeding against the Company decreeing the dissolution or split-up of the Company and such order remains unstayed and in effect for 30 days; or

(f) Noncompliance with Agreements. A default in the due and punctual performance of or compliance with, or breach, of any material covenant or agreement of the Company to be performed hereunder or under the Purchase and Sale Agreement and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Company by the Holder of this Note a written notice specifying such default or breach and requiring it to be remedied; or

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(g) The Company takes any action, or suffers others to take any action, which would remove or replace any Directors appointed pursuant to Section 1.05 of the Purchase and Sale Agreement.

Section 5. Conversion of Note.

5.1 Rights to Convert. Subject to and upon compliance with the provisions of this Section 5, the Holder has the right, at its option, at any time prior to maturity, to convert this Note into that number of fully paid and nonassessable shares of Common Stock of the Company ("Common Stock") equal to the outstanding principal balance hereof at the time of conversion divided by Seven Cents ($.07) pre-reverse stock split or Three Dollars and Fifty Cents ($3.50) post-reverse stock split, subject to such adjustment, if any, of the number of shares or the securities or other property issuable upon conversion as may be required by the provisions of this Note.

5.2 Manner of Exercise of Conversion Privileges. In order to exercise the conversion privilege, the Holder shall provide to the Company at its principal executive office, written notice of conversion, substantially in the form attached as Exhibit A hereto (the "Conversion Notice"). As promptly as practicable after the receipt of such notice and the surrender of this Note as aforesaid, the Company shall issue to Holder and deliver to Norwest Bank Denver, N.A. (the "Bank"), a certificate for the number of shares of Common Stock issuable on such conversion (the "Certificate"). Such conversion shall be deemed to have been effected at the close of business on the date the Company receives the Conversion Notice, but in no event before the 50 for 1 reverse stock split is effected on June 10, 1992. The Company may deliver the Certificate to someone other than the Bank only with the written consent of both the Bank and the Holder.

5.3 Notice of Certain Events. The Company shall give not less than ten (10) nor more than sixty (60) days' notice to Holder of any merger, consolidation, recapitalization or sale of all or substantially all of the assets of the Company.

5.4 Adjustments to Conversion.

(a) Adjustment for Stock Splits and Combinations. If the Company at any time or from time to time effects a subdivision of the outstanding Common Stock, the number of shares of Common Stock issuable upon conversion of this Note immediately before the subdivision shall be proportionately increased, and conversely, if the Company at any time or from time to time combines the outstanding shares of Common Stock (other than the 50 for 1 reverse split already contemplated by this Agreement, to occur on or about June 10, 1992), the number of shares of Common Stock issuable upon conversation of this Note immediately before the combination shall be proportionately decreased. Any adjustment under this paragraph

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(a) shall become effective when the subdivision or combination becomes effective.

(b) Adjustment for Certain Dividends and Distributions. In the event the Company at any time, or for time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the number of shares of Common Stock issuable upon conversion of this Note shall be increased as of the time of issuance or, in the event such a record date is fixed, as of the close of business on such record date, by multiplying the number of shares of Common Stock issuable upon conversion of this Note by a fraction (i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution, and (ii) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; provided, however, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed thereof, the number of shares of Common Stock issuable upon conversion of this Note be recomputed accordingly as of the close of business on such record date and thereafter the number of shares of Common Stock issuable upon conversion of this Note shall be adjusted pursuant to this paragraph (b) as of the time of actual payment of such dividends or distributions.

(c) Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time makes, or fixes a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company other than shares of Common Stock, then in each such event provision shall be made so that the Holder shall receive upon conversion of this Note, in addition to the number of shares of Common Stock receivable thereupon, the amount of securities of the Company which the Holder would have received had this Note been converted into Common Stock on the date of such event and had the Holder thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by it as aforesaid during such period, subject to all other adjustments called for during such period under this Subsection.

(d) Adjustment for Reclassification, Exchange and Substitution. If the Common Stock upon the conversion of this Note is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares of stock dividend or a reorganization, merger, consolidation or sale of assets, provided for elsewhere in

TJM 6/11/92

this Section), then and in any such event the Holder shall have the right thereafter to convert this Note into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change, by holders of the number of shares of Common Stock into which this Note might have been converted immediately prior to such recapitalization, reclassification or change.

(e) Reorganization, Mergers, Consolidations or Sales of Assets. If at any time or from time to time there is a capital reorganization of the Common Stock (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Subsection) or a merger or consolidation of the Company with or into another corporation, or the sale of all or substantially all of the Company's properties and assets to any other person, then, as a part of such reorganization, merger, consolidation or sale, provision shall be made so that the Holder shall thereafter be entitled to receive upon conversion of this Note, the number of shares of stock or other securities or property of the Company, or of the successor corporation resulting from such merger or consolidation or sale, to which a holder of Common Stock deliverable upon conversion would have been entitled on such capital reorganization, merger, consolidation, or sale. In any such case (except to the extent any cash or property is received in such transaction), appropriate adjustment shall be made in the application of the provisions of this Subsection with respect to the rights of the Holder after the reorganization, merger, consolidation or sale so that the provisions of this Subsection (including adjustment of the number of shares of Common Stock issuable upon conversion of this Note) shall be applicable after that event and be as nearly equivalent to the provisions hereof as may be practicable.

(f) No Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company but will at all times in good faith assist in the carrying out of all the provisions of this Section and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the Holder against dilution or other impairment.

(g) Registration Rights; Right to Purchase Additional Shares. The Holder has certain registration rights and the right to purchase additional shares of Common Stock as provided in Section 1.04 of the Purchase and Sale Agreement.

Section 6. Certain Covenants of the Company.

6.1 Reservation of Shares. The Company shall at all times after the effectiveness of the 50 for 1 reverse stock split

[redacted] [redacted] [redacted] 6/1/96

and the change in the number of authorized shares of Common Stock to be made concurrently therewith, reserve and keep available out of its authorized but unissued shares of Common Stock the full number of shares of Common Stock issuable upon the conversion of this Note and shall take all such action and obtain all such permits or orders as may be necessary to enable the Company lawfully to issue such shares of Common Stock as duly and validly issued, fully paid and nonassessable shares upon the conversion of this Note.

6.2 Notices. The Company shall promptly deliver to the Holder all notices and other communications which it delivers to the holders of the Company's Common Stock.

Section 7. Miscellaneous.

7.1 Amendment. This Note may not be modified or amended except by a written instrument executed by or on behalf of the Company and the Holder.

7.2 Waivers. The observance of any term of this Note may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but such waiver shall be effective only if in a writing signed by the party or parties against which such waiver is to be asserted. Unless otherwise expressly provided herein, no delay or omission on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver or omission on the part of any party of any right, power, or privilege hereunder shall operate as a waiver of any other right, power or privilege hereunder nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. All remedies, either under this Note or by law or otherwise afforded to any party, shall be cumulative and not alternative.

7.3 Severability. If any provision of this Note, or the application of such provision to any person or circumstance, shall be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Note or affect the application of such provision to other persons or circumstances, and the parties hereto agree that the part or parts of this Note so held to be invalid, unenforceable or void will be deemed to have been stricken herefrom and the remainder of this Note will have the same force and effect as if such part or parts had never been included herein. Any such finding of invalidity or unenforceability shall not prevent the enforcement of such provision in any other jurisdiction to the maximum extent permitted by applicable law.

7.4 Notices. Unless otherwise expressly provided herein, all notices, requests, demands, consents, waivers,

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instructions, approvals and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered to or mailed certified mail, return receipt requested, first-class postage paid, addressed as follows:

If to the Company, to it at:

TPEX Exploration, Inc.
1675 Larimer Street, Suite 440
Denver, Colorado 80202
Attention: President

with a copy to:

Gorsuch, Kirgis, Campbell, Walker and Grover
1401 Seventeenth Street, Suite 1100
P.O. Box 17180
Denver, Colorado 80202
Attention: S. Lee Terry, Jr., Esq.

If to the Holder, to it at:

Victoria Exploration, Inc.
999 18th Street, Suite 1100
Denver, Colorado 80202
Attention: President

with a copy to:

Bucholtz Bull & Ewing, P.C.
1666 S. University Boulevard
Denver, Colorado 80210
Attention: James C. Bull, Esq.

or to such other address or to such other individuals as any party shall have last designated by notice to the other party. All notices and other communications given to any other party in accordance with the provisions of this Note shall be deemed to have been given when delivered, or, if mailed, three days following the date such notice was sent, to the intended recipient thereof in accordance with the provisions of this Subsection 7.4.

7.5 Governing Law. This notice shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the State of Colorado without regard to the principles of conflict of laws.

7.6 Successors and Assigns. Unless otherwise expressly provided herein, this Note shall be binding upon and inure to the benefit of the parties thereto, and their respective legal representatives, successors and permitted assigns. Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part

by the Company to any person or entity without the prior written consent of the Holder, which consent shall not be unreasonably withheld.

7.7 Headings. The Section, subsection and paragraph headings in this Note are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

7.8 Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Note, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Note, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, this Note has been duly executed and delivered under its corporate seal as of the date first above written.

TPEX EXPLORATION, INC.

By: _____
T. Scott Martin, President

ACKNOWLEDGED AND AGREED TO:

VICTORIA EXPLORATION, INC.

By: _____
Name: Timothy L. Hoops
Title: Vice President

"NE VARIETUR"
For identification with a Mortgage, Security Agreement, Assignment of Production and Proceeds and Financing Statement passed before me this 1st day of June, 1992, from TPEX Exploration, Inc. to Victoria Exploration, Inc.

_____
Lansing A. Wallace
Notary Public in and for the State of Colorado, City and County of Denver
My commission expires: 9-30-95

(SEAL)

EXHIBIT A

FORM OF ELECTION TO CONVERT

To TPEX Exploration, Inc.:

The undersigned holder of the Convertible Note due 1998 (the "Note") of TPEX Exploration, Inc., a Colorado corporation (the "Company"), hereby irrevocably exercises its option to convert the indicated portion of the Note into fully paid and nonassessable shares of Common Stock of the Company in accordance with the terms of the Note, and directs that the shares issuable and deliverable upon conversion, together with a Note in the amount of any unpaid principal and interest accrued with respect to the Note, be issued in the name of Victoria Exploration, Inc. (the "Holder") and delivered to Norwest Bank Denver, N.A. (the "Bank"), unless otherwise directed in a writing signed by the Holder and the Bank.

Dated: _____

_____

Conversion Amount: $_____

By: _____

Name: _____

Title: _____

Address: _____

_____

[redacted] [redacted] [redacted]

EXHIBIT A-1

1. Well Name: Cab Hughes #1

0.372914 Working Interest
0.296583 Net Revenue Interest

Prospect: Northeast Krebs
Location: Township 6 North - Range 17 East
Section 4: 660' N. and 500' E. of center
Pittsburg County, Oklahoma

Lease No.: OK-28 A 01
Lease Date: 6/5/68
Lessor: W. Erle White and Emma M. White, h/w
Lessee: Tom Hutchison, Inc. a Texas Corporation
Description: T6N-R17E
Sec. 4: Lot 3, SE/4NW/4, the S. 20 acres of Lot 2, SW/4NE/4, SE/4, SW/4
Pittsburg County, Oklahoma
Recorded: Book 273, Page 547

Lease No.: OK-28 B 01
Lease Date: 6/5/68
Lessor: Hughes Fuel Company, a general partnership
Lessee: Tom Hutchison, Inc. a Texas Corporation
Description: T6N-R17E
Sec. 4: Lot 3, SE/4NW/4, the S. 20 acres of Lot 2, SW/4NE/4, SE/4, SW/4
Pittsburg Coun2ty, Oklahoma
Recorded: Book 273, Page 569

2. Well Name: Cab Hughes #2

0.093229 Working Interest
0.073359 Net Revenue Interest

Prospect: Northeast Krebs
Location: Township 6 North - Range 17 East
Section 4: 660' FNL and 660' FWL
Pittsburg County, Oklahoma

Lease No.: OK-28 A 01
Lease Date: 6/5/68
Lessor: W. Erle White and Emma M. White, h/w
Lessee: Tom Hutchison, Inc. a Texas Corporation
Description: T6N-R17E
Sec. 4: Lot 3, SE/4NW/4, the S. 20 acres of Lot 2, SW/4NE/4, SE/4, SW/4
Pittsburg County, Oklahoma
Recorded: Book 273, Page 547

Lease No.: OK-28 B 01
Lease Date: 6/5/68
Lessor: Hughes Fuel Company, a general partnership
Lessee: Tom Hutchison, Inc. a Texas Corporation
Description: T6N-R17E
Sec. 4: Lot 3, SE/4NW/4, the S. 20 acres of Lot 2, SW/4NE/4, SE/4, SW/4
Pittsburg County, Oklahoma
Recorded: Book 273, Page 569

3. Well Name: E.A. McIlhenny #1

0.25000 Working Interest
0.21125 Net Revenue Interest

Prospect: Freshwater Bayou
Location: Township 16 South - Range 2 East
Section 36: SW/4
Vermilion Parish, Louisiana

Lease Date: 5/1/88
Lessor: E.A. McIlhenny Enterprises, Inc., a Louisiana corporation
Lessee: Conley P. Smith
Description: Parcel One:
Section 11:
(a) A triangular piece of land situated in the N/2 of this section, the West line of said parcel of land being the line between Sec. 10 and 11 the NE line being the W. side of a canal running Northwesterly and Southeasterly and the S. line being the S. side of a canal running between the N/2 and the S/2 of the N/2 of said Sec. 11. The above described parcel of land contains 5 acres, m/l.
(b) That portion of the S/2 of the NW/4 Sec. 11 after deducting from the S/2 of the NW/4 the two tracts or parcels sold to E.A. McIlhenny under date of 1/2/32, namely: a tract of land of 20 acres in area, m/l, taken from the extreme Western portion of the S/2 of the NW/4 of said Sec. 11. Also a certain tract of land having a front in an easterly and westerly direction of 3 arpents, m/l, by a depth in a northerly and southerly direction of 7 arpents, which land forms part of the SW/4 of the NW/4 of Sec. 11, T17S-R2E. Sale or deed to E.A. McIlhenny, recorded in Volume 108 of Convenances at Page 74, Entry 50117 in records of Vermilion Parish, dated 5/11/33. The two above described parcels contain 60 acres, m/l.
Tract B
S/2 of SE/4 and SE/4 of SW/4 of Sec. 3; that portion of Sec. 7, comprising 381.84 acres (as evidenced by Survey and Map of Val E. Smith, C.E., 8/6/49; all of Sec. 8; all of Sec. 9; all of Sec. 10 except the SE/4 of NE/4; NW/4 and N/2 of NE/4; SW/4 and fractional SE/4 of Sec. 15; all of Sec. 17; E/2 and SE/4 of SW/4 of Sec. 18; containing 381.84 acres as evidenced by survey and map of Val E. Smith, C.E., 8/6/49. NE/4 and E/2 of NW/4 and fractional S/2 being lots 1, 2, 3 and 4; Sec. 19 containing 422.67 acres; the N/2 and lots 1, 2, 3 and 4, Sec. 20, the N/2 of NW/4 and lots 1, 2, 3 and 4, Sec. 21; all of fractional Sec. 22, being all in T17S-R2E, containing 4,932.83 acres, more or less, as evidenced by survey and map of Val E. Smith, C.E., 8/6/49. Less and exept all of fractional Sec. 22, T17S-R2E.
Tract C
The following described mineral interests, subject to the terms and conditions contained in Agreement of Exchange by and between the Jan-Jean Lafitte Corporation and the National Audubon Society filed and recorded January 17, 1946 in Volume 182 of Conveyance at Page 303, under entry No. 86621 of records of Vermilion Parish, Louisiana:
(a) All minerals of any nature whatsoever, on or under-lying property exchanged in Sec. 35 and 36, T16S-R2E under agreement of exchange by and between the Jan-Jean Lafitte Corporation and the National Audubon Society filed and recorded January 17, 1946 in Volume 182 of Conveyance at Page 303, under entry No. 86621 of records of Vermilion Parish, Louisiana. Less and except: minerals underlying 90.541 acres in Sec. 35, T16S-R2E included within the 12,000' RA SUA established by Office of Conservation Order No. 1257, effective July 3, 1984, recorded under entry No. 8409184, records of Vermilion Parish.

(b) All minerals of any nature whatsoever on or under-lying property exchanged in Sections 1, 2, 11 and 12 in T17S-R2E under agreement of exchange by and between the Jan-Jean Lafitte Corporation and the National Audubon Society filed and recorded January 17, 1946 in Volume 182 of Conveyance at Page 303, under entry No. 86621 of records of Vermilion Parish, Louisiana

Parcel Two:

A certain tract of land in Vermilion Parish, Louisiana containing 40 acres and designated as SE/4 and NE/4 of Sec. 10, T17S-R2E, and 20 acres, m/l, taken in extreme portion of the S/2 of the NW/4 of Sec. 11, T17S-R2E, bounded N. and E. by E.A. McIlhenny. There is also included a tract of land in the same locality as a tract of land having a front in an easterly and westerly direction 3 arpents, m/l, by a depth in northerly and southerly direction of 7 arpents, which land forms part of the SW/4 and the NW/4 of Sec. 11, T17S-R2E, and bounded now, or formerly, on the N. by Succession of Louise LaPorte, S. by Alexandre Trahan, or assigns, E. by Jules Dronet and W. by Hypolite Broussard, or assigns, containing 21 arpents, m/l, in superficial area.

Parcel Three:

A certain tract of land in Vermilion Parish, LA containing 47.63 acres and designated as Lot 1 and a certain tract of land in Vermilion Parish, LA containing 54.04 acres and designated as Lot 2, in Sec. 14, T17S-R2E, Vermilion Parish, LA.

Parcel Four:

A certain tract of land in Vermilion Parish, LA containing 31.46 acres being the SE/4 of the NE/4 of Sec. 15 and further designated as Lot 1, T17S-R2E, Vermilion Parish, LA and a certain tract of land in Vermilion Parish, LA being the SW/4 of the NE/4 of Sec. 15, T17S-R2E, Vermilion Parish, LA.

Recorded: Entry No. 8810307

4. Well Name: Bishop Federal #31-4

0.700000 Working Interest
0.528501 Net Revenue Interest

Prospect: Rocky Butte

Location: Township 48 North - Range 70 West
Section 31: NW/4NW/4
Campbell County, Wyoming

Lease No.: WY-RK-001
Lease Date: 9/1/82
Lessor: USA W-80510
Lessee: Emily K. Connell
Description: Township 48 North - Range 70 West
Section 31: Lots 5 & 6
Recording: Book 701, Page 343

Lease No.: WY-RK-002
Lease Date: 7/12/90
Lessor: Bishop Land & Livestock, Inc.
Lessee: Wm. J. A. Johnson
Description: Township 48 North - Range 70 West
Section 31: Lot 2, SE/4NW/4
Recording: Book 1111, Page 587

5. Well Name: S/L 2374 #1
0.413976 Working Interest in "X" Zone
0.314172 Net Revenue Interest in "X" Zone
0.420355 Working Interest in "T" Zone
0.322513 Net Revenue Interest in "T" Zone

Prospect: North Lake Boeuf

Location: Township 15 South - Range 18 East
Section 64: From NE/C go S. 7100' and W. 10500' to location.
LaFourche Parish, Louisiana

Lease No.: **LA-49**
Date: **11/4/68**
Lessor: **Laura Serpas Brady, widow of E.P. Brady; ACME Land and Timber Co., Ltd. (ACME Lumber Co.) a Louisiana corporation, herein represented by Laura Serpas Brady, President; Lawrence A. Chehardy; John C. Werhan; Thomas Lattie**
Lessee: **Otis E. Lomenick**
Description: **All of Lessors' interest in and to a certain tract of land estimated to contain 1800 acres, whether it comprises more or less, being all of Sections 66, 71 and 72, T15S-R18E and possibly a part of Section 59; parts of Sections 32, 33 and 34, T14S-R18E. All lying within the Meandor line of Lake Boeuf. Said line as being the Meandor line as more fully shown on a map or plat dated December 24, 1857 and approved by the Surveyor General of Louisiana at Donaldsonville, Louisiana; and claimed by ACME Lumber Company under survey of 1831.**
Lafourche Parish, Louisiana
Recorded: **Book 395, Page 277**

Lease No.: **LA-50**
Lease Date: **8/20/53**
Lesor: **State of Louisiana #2374**
Lessee: **W.W. Hawkins**
Description: **Tract #5432 described as follows: All of the lands now or formerly constituting the beds and bottoms of Lake Boeuf or Lake Lafourche belonging to the State of Louisiana and not under valid lease as of August 19, 1953, situated in Townships 14 and 15 South, Range 18 East, Southeastern Land District of Louisiana, containing approximately 4,550 acres, all more fully shown outlined in red on a plat on file in the State Land Office.**
Lafourche Parish, Louisiana
Recorded: **Book 174, Page 74**

OPTION

TPEX Exploration, Inc. shall have an option to acquire at no extra charge a 20% interest in the Papua New Guinea permit PPL 149, which permit is being applied for by Victoria Exploration, Inc.

[redacted] [redacted] [redacted]

EXHIBIT A-2

1. Well Name: Federal #40-17
0.1474348600 Working Interest
0.1114385767 Net Revenue Interest
Prospect: Bird Canyon
Location: Township 27 North - Range 111 West
Section 17: 1320' FSL, 789' FEL
Sublette County, Wyoming

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

2. Well Name: Deavers #1
0.09375 Working Interest
0.07268 Net Revenue Interest
Prospect: Jayson Prospect
Location: Township 46 North - Range 70 West
Section 25: SW/4NW/4
Campbell County, Wyoming

Lease No.: WY-74
Lease Date: 3/1/62
Lessor: Robert M. & Evelyn Davis Deaver, h/w, and Freda Deaver & W.O. Dunlap, w/h
Lessee: F.H. Brady Company
Description: T46N-R70W
Sec. 9: W/2NE/4, N/2SE/4
Sec. 11: SE/4SE/4
Sec. 21: W/2NE/4, W/2NW/4; below depth of 8905'
Sec. 25: E/2NW/4
Recorded: Book 73, Page 650

3. Well Name: N. Rainbow Ranch Unit
0.00165 Overriding Royalty Interest
Prospect: N. Rainbow Ranch Prospect
Location: Township 49 North - Range 70 West
Section 19: W/2W/2
Township 49 North - Range 71 West
Section 13: S/2
Section 24: All
Campbell County, Wyoming

Lease No.: WY-RR-1
Lease Date: 4/3/57
Lessor: Marvin E. Carter and Edna L. Carter, husband and wife
Lessee: Mobil Producing Company
Description: Township 49 North - Range 71 West
Section 24: SW/4NE/4
Recorded: Book 36, Page 34

Lease No.: WY-RR-2
Lease Date: 4/3/57
Lessor: Paul W. Sherard and Sarah I. Sherard, husband and wife
Lessee: Mobil Producing Company
Description: Township 49 North - Range 71 West
Section 24: SW/4NE/4
Recorded: Book 36, Page 267

4. Well Name: Salley Persons Unit
0.0826284 Overriding Royalty Interest
Prospect: Lone Tree Prospect
Location: Township 45 North - Range 67 West
Section 25: SW/4, S/2NW/4, W/2SE/4
Weston County, Wyoming

Lease No.: WY-LT-1
Lease Date: 5/26/58
Lessor: Ora Person and Donald Person, wife and husband
Lessee: Mobil Producing Company
Description: Township 45 North - Range 67 West
Section 25: SW/4, W/2SE/4, SE/4NW/4
Recorded: Book 105, Page 218

Lease No.: WY-LT-2
Lease Date: 5/26/58
Lessor: Daisy J. Salley and Glen Salley, wife and husband and Daisy J. Salley, heir of Elena Larsen Gray
Lessee: Mobil Producing Company
Description: Township 45 North - Range 67 West
Section 25: SW/4, W/2SE/4, SE/4NW/4
Recorded: Book 105, Page 220

5. Well Name: Oxbow Unit
0.0041750 Unit Working Interest
0.4041666 Net Revenue Interest in Tract 8
0.0568750 Overriding Royalty Interest in Tract 9
Prospect: Oxbow Prospect
Location: Township 47 North - Range 72 West
Section 2: N/2NW/4
Township 48 North - Range 72 West
Section 34: E/2SE/4, SE/4NE/4
Section 35: SW/4, S/2NW/4
Campbell County, Wyoming

Lease No.: WY-OX-1
Lease Date: 4/13/84
Lessor: Chester Otis Thompson, et al
Lessee: Mobil Oil Corporation
Description: Township 48 North - Range 72 West
Section 35: SE/4NW/4, NE/4SW/4
Recorded: Book 760, Page 598

6. Well Name: State #22-16
0.12500 Working Interest
0.10125 Net Revenue Interest
Prospect: Porcupine Creek Prospect
Location: Township 42 North - Range 71 West
Section 16: SE/4NW/4
Campbell County, Wyoming

Lease No.: WY-102
Lease Date: 11/2/67
Lessor: State of Wyoming 67-9424-A
Lessee: National Cooperative
Description: Township 42 North - Range 71 West
Section 16: W/2NE/4, W/2NW/4, NE/4NW/4, E/2SE/4, SW/4SE/4, E/2SW/4
Recorded: Book 191, Page 182

[redacted] [redacted] [redacted]

7. Well Name: State #34-16

0.12500 Working Interest
0.10125 Net Revenue Interest

Prospect: Porcupine Creek Prospect
Location: Township 42 North - Range 71 West
Section 16: SW/4S/4
Campbell County, Wyoming

Lease No.: WY-102
Lease Date: 11/2/67
Lessor: State of Wyoming 67-9424-A
Lessee: National Cooperative
Description: Township 42 North - Range 71 West
Section 16: W/2NE/4, W/2NW/4, NE/4NW/4, E/2SE/4, SW/4SE/4, E/2SW/4
Recorded: Book 191, Page 182

8. Well Name: State #21-16

0.166667000 Working Interest
0.136666655 Net Revenue Interest

Prospect: Porcupine Creek Prospect
Location: Township 42 North - Range 71 West
Section 16: NE/4NW/4
Campbell County, Wyoming

Lease No.: WY-102
Lease Date: 11/2/67
Lessor: State of Wyoming 67-9424-A
Lessee: National Cooperative
Description: Township 42 North - Range 71 West
Section 16: W/2NE/4, W/2NW/4, NE/4NW/4, E/2SE/4, SW/4SE/4, E/2SW/4
Recorded: Book 191, Page 182

9. Well Name: State #43-16

0.12500000 Working Interest
0.09811875 Net Revenue Interest

Prospect: Porcupine Creek Prospect
Location: Township 42 North - Range 71 West
Section 16: NE/4SE/4
Campbell County, Wyoming

Lease No.: WY-102
Lease Date: 11/2/67
Lessor: State of Wyoming 67-9424-A
Lessee: National Cooperative
Description: Township 42 North - Range 71 West
Section 16: W/2NE/4, W/2NW/4, NE/4NW/4, E/2SE/4, SW/4SE/4, E/2SW/4
Recorded: Book 191, Page 182

10. Well Name: State #23-16

0.1250 Working Interest
0.0975 Net Revenue Interest

Prospect: Porcupine Creek Prospect
Location: Township 42 North - Range 71 West
Section 16: NE/4SW/4
Campbell County, Wyoming

Lease No.: WY-102
Lease Date: 11/2/67
Lessor: State of Wyoming 67-9424-A
Lessee: National Cooperative
Description: Township 42 North - Range 71 West
Section 16: W/2NE/4, W/2NW/4, NE/4NW/4, E/2SE/4, SW/4SE/4, E/2SW/4
Recorded: Book 191, Page 182

11. Well Name: Federal #21-15
0.0170625 Overriding Royalty Interest
Prospect: Porcupine Creek Prospect
Location: Township 42 North - Range 71 West
Section 15: NE/4NW/4
Campbell County, Wyoming

Lease No.: WY-100
Lease Date: 11/1/67
Lessor: USA W-7526-A
Lessee: Conoco
Description: Township 42 North - Range 71 West
Section 9: S/2SW/4
Section 15: SW/4
Recording: Not Recorded

12. Well Name: TA Buttes Unit
0.002271516 Overriding Royalty Interest
Prospect: TA Buttes Prospect
Location: Township 49 North - Range 70 West
Section 27: W/2NW/4
Section 28: NE/4, E/2NW/4, N/2SE/4, NE/4SW/4
Campbell County, Wyoming

Lease No.: WY-TB-1
Lease Date: 2/15/84
Lessor: Nancy Kay Wolff, a/k/a Nancy K. Wolff, a/k/a Nancy Wolff, a widow, individually and as Executrix of the Estate of William Edward Wolff
Lessee: Amberex Corporation
Description: Township 49 North - Range 71 West
Section 27: W/2NW/4
Section 28: E/2E/2, SW/4NE/4, SW/4SE/4, but excluding all depths from the surface down to a depth of 1,000'
Recorded: Book 735, Page 485

SUBLETTE, WY

237869

RECORDED July 21 19 92 8:55A
IN BOOK 88 of M L PAGE 687
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS AND FINANCING STATEMENT

THIS ASSIGNMENT OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS AND FINANCING STATEMENT (this "Instrument"), dated as of June 1, 1992, is from VICTORIA EXPLORATION, INC., a Colorado corporation ("Victoria"), with an address of Denver Place South Tower, Suite 1100, 999 Eighteenth Street, Denver, Colorado 80202, to NORWEST BANK DENVER, NATIONAL ASSOCIATION, a national banking association (herein called "Norwest"), with an address of 1700 Broadway, Denver, Colorado 80274.

RECITALS

A. Reference is made to Mortgage, Security Agreement, Assignment of Production and Proceeds and Financing Statement of even date herewith (the "Mortgage"), from TPEX Exploration, Inc. to Victoria, the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The Mortgage is to be recorded just prior to the recordation of this Instrument in the official records of the counties and parishes in which this Instrument is being recorded.

B. Unless otherwise defined herein, terms defined in the Mortgage shall have the same meanings when used herein. A description of the land covered by the Mortgage is included in Exhibits A-1 and A-2 attached hereto and made a part hereof.

C. The Note which is secured by the Mortgage has been assigned by Victoria to Norwest, and the parties wish to have Victoria assign the Mortgage to Norwest.

ASSIGNMENT

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Norwest to Victoria, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Victoria hereby grants, sells, transfers and assigns to Norwest all of its right, title and interest under the Mortgage. Victoria warrants to Norwest that Victoria has not and will not make any other assignments or transfers of any of its right, title and interest under the Mortgage.

Victoria agrees to promptly pay all reasonable costs and expenses incurred by Norwest (including attorneys' fees) for the preparation, execution, delivery, filing, recording, refiling and re-recording of this Instrument and all related documents.

Victoria shall execute and deliver to Norwest at any time such additional assignments as Norwest may request to confirm and carry out the transactions contemplated hereby.

The parties to this Instrument appeared before the undersigned Notary Public and the two witnesses executing this Instrument on the date set forth in the acknowledgments hereto, but effective as of the date first set above written.

IN WITNESS WHEREOF, Victoria and Norwest have, on the date set forth in the acknowledgments hereto, effective as of the date and time first above written, caused this Instrument to be duly executed before me, the undersigned Notary Public in and for the City and County of Denver, State of Colorado, in the presence of the undersigned competent witnesses, after due reading of the whole.

ATTEST:

Lynnette M. Carpenter,
Assistant Secretary

(SEAL)

VICTORIA EXPLORATION, INC.

By: _____
Timothy L. Hoops,
Vice President

NORWEST BANK DENVER, NATIONAL ASSOCIATION

By: _____
Mark J. Martinez,
Assistant Vice President

WITNESSES TO ALL SIGNATURES:

_____
Name Printed: T. SCOTT MARTIN

_____
Name Printed: ELIZABETH M. LICHT

_____
Name Printed: LANSING A. WALLACE
Notary Public in and for the State of Colorado, City and County of Denver

My Commission Expires: 9-30-95

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Louisiana Form)

Be it remembered that I, LANSING A. WALLACE, a Notary Public duly qualified, commisioned, sworn and acting in the aforementioned County and State, hereby certify that on this first day of June, 1992, before me personally appeared Timothy L. Hoops and Lynnette M. Carpenter, the Vice President and Assistant Secretary, respectively, of VICTORIA EXPLORATION, INC., a Colorado corporation, each of whom being duly sworn did say that they are the designated officer of the corporation set forth opposite their name, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said corporation, and each acknowledged the instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

(Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this first day of June, 1992, by Timothy L. Hoops and Lynnette M. Carpenter, the Vice President and Assistant Secretary, respectively, of VICTORIA EXPLORATION, INC., a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

Lansing A. Wallace
Name Printed: LANSING A. WALLACE
Notary Public in and for the State of Colorado, City and County of Denver

My Commission Expires: 9-30-95

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

(Louisiana Form)

Be it remembered that I, Lansing A. Wallace, a Notary Public duly qualified, commisioned, sworn and acting in the aforementioned County and State, hereby certify that on this first day of June, 1992, before me personally appeared Mark J. Martinez, the Assistant Vice President of NORWEST BANK DENVER, NATIONAL ASSOCIATION, a national banking association, who being duly sworn did say that he is the designated officer of the national banking association set forth opposite his name, and that the seal affixed to the foregoing instrument is the corporate seal of said national banking association and that the instrument was signed and sealed on behalf of said national banking association, and acknowledged the instrument to be the free act and deed of said national banking association.

Witness my hand and official seal.

(Oklahoma and Wyoming Form)

The foregoing instrument was acknowledged before me this first day of June, 1992, by Mark J. Martinez, the Assistant Vice President of NORWEST BANK DENVER, NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association. Witness my hand and official seal.

Lansing A. Wallace
Name Printed: Lansing A. Wallace
Notary Public in and for the State of Colorado, City and County of Denver

LANSING A. WALLACE NOTARY PUBLIC STATE OF COLORADO (SEAL)

My Commission Expires: 9-30-95

EXHI[redacted]2

1. Well Name: Federal #40-17
0.1474348600 Working Interest
0.1114385767 Net Revenue Interest
Prospect: Bird Canyon
Location: Township 27 North - Range 111 West
Section 17: 1320' FSL, 789' FEL
Sublette County, Wyoming

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

2. Well Name: Deavers #1
0.09375 Working Interest
0.07268 Net Revenue Interest
Prospect: Jayson Prospect
Location: Township 46 North - Range 70 West
Section 25: SW/4NW/4
Campbell County, Wyoming

Lease No.: WY-74
Lease Date: 3/1/62
Lessor: Robert M. & Evelyn Davis Deaver, h/w, and Freda Deaver & W.O. Dunlap, w/h
Lessee: F.H. Brady Company
Description: T46N-R70W
Sec. 9: W/2NE/4, N/2SE/4
Sec. 11: SE/4SE/4
Sec. 21: W/2NE/4, W/2NW/4; below depth of 8985'
Sec. 25: E/2NW/4
Recorded: Book 73, Page 650

3. Well Name: N. Rainbow Ranch Unit
0.00165 Overriding Royalty Interest
Prospect: N. Rainbow Ranch Prospect
Location: Township 49 North - Range 70 West
Section 19: W/2W/2
Township 49 North - Range 71 West
Section 13: S/2
Section 24: All
Campbell County, Wyoming

Lease No.: WY-RR-1
Lease Date: 4/3/57
Lessor: Marvin E. Carter and Edna L. Carter, husband and wife
Lessee: Mobil Producing Company
Description: Township 49 North - Range 71 West
Section 24: SW/4NE/4
Recorded: Book 36, Page 34

Lease No.: WY-RR-2
Lease Date: 4/3/57
Lessor: Paul W. Sherard and Sarah I. Sherard, husband and wife
Lessee: Mobil Producing Company
Description: Township 49 North - Range 71 West
Section 24: SW/4NE/4
Recorded: Book 36, Page 267

237870

RECORDED July 21 1992 8:55 AM
IN BOOK 88 of M PAGE 692
FEES $12.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany K. Walker

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT:

VICTORIA EXPLORATION, INC., a Colorado corporation, with an address of Denver Place South Tower, Suite 1100, 999 Eighteenth Street, Denver, Colorado 80202 (hereinafter referred to as "Assignor"), in consideration of the sum of ten dollars ($10.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, subject to the reservation described below, do hereby assign, transfer, and convey unto TPEX EXPLORATION, INC., a Colorado corporation, with an address of One Barclay Plaza, Suite 440, 1675 Larimer Street, Denver, Colorado 80202 (hereinafter referred to as "Assignee"), all of Assignor's interest in and to the oil and gas leases described on Exhibit "A" to this Assignment, attached hereto, and by this reference made a part hereof, insofar as said leases cover the lands described with respect to each lease on Exhibit "A", together with all of Assignor's rights incident thereto, personal property, fixtures, machinery and equipment thereon, appurtenant thereto, or used or obtained in connection therewith, thereby delivering to TPEX the specific working and net revenue interests in the oil and gas wells identified on Exhibit "A".

This Assignment is made subject to any operating agreements, pooling, communitization, or unitization agreements, farmout and farmin agreements, and gas sales, processing and transportation contracts to which all or any of the leases and lands described on Exhibit "A" hereto are subject, to the extent that any such agreements affect said leases and lands; and this Assignment is made subject to all of the terms and provisions of the oil and gas leases described on Exhibit "A", and by its acceptance of this Assignment, Assignee agrees that it will be bound by the terms and provisions of said leases and any covenants or agreements with respect thereto.

The Assignee, on behalf of itself and its successors and assigns, hereby agrees to fully indemnify, save and hold harmless the Assignor in respect of all obligations, whether imposed by contract or by law with respect to the assigned property, and to perform such obligations and pay for performance of such obligations, including, without limitation, all plugging, abandoning, and property restoration or conservation duties required by law or by contract, payment of all royalties which may become due and owing after the effective date of this assignment, payment of all applicable taxes after the effective date of this assignment, public liability, environmental and hazardous waste cleanup or other similar responsibilities.

This Assignment is made subject to all overriding royalties which may appear of record in the office of the Register of Deeds or County Recorder with respect to any of the leases and lands described on Exhibit "A".

Assignor hereby represents and warrants to Assignee: that the oil and gas leases described in Exhibit "A" are valid and subsisting oil and gas leases insofar as said leases cover the lands described with respect to each lease; that Assignor is the lawful owner of and has good title to the interests identified in Exhibit "A" with respect to the leases, lands and wells described therein; that the interests hereby assigned are free and clear of all liens, encumbrances and adverse claims (but are subject to all applicable agreements described above); and that Assignor will warrant and forever defend the same against all persons whomsoever.

The terms, conditions and covenants of this Assignment shall be binding upon, and shall inure to the benefit of the Assignor and Assignee and their respective successors or assigns, and such terms, conditions and covenants shall be covenants running with the lease and lands described on Exhibit "A".

This instrument is also executed by Assignee to evidence Assignee's acceptance of the terms and provisions hereof.

For all intents and purposes this assignment to be effective as of the 1st day of January, 1992 at 7:00 a.m. MST.

ATTEST

By: _____
Lynnette M. Carpenter
Assistant Secretary

ASSIGNOR:

VICTORIA EXPLORATION, INC.

By: _____
Timothy L. Hoops
Vice President

(SEAL)

ATTEST

By: _____
Elizabeth M. Licht
Secretary

ASSIGNEE:

TPEX EXPLORATION, INC.

By: _____

(SEAL)

THE UNDERSIGNED DO HEREBY CONSENT TO THE ABOVE ASSIGNMENT FOR ALL INTENTS AND PURPOSES AS STATED THEREIN.

ATTEST

By: _____
Lynnette M. Carpenter
Assistant Secretary

ROYAL PROPERTIES, INC.

By: _____
Timothy L. Hoops
Vice President

(SEAL)

ATTEST

By: _____
Lynnette M. Carpenter
Assistant Secretary

ROYAL RESOURCES EXPLORATION, INC.

By: _____
Timothy L. Hoops
Vice President

(SEAL)

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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Be it remembered that I, Lansing A. Wallace, a Notary Public duly qualified, commissioned, sworn and acting in the aforementioned County and State, hereby certify that on this 1st day of June, 1992, before me personally appeared Timothy L. Hoops and Kenneth M. Carpenter, the Vice President and Assistant Secretary, respectively, of VICTORIA EXPLORATION, INC., a Colorado corporation, each of whom being duly sworn did say that they are the designated officer of the corporation set forth opposite their name, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said corporation, and each acknowledged the instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public: Lansing A Wallace
Printed Name: Lansing A. Wallace
Address: 1401 17th St. #1100
Denver CO 80202

My Commission Expires:
NOTARY 9-30-95
PUBLIC

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Be it remembered that I, Lansing A. Wallace, a Notary Public duly qualified, commissioned, sworn and acting in the aforementioned County and State, hereby certify that on this 1st day of June, 1992, before me personally appeared T. Scott Martin and Elizabeth M. Licht, the President and Secretary, respectively, of TPEX EXPLORATION, INC., a Colorado corporation, each of whom being duly sworn did say that they are the designated officer of the corporation set forth opposite their name, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said corporation, and each acknowledged the instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public: Lansing A. Wallace
Printed Name: Lansing A. Wallace
Address: 1401 17th St. #1100
Denver CO 80202

My Commission Expires:
NOTARY 9-30-95
PUBLIC

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases by and between Victoria Exploration, Inc., known as Assignor, and TPEX Exploration, Inc., known as Assignee, effective January 1, 1992 at 7:00 a.m. MST, Sublette County, Wyoming.

1. **Well Name:** Federal #40-17
   0.1474348600 Working Interest
   0.1114385767 Net Revenue Interest
   Prospect: Bird Canyon
   Location: Township 27 North - Range 111 West
   Section 17: 1320' FSL, 789' FEL
   Sublette County, Wyoming

   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

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ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT, made and entered into as of the 13th day of November, 1989, by and between WILLIAM M. LANSDALE (herein refered to as "Assignor"), and MARINA PACIFICA OIL COMPANY, INC., a California corporation (hereinafter refered to as "Assignee").

W I T N E S S E T H:

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

A. All those oil and gas leases described in Exihibit A attached and incorporated herein by referenced.

B. All of Assignor's right, title and interest in, to and under, or derived from, all of the presently existing operating and oil and gas sales and processing contracts and agreements, and all other contracts, agreements and interests which relate to the Oil and Gas Leases or to the production of oil, gas and other hydrocarbons from and attributable to the properties subject hereto;

C. Without limiting the foregoing, all of Assignor's right, title and interest in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases or other interests therein covering the mineral estate on, to and under the lands specifically described or referred to in Exhibit A, even though Assignor's interests in said lands be incorrectly described in, or a description of such interests be omitted from, Exhibit A; and

237872

RECORDED July 21 IN 92 11:30A
IN BOOK 88 MISC PAGE 696
FEES $ 22.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

D. All of Assignor's right, title and interest in and to all personal property, easements, permits, licenses, applications and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the Oil and Gas Leases or the production, treating, storing or transportation of oil, gas or other hydrocarbons, including, but not by way of limitation, all wells, casing, tubin, tanks, separators, rods, pumps, flow lines, buildings, fixtures, power lines, roads and other appurtenances.

2. Assignor hereby gives and grants unto Assignee full power and right of substitution and subrogation in and to all convenants and warranties heretofore given or made in respect of the interests sold, assigned, transferred, conveyed and granted by paragraph 1 hereto.

3. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

4. Assignee does hereby accept the interests sold, assigned, transferred, conveyed and granted by paragraph 1 hereto and further, does hereby covenant and agree to assume and keep, perform and be bound by each and all of the covenants, agreements and restrictions provided for in the Oil and Gas Leases to be kept and performed by the Lessee thereunder. Not by way of limitation, Assignee agrees that each and all of the provisions of the Oil and Gas Leases with respect to any transfer, sale, assignment, subleasing or encumbering by any assignee, transferee, purchaser, or lender, including other successors and assigns, remain in full force and effect and are binding upon Assignee.

upon and shall inure to the benefit of the successors, representatives, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this assignment to be effective from and after the day and year first above written.

WILLIAM M. LANSDALE (Assignor)

By _____
William M. Lansdale

MARINA PACIFICA OIL COMPANY, INC.
a California Corporation
(Assignees)

By _____
William M. Lansdale, President

State of California)
)
County of Los Angeles)

State of California)
)
County of Los Angeles)

On April 20, 1992 before me, Katherine S. Niehaus
personally appeared William M. Lansdale,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

OFFICIAL NOTARY SEAL
KATHERINE S NIEHAUS
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires JUL 21 1995

EXHIBIT A

STATE/ASSET # OPERATOR & DESCRIPTION OWNER & PROPERTY NUMBERS

NORTH DAKOTA

JERRY CHAMBERS/ Owner #51435-1 Lease #32309011
AXEM RESOURCES/ Owner #51435, Lease 323010-001
Blacktail Federal 1-28 and Blacktail Federal 2-28, Lease 323090-001 Black Tail Unit Tract 1
Township 143 North, Range 101 West, 5th P.M.
Section 20: SE/4 Section 28: W/2 NE/4
Containing 240.0 acres, more or less
Billings County

MONTANA

COLUMBUS ENERGY/Owner #6371- Lease #2590009
Federal Lease #M-12691-A SE/4NE/4
Section 31-24N-59E, Richland County
MURPHY OIL/ Owner #015797 Lease #55673-000
Fort Gilbert #1 through #7 Wells
25-0005-E2, 25-0013-E4, 25-0014-E2, 25-0006-E4, 25-0007-E7, 25-0008-E4, 25-0009-E4
Section 32, Township 24 North, Range 59 East
Richland County

INDIANA

B P OIL CO./Owner #11551204293 Lease #1121202
#1221334 SE 1/4 of Fractional Sec. 33, T35, R14W, 152 Acres and 8 Acres described as: Beg. at NE Corner of Fractional Sec. 4: T45, R14W; thence South 2.325;T-W 33.56 Chains to Wabash River. Thence along back of river to N. line of Fract. Sec. 4; T.E34.89 Chains to beginning.
Richland County

FARM BUREAU/Owner #825087 Lease #81009
Doll, Blanche M. 168A(81009) 03635 S1/4 of Fract. S33:T3S, R14W Thence S 2.325 Chains;Thence W 33.56 Chains to the Wabash River; Thence along the bank of the river to the north line of fract. Sec.4; Thence East 34.89 Chains to beginning.
Posey County, Ind.

ILLINOIS

MARATHON OIL CO./Owner 12-C19111684 Lease C133087
S/2 S/2 FR NW/4, Section 30, T3N R9E, Lease C133103 -S/2 of N/2 of Section 30, T-3-N, R-9-E, Richland County, IL

FARM BUREAU/Owner #825087 Lease #81009
Shatto/42814-The SW/4 of NE/4 of SW/4 of SEC. 20, TNP. 3 N, R G 9 E, Richland County, IL
Shatto, R.S. (12259) The E/2 of the SW/4 of the W/2 of the Sec.20, TNP.3N, R.G. 9 E, Richland Co.

CALIFORNIA

COOPER & BRAIN (Decalta Intl)/ Owner #147
HBP Lot 56, Blk.14, Tract 2600 North Wilmington Unit 74, Los Angeles County, CA

TEXAS

MARATHON OIL/Owner #42-93731025 Lease #9370493
Note: Marathon Payor for TXO PRODUCTION
TXO PRODUCTION/Owner# 43850900 Prop.#075520-01
Description: Simms, Collie 01-640 Acres, more or less, out of Juan Luis Chavert Survey, A-4
Recorded in Volume 735, Page 240.
Limestone County, Texas

UTAH

BURTON HANCOCK/Property #Hancock #3-14,Government 10-A and Lansdale 13-13
SE/4SW/4 Section 3-T17S-R25E
Grand County, Utah

LONE MOUNTAIN PROD./Owner #58341 Lease 20500-01
Federal No. 3-4 Fed. ID No. 81-0428858
Township 17 Sought, Range 25 East, Section 3: Lots 3,4, S/2 NW/4 - Section 4: Lot 1, and SE/4 NE/4, Grand County, UT

COLORADO

UNION OIL/UNOCAL Owner #281066-0
Lease 4-2-031-195-01/41 & 4-2-031-196-01
E/2 of Sec.34,T-44-N, R-16-W, further desc. as Tr.27 of Andy's Mesa Unit.
Lease 4-2-031-195-03/43 & 4-2-031-196-03
NE/4 of Sec.28, T-44-N, R-16-W, further desc. as a portion of Tr.1, of the Andy's Mesa Unit limited to all form. from surface dwn.to top of Paradox Sult Formation.
Lease 4-2-031-195-04/44 & 4-2-031-196-04
W/2 of Sec. 1, E/2 of Sec. 2, SE/4 of Sec. 11, NW/4 & S/2, SW/4 of Sec.12, W/2 NW/4 of Sec.13, all in T-43-N, R-16-W further desc. as a part of Tr.1-A of Andy's Mesa Unit, lim. to all form. from surface dwn. to top of Para. Salt Formations.
Lease 4-2-031-195-06/46 & 4-2-031-196-06
W/2 of Sec. 28, T-44-N, R-16-W, further desc. as a prt of Tr.17 of Andy's Mesa Unit, lim.to all formations from the surface dwn. to top of Paradox Salt Formation.
Lease 4-2-031-195-07/47 & 4-2-031-196-07
SE/4 SE/4 of Sec.2 (&) NW/4 of Sec.34, T-44-N, R-16-W, further desc. as part of Tr.17 of Andy's Mesa Unit.
Lease 4-2-031-195-09/49 & 4-2-031-196-10
All of Sec.4, Lots 1 & 2, S/2 NE/4 of Sec.5, T-43-N, R-16-W and E/2 of Sec.32, all of Sec. 33, T-44-N, R-16-W further described as Tr. 20 of Andy's Mesa Unit.
Lease 4-2-031-195-10/50 & 4-2-031-196-10
N/4 SW/4, W/2 SE/4, of Sec.29, T-44-N, R-16-W, further described as Tr.22 of the Andy's Mesa U.
Lease 4-2-031-195-11/51 Lots 3 & 4, S/2 NW/4, SW/4 of Sec. 2, and Lots 1 and 2, S/2 NE/4 of Sec. 3, T-43-N, R-16-W, further described as part of Tr.26 of the Andy's Mesa Unit.
Lease 4-2-031-19512/52 & 4-2-031-196-12
SW/4 of Sec. 34, T-44-N R-16-W, further desc. as Tract 28 of Andy's Mesa Unit. San Miguel Co.

NEW MEXICO

YATES PETROLEUM/Owner #522405 Lease #35830-008
Division Order #401-576-M-1
Township 24 South, Range 24 East, NMPM
Section 10: S 1/2 - Lechuguilla Canyon "BP"
Federal #1 Eddy County, New Mexico

DUGAN PRODUCTION CORP./Owner LA735 Leases:NM-055296/NM-22046
Property: DAM DEAL #1, HARD DEAL #2J, MF #1-4, MOUNTAIN #1, PAUL REVERE #210 Wells
Dam Deal #1: 5132101 NM -22046/05261 7010
T26N, R12W, NMPM Sec.7:SE/4, San Juan, NM
Hard Deal #2J Well: T26N-R12W, NMPM Sec.18: NE/4 San Juan, NM
Hard Deal #4: T26N, R12W, NMPM, Sec.18:NE/4
San Juan, NM

SOUTHERN UNION EXPLORATION/Owner #51437
Well #5014103 HARD DEAL #3 (SX#D503G)
TOWNSHIP 26 NORTH, RANGE 12 WEST, N.M.P.M.
Section 18: SE14 San Juan County, New Mexico

BEARD OIL CO./Owner #51439 Lease #305452-S
McCaw #1 CPN2201.030791 Company No. 090
N/2 Section 18-17S-24E Eddy County, New Mexico

DEKALB ENERGY CO./Owner #13317 Lease #14226-1
Division Order #14226 Coquina Federal #1
Township 16 South, Range 28 East, N.M.P.M.
Section 4: NE/4. Eddy County, NM

KAISER FRANCIS OIL CO./Owner #31807 Lease 06115
Bindel Federal Com. 1, Section 9-23S-27E,
Eddy County, New Mexico

READ & STEVENS, INC./Owner #11489 Prop.#006561
Loving Federal Com. #1, R & S #6561W, T23S,
Range 28 East, Sect. 4: N/2 Eddy Co., NM

AMOCO PRODUCTION CO./Owner #915725-00-6
Property #151906 Federal
Description:W/2 Section 17-T22S-26E Eddy County
Property #155072 Lancaster Spring Unit
Description:Section G and 1/2 Sec9-T22G R26E
Eddy County, NM

ROEMER OIL CO./ Owner #402-001 Lease 8949
Avalon 32 Federal #1, Eddy County, NM
N/2 Section 32, Township 20 South, Range 27
East, NMPM, Eddy County, NM

NAVAJO REFINING CO./Owner #16872 Lease #7781
Crow Flats 4 Federal Com #1 (Dekalb Energy Co.)
S/2 Sect. 4, Township 16 South, Range 28 East,
NMPM, Eddy County, NM

CHEVRON USA INC./Owner #1705623
Division Order #2472300 Agreement # 625434
824581 T19S, R32E, NMPM Section 4: NW/4, N/2,
SE/4, SW/4, SE/4, SW/4 SW/4 - Lea County, NM

NEW MEXICO

MERRION OIL & GAS CORP./Owner #55051
Property No. 06009-1/06009-2
Township 24 North, R8 West, Section 14:
160 Acres Shoofly #1, San Juan County, NM

MERIDIAN OIL SERVICES INC. /Owner #067803-01
Property #071049600 Detail ID 900-A-83403200 01
Shinnery Federal #1, Township 18 South, Range 32
East, NMPM Section 13: N/2 SW/4, Containing 80.
Acres, More or Less Well # 2935A/2935B
Lea County, NM

GARY WILLIAMS ENERGY/Owner #055450 Lease #30005-2
Taylor 30-15 Township 21 North, Range 3 West,
NMPM, Section 30: S/2. Sandoval County, NM

SAMUEL GARY & ASSOC./Rio Puero Property No. 60020
Taylor 30-15 Township 21 North, Range 3 West,
NMPM, Sec. 30: SW/4SE/4 Sandoval County, NM

QUIVIRA MINING CO./Owner 46502
Lease #29-04-0105-01; 1264-01
Section 19-014N-009W McKinley County, NM

WYOMING

MITCHELL ENERGY CORP./Owner #109730701
Property No. 00603AB and 00603AD
Mike's Draw (Teapot) Unit
Tract 23: S24: SW/4 SE/4, E/2 SE/4
Sec. 13: W/2 SE/4, SE/4 SE/4, T36N, R70W.
Lease 34097 (W70563)
Tract 26: Sec. 24: SW/4 SE/4, E/2 SE/4,
NW/4 SE/4, T36N, R70W. Lease 376492
Tract 27: Sec. 24: NE/4 NE/4, W/2 NE/4,
SE/4 NE/4, T36N, R70W. Lease 376492
Tract 28: Sec. 13: SE/4 SW/4, W/2 SW/4,
NE/4 SW/4, T36N, R70W.
Tract 29: Sec. 24: SW/4 NW/4, E2 NW/4,
NW/4 NW/4, T36N, R70W, Converse Co., WY

EIGHTY EIGHT OIL CO./Owner #10438
Lease #490017/454-110/663-002/425-056
425-075/454-010/30-170
Taylor Bell 12-1, Township 40 North,
Range 74 West, 6th PM Section 12: **ALL**
(Prima Explor.) South Bishop Ranch
Unit Tract #2, T48N, R70W, Sect. 35:
EI/2NE1/44 Campbell County, WY

PHILLIPS 66/Owner #503359 Lease ID #'s
1173-080071/080114/080335/080365/080491
090012/090051 T44N, R74W, 6th PM, Sec.
19: Lots 1,2,WE/4 NW/4, Sec.30: Lot 4,
SW/4 NE/4, E/2 SW/4, SE/4. T44N, R74W,
6th PM, Sec.19: Lots 1,2, SE/4 NW/4.
Sec. 30: Lot 4, SW/4 NE/4, E/2 SW/4, SE/4.
T44N, R74W, 6th PM. Sec. 19: Lots 1,2, SE/4
NW/4. Sec. 30: Lot 4, SW/4 NE/4, E/2 SW/4,
SE/4. Campbell County, WY

PHILLIPS 66 NATURAL GAS/Owner #503359
Lease No. 415059 VIRG-FEDERAL #1-2
Section 2-40N-74W, Converse Co., WY

WYOMING

PERMIAN-(CONOCO)/Owner #297349 (90012)
Lease No. 091768 Culp Draw Tract #1 & #13
Conoco Federal 1-19, Johnson County, WY

TEXACO TRADING & TRANS./Lease #35567
Federal 2-11 Township 43 N., Range 69 W.,
Sec. 2: Lots 3 & 4 SW/4 NW/4, SE/4 NW/4
US Lease No. W-18346, NRM C.A. #1003
Campbell Co., WY

TEXACO TRADING & TRANS./Lease #35733
Federal 3-31 Township 43 N., Range 69 W.,
Sec. 3: Lots 1 & 2, S/2 NE/4 (NE/4)
Federal Lease No. W-18346 (49-018346)
Campbell Co., WY

TEXACO TRADING & TRANS./Lease #35626
Federal 3-33 Township 43 N., Range 69 W.,
Sec. 3: SE/4, Limited To Production From
The Muddy Formation Communitization Agreement
U.S. Lease Tract #1: NE/4 SE/4 Section 3, W-9109
U.S. Lease Tract #2: NW/4 SE/4 Section 3, W-18346
Converse County, WY

EIGHTY EIGHT OIL CO./Owner #10438
Lease Assign. Nos. 490017/454-110/663-002/425-056
425-075/454-010/30-170
Prima Exploration, Inc. - South Bishop Ranch
Unit Tract #2, Township 48 N., Range 70 W.,
Section 35: EI/2NE1/44 Campbell County, WY

ENRON OIL & GAS CO./Owner 190568 Lease #36820
Culp Draw (Shannon "B" Sand) Unit T46N, R 77 W,
6th PM, Sec.3:SW 1/4, Sec.4:E 1/2, SW 1/4,
Sec.9:NE 1/4, Sec.10:All, Sec.11:SW 1/4,
Sec.13:SW 1/4, Sec.14:All, Sec.15:N 1/2, SE
1/4, Sec.23:All, Sec.24:All, Sec.25:All,
Sec.26:All, Sec.26:E 1/2, Sec.36:All.
T46N, R76W, 6th PM. Sec.30:SW 1/4, Sec.31:All,
Sec. 32: SW 1/4. T45N, R76W, 6th PM. Sec.1:
NE 1/4. T45N, R76W, 6th PM. Sec.5:SE 1/4, W
1/2, Sec.6:All, Sec.7:E 1/2, NW 1/4, Sec.8:
All, Sec.9:W 1/2, Sec.15:SW 1/4, Sec.16:All,
Sec.17:All, Sec.20:NE 1/4, Sec.21:All,
Sec.22:W 1/2, Sec.27:W 1/2, SE 1/4, Sec.28:
E 1/2, Sec.34:N 1/2.Johnson & Campbell Counties

EXXON COMPANY, USA/Owner #504369 DO #38869D
Lease #W-52811 T28N-114W, Sec. 8: Lots 11-14,
17-20, Sec. 9: S/2 SW/4, Sec. 16: SE/4 NE/4,
SE/4 SW/4, Sec. 21: NE/4 NW/4, N/2 NE/4, Sec.
22: NW/4 NW/4, Sec. 22, NW/4, NW/4, Sec. 20:
8-13, 18-20, Sec. 21: SE/4 NW/4, E/2 SW/4,
SE/4, S/2 NE/4, Sec. 8: Lots 2-10,15, Sec. 5:
Lots 14-15, 17-19, W/2 SE/4
Sublette County, WY

SONAT EXPLORATION CO./Owner #113345 Lease #6025-
050 Taylor Bell #12-1 Section 12-40N-74W
Converse County, WY

Page 6
Exhibit A

WYOMING

UNION PACIFIC RESOURCES/Owner #2196002-01
Property #047315 W-16211
T13N R99W, 6th PM Section 5: Lots 3, 4, SE 1/4 NW 1/4. T14N R99W, 6th PM Section 31: Lots 3, 4, E 1/2 SW 1/4, W 1/2 SE 1/4, T13N R100W, 6th PM. Section 1: Lots 3, 4 S 1/2 NW 1/4, N 1/2 S/W 1/4, SW 1/4 SW 1/4 Sweetwater County, WY

MERIDIAN OIL/Owner #067803-01 Detail ID 900-D-81074300 Russell 22-19/Muddy Township: 038N Range: 073W Section: 19 Converse County, WY

MARATHON OIL CO.(ENRON)/Owner #49-E1056902
Lease #E101962 Federal 1-10 E/2 SE/4, SEC. 10-52N-70W Campbell County, WY

TEXACO TRADING & TRANS./ Lease #38380
Andy Unit Tract #4, Township 50 N., Range 75 West, Section 6: SE/4 NE/4 (Part of Unit Tract 4) Tract No. 4-Federal Lease No. W-43687
Campbell County, WY

A.G. ANDRIKOPOULOS/Owner #051436 Lease Assignment No's. 100423/27/28/30/31/50
Castle Creek Unit, Township 33 North, Range 114 West. Sublette County, WY

PRESIDIO EXPLORATION, INC./Owner #410070
Property No. 5000419/5000427 Trui Lewis A
Culp Draw Unit, Townships 45 & 46 North, Ranges 76 & 77 West- TABLE MOUNTAIN PROSPECT #5000227 Campbell & Johnson Counties, WY

KAISER FRANCIS OIL/Owner #31807 Lease #14226-1
Lansdale Federal 1 T 17 N, R 99 W, 6th PM
Section 10:NE/4 SW/4, NW/SE/4
Sweetwater County, WY

ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT, made and entered into as of the 17th day of March, 1992, by and between MARINA PACIFICA OIL COMPANY (herein referred to as "Assignor"), and LONESOME DOVE PETROLEUM CO., a Texas corporation (hereinafter referred to as "Assignee").

WITNESSETH

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged Assignor and Assignee take the action described herein.

1. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under or derived from

A. All those oil and gas leases described in Exhibit A attached and incorporated herein by reference;

B. All of the presently existing operating and oil and gas sales and processing contracts and agreements, and all other contracts, agreements and interests which relate to the Oil and Gas Leases or to the production of oil, gas and other hydrocarbons from the attributable to the properties and subject hereto;

C. Without limiting the foregoing, all oil and gas leases, oil, gas and mineral leases or other interests therein covering the mineral leases or other interests therein covering the mineral estate on, to and under the lands specifically described or referred to in Exhibit A.

237873

RECORDED July 21 '92 11:30A
IN BOOK 88 MISC PAGE 706
FEES $ 22.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

even though Assignor's interests in and said lands be be incorrectly described in, or a description of such interests be omitted from, Exhibit A; and

D. All personal property, easements, permits, licenses, applications and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the Oil and Gas Leases or the production, treating, storing or transportation of oil, gas or other hydrocarbons, including, but not by way of limitation, all wells, casing, tubing, tanks, separators, rods, pumps, flow lines, buildings, fixtures, power lines, roads and other appurtenances.

2. Assignor hereby gives and grants unto Assignee and right of substitution and subrogation in and to all covenants and warranties heretofore given or made in respect of the interests sold, assigned, transferred, conveyed and granted by paragraph 1 hereto.

3. Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittance and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

4. Assignee does hereby accept the interests sold,

[redacted] hereto and further, does hereby convenant and agree to assume and keep, perform and be bound by each and all of the convenants, agreements and restrictions provided for in the Oil and Gas Leases to be kept and performed by the Lessee thereunder. Not by way of limitation, Assignee agrees that each and all of the provisions of the Oil and Gas Leases with respect to any transfer, sale, assignment, subleasing or encumbering by any assignee, transferee, purchaser, or lender, including other successors and assigns, remain in full force and effect and are binding upon Assignee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective from and after the day and year first above written.

Assignor
MARINA PACIFICA OIL COMPANY

By William M. Lansdale
William M. Lansdale
President

Assignee

LONESOME DOVE PETROLEUM CO.
a Texas corporation

By William M. Lansdale
William M. Lansdale
President

State of California)
)
County of Los Angeles)

On April 20, 1992 before me, Katherine S. Niehaus,
personally appeared William M. Lansdale,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Katherine S. Niehaus

OFFICIAL NOTARY SEAL
KATHERINE S NIEHAUS
Notary Public — California
LOS ANGELES COUNTY
My Comm Expires JUL 21,1995

EXHIBIT A

STATE/ASSET # OPERATOR & DESCRIPTION OWNER & PROPERTY NUMBERS

NORTH DAKOTA

JERRY CHAMBERS/ Owner #51435-1 Lease #32309011
AXEM RESOURCES/ Owner #51435, Lease 323010-001
Blacktail Federal 1-28 and Blacktail Federal 2-28, Lease 323090-001 Black Tail Unit Tract 1
Township 143 North, Range 101 West, 5th P.M.
Section 20: SE/4 Section 28: W/2 NE/4
Containing 240.0 acres, more or less
Billings County

MONTANA

COLUMBUS ENERGY/Owner #6371- Lease #2590009
Federal Lease #M-12691-A SE/4NE/4
Section 31-24N-59E, Richland County
MURPHY OLL/ Owner #015797 Lease #55673-000
Fort Gilbert #1 through #7 Wells
25-0005-E2, 25-0013-E4, 25-0014-E2, 25-0006-E4, 25-0007-E7, 25-0008-E4, 25-0009-E4
Section 32, Township 24 North, Range 59 East
Richland County

INDIANA

B P OIL CO./Owner #11551204293 Lease #1121202 #1221334 SE 1/4 of Fractional Sec. 33, T35, R14W, 152 Acres and 8 Acres described as: Beg. at NE Corner of Fractional Sec. 4: T45, R14W; thence South 2.325;T-W 33.56 Chains to Wabash River. Thence along back of river to N. line of Fract. Sec. 4; T.E34.89 Chains to beginning.
Richland County

FARM BUREAU/Owner #825087 Lease #81009
Doll, Blanche M. 168A(81009) 03635 S1/4 of Fract. S33:T3S, R14W Thence S 2.325 Chains;Thence W 33.56 Chains to the Wabash River; Thence along the bank of the river to the north line of fract. Sec.4; Thence East 34.89 Chains to beginning.
Posey County, Ind.

ILLINOIS

MARATHON OIL CO./Owner 12-C19111684 Lease C133087
S/2 S/2 FR NW/4, Section 30, T3N R9E, Lease C133103 -S/2 of N/2 of Section 30, T-3-N, R-9-E, Richland County, IL

FARM BUREAU/Owner #825087 Lease #81009
Shatto/42814-The SW/4 of NE/4 of SW/4 of SEC. 20, TNP. 3 N, R G 9 E, Richland County, IL
Shatto, R.S. (12259) The E/2 of the SW/4 of the W/2 of the Sec.20, TNP.3N, R.G. 9 E, Richland Co.

CALIFORNIA

COOPER & BRAIN (Decalta Intl)/ Owner #147
HBP Lot 56, Blk.14, Tract 2600 North Wilmington Unit 74, Los Angeles County, CA

[redacted] [redacted] [redacted]

TEXAS

MARATHON OIL/Owner #42-93731025 Lease #9370493
Note: Marathon Payor for TXO PRODUCTION
TXO PRODUCTION/Owner# 43850900 Prop.#075520-01
Description: Simms, Collie 01-640 Acres, more or less, out of Juan Luis Chavert Survey, A-4
Recorded in Volume 735, Page 240.
Limestone County, Texas

UTAH

BURTON HANCOCK/Property #Hancock #3-14,Government 10-A and Lansdale 13-13
SE/4SW/4 Section 3-T17S-R25E
Grand County, Utah

LONE MOUNTAIN PROD./Owner #58341 Lease 20500-01
Federal No. 3-4 Fed. ID No. 81-0428858
Township 17 Sought, Range 25 East, Section 3: Lots 3,4, S/2 NW/4 - Section 4: Lot 1, and SE/4 NE/4, Grand County, UT

COLORADO

UNION OIL/UNOCAL Owner #281066-0
Lease 4-2-031-195-01/41 & 4-2-031-196-01
E/2 of Sec.34,T-44-N, R-16-W, further desc. as Tr.27 of Andy's Mesa Unit.
Lease 4-2-031-195-03/43 & 4-2-031-196-03
NE/4 of Sec.28, T-44-N, R-16-W, further desc. as a portion of Tr.1, of the Andy's Mesa Unit limited to all form. from surface dwn.to top of Paradox Sult Formation.
Lease 4-2-031-195-04/44 & 4-2-031-196-04
W/2 of Sec. 1, E/2 of Sec. 2, SE/4 of Sec. 11, NW/4 & S/2, SW/4 of Sec.12, W/2 NW/4 of Sec.13, all in T-43-N, R-16-W further desc. as a part of Tr.1-A of Andy's Mesa Unit, lim. to all form. from surface dwn. to top of Para. Salt Formations.
Lease 4-2-031-195-06/46 & 4-2-031-196-06
W/2 of Sec. 28, T-44-N, R-16-W, further desc. as a prt of Tr.17 of Andy's Mesa Unit, lim.to all formations from the surface dwn. to top of Paradox Salt Formation.
Lease 4-2-031-195-07/47 & 4-2-031-196-07
SE/4 SE/4 of Sec.2 (&) NW/4 of Sec.34, T-44-N, R-16-W, further desc. as part of Tr.17 of Andy's Mesa Unit.
Lease 4-2-031-195-09/49 & 4-2-031-196-10
All of Sec.4, Lots 1 & 2, S/2 NE/4 of Sec.5, T-43-N, R-16-W and E/2 of Sec.32, all of Sec. 33, T-44-N, R-16-W further described as Tr. 20 of Andy's Mesa Unit.
Lease 4-2-031-195-10/50 & 4-2-031-196-10
N/4 SW/4, W/2 SE/4, of Sec.29, T-44-N, R-16-W, further described as Tr.22 of the Andy's Mesa U.
Lease 4-2-031-195-11/51 Lots 3 & 4, S/2 NW/4, SW/4 of Sec. 2, and Lots 1 and 2, S/2 NE/4 of Sec. 3, T-43-N, R-16-W, further described as part of Tr.26 of the Andy's Mesa Unit.
Lease 4-2-031-19512/52 & 4-2-031-196-12
SW/4 of Sec. 34, T-44-N R-16-W, further desc. as Tract 28 of Andy's Mesa Unit. San Miguel Co.

NEW MEXICO

YATES PETROLEUM/Owner #522405 Lease #35830-008
Division Order #401-576-M-1
Township 24 South, Range 24 East, NMPM
Section 10: S 1/2 - Lechuguilla Canyon "BP"
Federal #1 Eddy County, New Mexico

DUGAN PRODUCTION CORP./Owner LA735 Leases:NM-055296/NM-22046
Property: DAM DEAL #1, HARD DEAL #2J, MF #1-4, MOUNTAIN #1, PAUL REVERE #210 Wells
Dam Deal #1: 5132101 NM -22046/05261 7010
T26N, R12W, NMPM Sec.7:SE/4, San Juan, NM
Hard Deal #2J Well: T26N-R12W, NMPM Sec.18:
NE/4 San Juan, NM
Hard Deal #4: T26N, R12W, NMPM, Sec.18:NE/4
San Juan, NM

SOUTHERN UNION EXPLORATION/Owner #51437
Well #5014103 HARD DEAL #3 (SX#D503G)
TOWNSHIP 26 NORTH, RANGE 12 WEST, N.M.P.M.
Section 18: SE14 San Juan County, New Mexico

BEARD OIL CO./Owner #51439 Lease #305452-S
McCaw #1 CPN2201.030791 Company No. 090
N/2 Section 18-17S-24E Eddy County, New Mexico

DEKALB ENERGY CO./Owner #13317 Lease #14226-1
Division Order #14226 Coquina Federal #1
Township 16 South, Range 28 East, N.M.P.M.
Section 4: NE/4. Eddy County, NM

KAISER FRANCIS OIL CO./Owner #31807 Lease 06115
Bindel Federal Com. 1, Section 9-23S-27E,
Eddy County, New Mexico

READ & STEVENS, INC./Owner #11489 Prop.#006561
Loving Federal Com. #1, R & S #6561W, T23S,
Range 28 East, Sect. 4: N/2 Eddy Co., NM

AMOCO PRODUCTION CO./Owner #915725-00-6
Property #151906 Federal
Description:W/2 Section 17-T22S-26E Eddy County
Property #155072 Lancaster Spring Unit
Description:Section G and 1/2 Sec9-T22G R26E
Eddy County, NM

ROEMER OIL CO./ Owner #402-001 Lease 8949
Avalon 32 Federal #1, Eddy County, NM
N/2 Section 32, Township 20 South, Range 27
East, NMPM, Eddy County, NM

NAVAJO REFINING CO./Owner #16872 Lease #7781
Crow Flats 4 Federal Com #1 (Dekalb Energy Co.)
S/2 Sect. 4, Township 16 South, Range 28 East,
NMPM, Eddy County, NM

CHEVRON USA INC./Owner #1705623
Division Order #2472300 Agreement # 625434
824581 T19S, R32E, NMPM Section 4: NW/4, N/2,
SE/4, SW/4, SE/4, SW/4 SW/4 - Lea County, NM

NEW MEXICO

MERRION OIL & GAS CORP./Owner #55051
Property No. 06009-1/06009-2
Township 24 North, R8 West, Section 14:
160 Acres Shoofly #1, San Juan County, NM

MERIDIAN OIL SERVICES INC. /Owner #067803-01
Property #071049600 Detail ID 900-A-83403200 01
Shinnery Federal #1, Township 18 South, Range 32 East, NMPM Section 13: N/2 SW/4, Containing 80. Acres, More or Less Well # 2935A/2935B
Lea County, NM

GARY WILLIAMS ENERGY/Owner #055450 Lease #30005-2
Taylor 30-15 Township 21 North, Range 3 West, NMPM, Section 30: S/2. Sandoval County, NM

SAMUEL GARY & ASSOC./Rio Puero Property No. 60020
Taylor 30-15 Township 21 North, Range 3 West, NMPM, Sec. 30: SW/4SE/4 Sandoval County, NM

QUIVIRA MINING CO./Owner 46502
Lease #29-04-0105-01; 1264-01
Section 19-014N-009W McKinley County, NM

WYOMING

MITCHELL ENERGY CORP./Owner #109730701
Property No. 00603AB and 00603AD
Mike's Draw (Teapot) Unit
Tract 23: S24: SW/4 SE/4, E/2 SE/4
Sec. 13: W/2 SE/4, SE/4 SE/4, T36N, R70W.
Lease 34097 (W70563)
Tract 26: Sec. 24: SW/4 SE/4, E/2 SE/4, NW/4 SE/4, T36N, R70W. Lease 376492
Tract 27: Sec. 24: NE/4 NE/4, W/2 NE/4, SE/4 NE/4, T36N, R70W. Lease 376492
Tract 28: Sec. 13: SE/4 SW/4, W/2 SW/4, NE/4 SW/4, T36N, R70W.
Tract 29: Sec. 24: SW/4 NW/4, E2 NW/4, NW/4 NW/4, T36N, R70W, Converse Co., WY

EIGHTY EIGHT OIL CO./Owner #10438
Lease #490017/454-110/663-002/425-056 425-075/454-010/30-170
Taylor Bell 12-1, Township 40 North, Range 74 West, 6th PM Section 12: **ALL**
(Prima Explor.) South Bishop Ranch Unit Tract #2, T48N, R70W, Sect. 35: EI/2NE1/44 Campbell County, WY

PHILLIPS 66/Owner #503359 Lease ID #'s 1173-080071/080114/080335/080365/080491 090012/090051 T44N, R74W, 6th PM, Sec. 19: Lots 1,2,WE/4 NW/4, Sec.30: Lot 4, SW/4 NE/4, E/2 SW/4, SE/4. T44N, R74W, 6th PM, Sec.19: Lots 1,2, SE/4 NW/4. Sec. 30: Lot 4, SW/4 NE/4, E/2 SW/4, SE/4. T44N, R74W, 6th PM. Sec. 19: Lots 1,2, SE/4 NW/4. Sec. 30: Lot 4, SW/4 NE/4, E/2 SW/4, SE/4. Campbell County, WY

PHILLIPS 66 NATURAL GAS/Owner #503359
Lease No. 415059 VIRG-FEDERAL #1-2
Section 2-40N-74W, Converse Co., WY

WYOMING

PERMIAN-(CONOCO)/Owner #297349 (90012)
Lease No. 091768 Culp Draw Tract #1 & #13
Conoco Federal 1-19, Johnson County, WY

TEXACO TRADING & TRANS./Lease #35567
Federal 2-11 Township 43 N., Range 69 W.,
Sec. 2: Lots 3 & 4 SW/4 NW/4, SE/4 NW/4
US Lease No. W-18346, NRM C.A. #1003
Campbell Co., WY

TEXACO TRADING & TRANS./Lease #35733
Federal 3-31 Township 43 N., Range 69 W.,
Sec. 3: Lots 1 & 2, S/2 NE/4 (NE/4)
Federal Lease No. W-18346 (49-018346)
Campbell Co., WY

TEXACO TRADING & TRANS./Lease #35626
Federal 3-33 Township 43 N., Range 69 W.,
Sec. 3: SE/4, Limited To Production From
The Muddy Formation Communitization Agreement
U.S. Lease Tract #1: NE/4 SE/4 Section 3, W-9109
U.S. Lease Tract #2: NW/4 SE/4 Section 3, W-18346
Converse County, WY

EIGHTY EIGHT OIL CO./Owner #10438
Lease Assign. Nos. 490017/454-110/663-002/425-056
425-075/454-010/30-170
Prima Exploration, Inc. - South Bishop Ranch
Unit Tract #2, Township 48 N., Range 70 W.,
Section 35: EI/2NE1/44 Campbell County, WY

ENRON OIL & GAS CO./Owner 190568 Lease #36820
Culp Draw (Shannon "B" Sand) Unit T46N, R 77 W,
6th PM, Sec.3:SW 1/4, Sec.4:E 1/2, SW 1/4,
Sec.9:NE 1/4, Sec.10:All, Sec.11:SW 1/4,
Sec.13:SW 1/4, Sec.14:All, Sec.15:N 1/2, SE
1/4, Sec.23:All, Sec.24:All, Sec.25:All,
Sec.26:All, Sec.26:E 1/2, Sec.36:All.
T46N, R76W, 6th PM. Sec.30:SW 1/4, Sec.31:All,
Sec. 32: SW 1/4. T45N, R76W, 6th PM. Sec.1:
NE 1/4. T45N, R76W, 6th PM. Sec.5:SE 1/4, W
1/2, Sec.6:All, Sec.7:E 1/2, NW 1/4, Sec.8:
All, Sec.9:W 1/2, Sec.15:SW 1/4, Sec.16:All,
Sec.17:All, Sec.20:NE 1/4, Sec.21:All,
Sec.22:W 1/2, Sec.27:W 1/2, SE 1/4, Sec.28:
E 1/2, Sec.34:N 1/2.Johnson & Campbell Counties

EXXON COMPANY, USA/Owner #504369 DO #38869D
Lease #W-52811 T28N-114W, Sec. 8: Lots 11-14,
17-20, Sec. 9: S/2 SW/4, Sec. 16: SE/4 NE/4,
SE/4 SW/4, Sec. 21: NE/4 NW/4, N/2 NE/4, Sec.
22: NW/4 NW/4, Sec. 22, NW/4, NW/4, Sec. 20:
8-13, 18-20, Sec. 21: SE/4 NW/4, E/2 SW/4,
SE/4, S/2 NE/4, Sec. 8: Lots 2-10,15, Sec. 5:
Lots 14-15, 17-19, W/2 SE/4
Sublette County, WY

SONAT EXPLORATION CO./Owner #113345 Lease #6025-
050 Taylor Bell #12-1 Section 12-40N-74W
Converse County, WY

WYOMING

UNION PACIFIC RESOURCES/Owner #2196002-01
Property #047315 W-16211
T13N R99W, 6th PM Section 5: Lots 3, 4, SE 1/4 NW 1/4. T14N R99W, 6th PM Section 31: Lots 3, 4, E 1/2 SW 1/4, W 1/2 SE 1/4, T13N R100W, 6th PM. Section 1: Lots 3, 4 S 1/2 NW 1/4, N 1/2 S/W 1/4, SW 1/4 SW 1/4 Sweetwater County, WY

MERIDIAN OIL/Owner #067803-01 Detail ID 900-D-81074300 Russell 22-19/Muddy Township: 038N Range: 073W Section: 19 Converse County, WY

MARATHON OIL CO.(ENRON)/Owner #49-E1056902
Lease #E101962 Federal 1-10 E/2 SE/4, SEC. 10-52N-70W Campbell County, WY

TEXACO TRADING & TRANS./ Lease #38380
Andy Unit Tract #4, Township 50 N., Range 75 West, Section 6: SE/4 NE/4 (Part of Unit Tract 4) Tract No. 4-Federal Lease No. W-43687
Campbell County, WY

A.G. ANDRIKOPOULOS/Owner #051436 Lease Assignment No's. 100423/27/28/30/31/50
Castle Creek Unit, Township 33 North, Range 114 West. Sublette County, WY

PRESIDIO EXPLORATION, INC./Owner #410070
Property No. 5000419/5000427 Trui Lewis A
Culp Draw Unit, Townships 45 & 46 North, Ranges 76 & 77 West- TABLE MOUNTAIN PROSPECT #5000227 Campbell & Johnson Counties, WY

KAISER FRANCIS OIL/Owner #31807 Lease #14226-1
Lansdale Federal 1 T 17 N, R 99 W, 6th PM
Sweetwater County, WY

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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)

0050286-000

Lease Serial No.
W-036054

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Enron Oil & Gas Company (Successor in Interest thru merger
   Street P. O. Box 1188 with Belco Development Corp.)
   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 27 NORTH, RANGE 113 WEST, 6TH P.M. Section 27: NW/4NE/4 Containing 40.00 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	-0-	4%

237936

RECORDED July 27 1992 3:00 P M
IN BOOK 88 MISC PAGE 715
FEES $8.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective JUL 01 1992

By /S/ PAMELA J. LEWIS (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUL 16 1992 (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 [redacted]

4. If any payments out of production or similar interests, arrangements or payments have previously been created out of the interest being transferred, or if any such payments or interests are reserved under this transfer include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.

5. The lease account must be in good standing before this transfer (sublease) can be approved (43 CFR 3106 and 3241.)

6. Transfer, if approved, takes effect on the first day of the month following date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the transfer.

7. Overriding royalty and payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

8. Upon approval of a transfer of operating rights [redacted] the sublessee is responsible for all lease obligations under the lease [redacted] ferred to the sublessee.

2. This information will be used to create and maintain a record of oil and gas geothermal lease activities.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease transfer application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process transfers of operating rights (subleases) for oil and gas/geothermal resources leases.

Tear

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.

State of Texas §

County of Harris §

This 12th
~~The foregoing~~ instrument was acknowledged before me this _____ day of June, 1992, by Robert J. Hermann, as *Vice-President, Tax*, of Belco Petroleum Corporation.

WITNESS my hand and official seal.

My Commission Expires:

11/10/92

Notary Public in and for the
STATE OF TEXAS

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 each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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 12th day of June, 19 92.

Name of Transferor Belco Petroleum Corporation
Please type or print

Transferor or Attorney-in-fact Robert J. Hermann, Vice-President, Tax

(Signature)

P. O. Box 1188
(Transferor's Address)

Houston, TX 77251-1188
(City) (State) (Zip Code)

Executed this 24th day of June, 19 92

Transferee or Attorney-in-fact Enron Oil & Gas Company (Successor in interest thru merger with Belco Development Corp.)

R. H. Leffingwell
Agent & Attorney-in-fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

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

716

717

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-120908

Lease Effective Date
(Anniversary Date)
August 1, 1990

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMURRY OIL COMPANY
   Street P.O. Box 220
   City, State, ZIP Code Casper, WY 82602

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 107 West, 6th P.M. Section 10: S½ Section 15: All Section 17: All Section 20: E½ Section 21: All Section 22: All Section 23: All Section 27: All Section 28: N½ Containing 4,800.00 acres, more or less, Sublette County, Wyoming	100%	100%	0%	2½%	0%

237998
RECORDED July 29 1992 1:20 PM
IN BOOK 88 OF OIL & GAS PAGE 717
FEES $8.00 Mary L. Lee 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)

In t[redacted]t Assignee shall desire to [redacted]ender all or any part of the acreage covered hereby, said Assignee shall notify the undersigned Assognor by Certified Mail 30 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished.

A C K N O W L E D G E M E N T

STATE OF WYOMING)
) SS:
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 20 day of July, 1992, by L. M. Grace, Jr.

NEYSA M. ERICKSON-Notary Public
County Of Natrona
My Commission Expires: State Of Wyoming
My Commission Expires Sept. 5, 1994

Neysa M. Erickson
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 20th day of July, 1992

Name of Assignor as shown on current lease L. M. Grace, Jr.
Please type or print

Assignor or Attorney-in-fact _____ (Signature)

_____ (Signature)

P.O. Box 1887
(Assignor's Address)

Casper, Wyoming 82602
(City) (State) (Zip Code)

Executed this 22nd day of July, 1992

Assignee or Attorney-in-fact _____ (Signature)
PRESIDENT, McMurry Oil Co

(Signature)

NOTARY ACKNOWLEDGMENT

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 20th day of July, 1992, by John W. Martin, President, of McMurry Oil Company, a Wyoming corporation.

WITNESS my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
(SEAL) My Commission Expires Jan. 23, 1995

James W. Curry
Notary Public
P O Box 220
Casper, Wyoming 82602

My commission Expires: Jan. 23, 1995

7/E

719

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie E. Davis Gildemeister, a femme sole, of 311 Nottingham West Apt. 324, San Antonio, Bexar County, Texas 78209, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Serial Number 0-11507, which lease was issued by the State of Wyoming, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range 109 West, 6th p.m.
Section 16: All

Containing 640 acres, more or less.

WHEREAS, the said Robbie E. Davis Gildemeister desires to sell and assign to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis Gildemeister does hereby sell, assign, transfer, convey and set over unto Robbie E. Davis-Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis Gildemeister has hereunto set her hand this 24th day of July, 1992.

Robbie E. Davis Gildemeister
Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Bexar

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis Gildemeister known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of July, 1992.

Sylvia Settles
Notary Public in and for the State of Texas

My commission expires
6-15-93

SYLVIA SETTLES
Notary's Printed Name

SYLVIA SETTLES
MY COMMISSION EXPIRES
June 15, 1993

238015

RECORDED July 30 19 92 3:25 P M
IN BOOK 88 OF M L PAGE 719
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: Bethany A. Walker

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie E. Davis Gildemeister, a femme sole, of 311 Nottingham West Apt. 324, San Antonio, Bexar County, Texas 78209, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 08593, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range 111 West, 6 p.m. (Mesa Unit)
Section 17: S/2 NE/4, W/2, SE/4
Section 18: Lots, 1,2,3,4 E/2 W/2, E/2 (All)
Section 19: E/2
Section 20: All
Section 21: N/2 S/2, NW/4, W/2 NE/4

Containing 2560 acres, more or less.

1.75% Overriding Royalty

WHEREAS, the said Robbie E. Davis Gildemeister desires to sell and assign to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis Gildemeister does hereby sell, assign, transfer, convey and set over unto Robbie E. Davis-Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis Gildemeister has hereunto set her hand this 24th day of July, 1992.

Robbie E. Davis Gildemeister
Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Bexar

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis Gildemeister known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of July, 1992.

Sylvia Settles
Notary Public, in and for the State of Texas

My commission expires
6-15-93

Sylvia Settles
Notary's Printed Name

SYLVIA SETTLES
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 15, 1993

238016

RECORDED July 30 19 92 3:25 PM
IN BOOK 88 M N & R PAGE 720
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

720

Deputy Bethany A. Walker

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie E. Davis Gildemeister, a femme sole, of 311 Nottingham West Apt. 324, San Antonio, Bexar County, Texas 78209, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Serial Number 08592, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range 109 West, 6th p.m.
Section 21: S/2 S/2
Section 28: All
Section 29: All
Section 32: E/2
Section 33: All
Section 34: W/2 W/2

Containing 2560 acres, more or less.

1.75% Overriding Royalty

WHEREAS, the said Robbie E. Davis Gildemeister desires to sell and assign to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis Gildemeister does hereby sell, assign, transfer, convey and set over unto Robbie E. Davis-Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis Gildemeister has hereunto set her hand this 24th day of July, 1992.

Robbie E. Davis Gildemeister
Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Bexar

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis Gildemeister known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of July, 1992.

Sylvia Settles
Notary Public, in and for the State of Texas

My commission expires
6-15-93

SYLVIA SETTLES
Notary's Printed Name

SYLVIA SETTLES
MY COMMISSION EXPIRES
June 15, 1993

238017

RECORDED July 30 19 92 3:25 P M
IN BOOK 88 MISC RECORDS PAGE 721
FEES $ 6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany A. L[redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie E. Davis Gildemeister, a femme sole, of 311 Nottingham West Apt. 324, San Antonio, Bexar County, Texas 78209, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 08588, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 33 North, Range 109 West, 6th p.m.
Section 5: SW/4, SW/4 SE/4
Section 6: SE/4
Section 7: Lots 2,3,4, E/2 W/2, E/2
Section 8: All
Section 17: N/2 NE/4

Containing 1669.79 acres, more or less.

1.5% overriding royalty

WHEREAS, the said Robbie E. Davis Gildemeister desires to sell and assign to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis Gildemeister does hereby sell, assign, transfer, convey and set over unto Robbie E. Davis-Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis Gildemeister has hereunto set her hand this 24th day of July, 1992.

Robbie E. Davis Gildemeister
Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Bexar

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis Gildemeister known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and considération therein expressed.

Given under my hand and seal of office this 24th day of July, 1992.

Sylvia Settles
Notary Public, in and for the State of Texas

My commission expires
6-15-93

Sylvia Settles
Notary's Printed Name

SYLVIA SETTLES
MY COMMISSION EXPIRES
JUNE 15, 1993

238018

RECORDED July 30 AT 92 3:25 PM
IN BOOK 88 MISC ALL PAGE 722
FEES $6.00 Mary L Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

722

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie E. Davis Gildemeister, a femme sole, of 311 Nottingham West Apt. 324, San Antonio, Bexar County, Texas 78209, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 08590, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 29 North, Range 107 West, 6th p.m.
Section 4: Lots 1,2,3,4 S/2 N/2, S/2
Section 5: Lots 1,2,3,4 S/2 N/2, S/2

Containing 1278.60 acres

1.5% Overriding Royalty

WHEREAS, the said Robbie E. Davis Gildemeister desires to sell and assign to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis Gildemeister does hereby sell, assign, transfer, convey and set over unto Robbie E. Davis-Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

24th IN WITNESS WHEREOF, the said Robbie E. Davis Gildemeister has hereunto set her hand this ____ day of July, 1992.

Robbie E. Davis Gildemeister
Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Bexar

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis Gildemeister known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of July, 1992.

Sylvia Settles
Notary Public in and for the State of Texas

My commission expires
6-15-93

SYLVIA SETTLES
Notary's Printed Name

SETTLES
EXPIRES
1993

238019

RECORDED July 30 19 92 3:25 P M
IN BOOK 88 PAGE 723
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie E. Davis Gildemeister, a femme sole, of 311 Nottingham West Apt. 324, San Antonio, Bexar County, Texas 78209, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 08589, which lease was issued by the United States of America, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 32 North, Range 109 West, 6th p.m.
Section 5: Lots 1,2,3,4 S/2
Section 6: Lots 1 through 10, inclusive, SE/4
Section 7: E/2
Section 8: All
Section 17: All

Containing 2534.41 acres, more or less.

1.5% Overriding Royalty

WHEREAS, the said Robbie E. Davis Gildemeister desires to sell and assign to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis Gildemeister does hereby sell, assign, transfer, convey and set over unto Robbie E. Davis-Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis Gildemeister has hereunto set her hand this 24th day of July, 1992.

Robbie E. Davis Gildemeister
Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Bexar

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis Gildemeister known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of July, 1992.

Sylvia Settles
Notary Public, in and for the State of Texas

My commission expires
6-15-93

SYLVIA Settles
Notary's Printed Name

SYLVIA SETTLES
MY COMMISSION EXPIRES
June 15, 1993

238020

RECORDED July 30 1992 3:25 PM
IN BOOK 88 Misc Y PAGE 724
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

724

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned, Robbie E. Davis Gildemeister, a femme sole, of 311 Nottingham West Apt. 324, San Antonio, Bexar County, Texas 78209, is the owner of record of an overriding royalty under that certain oil and gas lease bearing Wyoming Serial Number 0-11528-A, which lease was issued by the State of Wyoming, and covers lands in the County of Sublette, state of Wyoming, described as follows:

Township 30 North, Range 108 West, 6th p.m.
Section 16: S/2
Section 36: All

Containing 960 acres, more or less.

4% Overriding Royalty

WHEREAS, the said Robbie E. Davis Gildemeister desires to sell and assign to Robbie Elizabeth Davis-Floyd, 804 Crystal Creek Drive, Austin, Travis County, Texas, 78746, the aforesaid overriding royalty on the said oil and gas lease.

NOW, THEREFORE, for and in consideration of ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby confessed and acknowledged, the said Robbie E. Davis Gildemeister does hereby sell, assign, transfer, convey and set over unto Robbie E. Davis-Floyd the aforesaid overriding royalty of all oil, gas, and other hydrocarbon substances and minerals produced, saved, and sold from the last above-described lands pursuant to said oil and gas lease or any division, amendment, renewal or extension thereof, or under any preference right lease issued covering all or any part of the last above-described lands.

IN WITNESS WHEREOF, the said Robbie E. Davis Gildemeister has hereunto set her hand this 16 day of July, 1992.

Robbie E. Davis Gildemeister
Signature

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Bexar

Before me, the undersigned authority, on this day personally appeared Robbie E. Davis Gildemeister known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24th day of July, 1992.

Sylvia Settles
Notary Public in and for the State of Texas

My commission expires
6-15-93

SYLVIA Settles
Notary's Printed Name

SYLVIA SETTLES
NOTARY PUBLIC EXPIRES
June 15 1993

238021

RECORDED July 30 19 92 3:25P M
IN BOOK EE 9M-N 4 6 PAGE 725
FEES $6.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Liz Bethany A. Wall

QUITCLAIM CONVEYANCE OF OIL AND GAS PROPERTIES AND BILL OF SALE

THIS QUITCLAIM CONVEYANCE OF OIL AND GAS PROPERTIES AND BILL OF SALE ("Conveyance"), dated effective April 1, 1992 (the "Effective Date"), is made by AEJH 1987 LIMITED PARTNERSHIP whose address is 701 Cedar Lake Blvd., Oklahoma City, Oklahoma 73114, ("Transferor"), and CHANDLER & ASSOCIATES, INC., a Colorado corporation, whose address is 1850 Anaconda Tower, 555 17th Street, Denver, Colorado 80202, ("Transferee")

RECORDED July 30 19 92 4:15 PM
IN BOOK 88 MISC RECORDS PAGE 726
FEES $16.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

238027

WITNESSETH:

Transferor, 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, hereby quitclaims, sells, assigns and transfers unto Transferee, its successors and assigns forever, without warranty or covenant of title, express or implied, the following: by Bethany Walker

A. All present right, title and interest of Transferor in and to what are commonly referred to as the "Mickelson Creek" and "Ote Creek" units and properties, including, but not limited to, all present right, title and interest of Transferor in, to and under the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, including, but not limited to, all leasehold (working interest) rights, overriding royalty interests, royalty interests, carried working interests, net profits interests and currently held reversionary rights and all rights incident and appurtenant thereto; and

B. All right, title and interest of Transferor in, to and under or derived from all currently (as of the Effective Date) 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 contracts, agreements and instruments, whether or not described or referred to in Exhibit "A" hereto INSOFAR AND ONLY INSOFAR as the same directly relate to or are appurtenant to the interests referred to in subparagraph A above, and the exploration for and the production, processing or marketing of oil, gas and/or other minerals from such interests or other interests or lands presently pooled, unitized or communitized therewith; and

C. All right, title and interest of Transferor in, to and under or derived from all presently (as of the Effective Date) existing and effective oil and gas pooling (including, but not limited to, working interest pools), unitization and communitization agreements, declarations, designations and orders and all oil and/or gas units created thereby or by other official acts of any federal, state or local governmental body or agency having jurisdiction, whether or not described or referred to in Exhibit "A" hereto, insofar as the same relate to and correspond to the interests described at subparagraph A above; and

D. All present right, title and interest of Transferor in and to all personal property, fixtures, structures, easements, permits, licenses, servitudes and rights-of-way of every character now or as of the Effective Date situated upon or appurtenant to, and used or held for use solely and directly in connection with the exploration, development or operation of the properties referred to in subparagraph A above, or of any unit, pooled area or communitized area that as of the Effective Date includes any such properties, for the production, treating, storing, transportation or marketing of oil, gas or other minerals, including, without limitation, all oil and gas wells, 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 other appurtenances.

The rights, titles and interests hereinabove referred to in subparagraphs A through D above are herein collectively called the "Conveyed Properties."

TO HAVE AND TO HOLD the Conveyed Properties unto said Transferee, its successors and assigns, subject to the terms, exceptions, reservations, provisions, covenants and agreements set forth above and below.

1. Transferee, by acceptance of the Conveyance, takes it subject to and hereby covenants and agrees to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Transferor relating to the Conveyed Properties effective as of or arising subsequent to the Effective Date, including, without limitation, the terms and conditions of all of the following: all matters of record; all valid recorded operating, unit, pooling and communitization agreements; all oil and gas lease terms (including any applicable implied covenants); all valid recorded 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 farmout and farmin agreements; all recorded area of mutual interest agreements; all recorded preferential purchase rights and valid reassignment rights held by third parties; and all other recorded agreements, contracts, orders and instruments of every kind relating to the Conveyed Properties, including, but not limited to, those described or referred to in this Conveyance. Without limiting the generality of the foregoing, Transferee 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 Transferor to properly plug and abandon all wells (including, but not limited to, any temporarily abandoned wells) now or hereafter located on the lease lands described at Exhibit "A" hereto or

leases and lands unitized, pooled, communitized or jointly operated therewith, and to remove all equipment and facilities and to restore the lease lands and the leases and lands unitized, pooled, communitized or jointly operated therewith.

2. By acceptance of this Conveyance, Transferee acknowledges that Transferee has relied solely on its own independent investigation of the Conveyed Properties. Transferee covenants that Transferee has inspected the Conveyed Properties and accepts the same "AS IS" and "WHERE IS". Transferee understands and agrees that this sale is made on an "as is, where is" basis and Transferee releases Transferor from any liability with respect thereto whether or not caused by or attributed to Transferor's negligence. Without limiting the above, Transferee waives its right to recover from Transferor and forever releases and discharges Transferor from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgements, costs, or expenses whatsoever, (including without limitation, attorney's fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the premises or any law or regulation applicable thereto.

No warranty of any type, express, statutory, or implied, including, but not limited to warranty title, is made hereby and Transferor expressly disclaims any such warranties as to any or all of the Properties subject hereto. Transferee acknowledges that it has inspected and has satisfied itself as to the condition of the Properties. ALL WELLS, FIXTURES, FACILITIES, EQUIPMENT, LINES AND MATERIALS ARE INTENDED TO BE AND ARE HEREBY SOLD AND PURCHASED ON AN "AS IS, WHERE IS", "WITH ALL FAULTS" BASIS. Transferor makes no representation, covenant or warranty, express, statutory, or implied, as to the value, merchantability, design, condition, operation, quantity, durability, quality of material or workmanship, fitness for use, or against any type of infringement of such personal property whether arising from the course of performance, course of dealing, usage of trade, or otherwise. Transferee acknowledges that this Assignment is made at Transferee's peril and risk.

3. This Conveyance shall be binding upon and inure to the benefit of Transferor and Transferee, and their respective heirs, successors and assigns. Transferor specifically agrees to execute any further conveyances required to effect a complete transfer of its interests delineated in this Conveyance.

Executed on the dates contained in the acknowledgments of this Conveyance, to be effective for all purposes as of the Effective Date.

ATTEST:

ALEXANDER ENERGY CORPORATION,
as General Partner for AEJH
1987 Limited Partnership

By: _____

By: _____
Roger G. Alexander
Vice President

ACKNOWLEDGMENT

STATE OF)
) ss
COUNTY OF)

This instrument was executed before me on the 13th day of June, 1992, by Roger G. Alexander, Vice President of Alexander Energy Corporation, as General Partner for AEJH 1987 Limited Partnership.

My Commission Expires
August 5, 1994

_____
Notary Public

THIS CONVEYANCE IS AGREED TO AND ACCEPTED BY:

ATTEST:

CHANDLER & ASSOCIATES, INC.

_____
Scott R. Ridl, Secretary

By: _____
Timothy L. Garnett, President

ACKNOWLEDGMENT

STATE OF COLORADO)
CITY AND) ss
COUNTY OF DENVER)

This instrument was executed before me on the 25th day of June, 1992, by Timothy L. Garnett, President of Chandler & Associates, Inc., a Colorado corporation, on behalf of said corporation.

My Commission Expires

June 21, 1992

_____
Anna Marie Preston, Notary Public

EXHIBIT "A"
To Quitclaim Conveyance of Oil and Gas Properties
and Bill of Sale

(effective April 1, 1992)

LIST OF PROPERTIES

I. Mickelson & Ote Creek Units
Sublette County, Wyoming

Federal and other Oil, Gas and Mineral Leaseholds, including those covering the following described lands in Sublette County, Wyoming:

1) T32N-R114W
- Section 19: SW/4 NE/4, NW/4 SE/4, S/2SE/4
- Section 19: SE/4 NE/4, NE/4 SE/4
- Section 30: Lots 3, 4, E/2 SW/4

2) T32N-R114W
- Section 17: SW/4 NW/4, NW/4 SW/4, S/2 SW/4
- Section 18: E/2
- Section 20: NW/4, N/2 SW/4
- Section 17: NW/4 NW/4
- Section 17: E/2, E/2 NW/4, NE/4 SW/4
- Section 20: NE/4, N/2 SE/4

3) T32N-R114W
- Section 20: S/2 SE/4
- Section 20: S/2 SW/4

4) T32N-R114W
- Section 29: NE/4, S/2
- Section 32: N/2, E/2 SW/4, SE/4

5) T31N-R114W
- Section 5: Lot 4, SW/4 NW/4, NW/4 SE/4, S/2 S/2
- Section 8: NE/4, S/2
- Section 17: N/2, SW/4, SE/4
- Section 20: All

6) T32N-R114W
- Section 7: Lots 1, 2, S/2 NE/4, SE/4

7) T33N-R114W
- Section 22: NE/4 NE/4, S/2 NE/4, SE/4

8) T33N-R114W
- Section 28: NE/4, S/2 NW/4, N/2 SE/4, SW/4 SE/4

9) T33N-R114W
- Section 33: N/2 N/2, S/2 NW/4

EXHIBIT "A", CONTINUED

10) T33N-R114W
- Section 33: NW/4 SW/4, S/2 S/2
- Section 34: SW/4 SW/4

11) T33N-R114W
- Section 21: SW/4

12) T33N-R114W
- Section 16: E/2

13) T32N-R114W
- Section 19: NE/4 NE/4

14) T32N-R114W
- Section 8: Lots 3, 4, S/2 NW/4, N/2 SW/4
- Section 29: NW/4
- Section 30: W/2 NE/4, SE/4
- Section 30: E/2 NE/4
- Section 31: Lots 1, 2, E/2 NW/4
- Section 31: Lots 3, 4, E/2 SW/4

Including all agreements and matters pertaining thereto, as set out in this Instrument.

[redacted] TO LEASE AND LEASE FOR [redacted] ND 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 McMurry Oil Co
   Street Box 220
   City, State, Zip Code Casper, Wy 82602

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.: 269 *Sale Date (m/d/y): 6 / 2 / 92
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R.	Meridian	State	County

Amount remitted: Filing fee $ 75.00 Rental fee $ 150 Total acres applied for 2478
Total $ 3792.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

238057

SEE ATTACHED

RECORDED August 3 1992 3:00 P M
IN BOOK 88 MISC. PAGE 732
FEES $10.00 Mary L. Kinkaid COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease 2477.68
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

[✓] Noncompetitive lease (ten years)

[ ] Competitive lease (five years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by _____
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER JUN 30 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE JUL 01 1992

(Continued on reverse)

WY-18-010-00063-00 FOR ASSIGNE

732

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 3rd day of June, 19 92. Mick McAlvany

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals--Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds--A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection--Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. GOVERNMENT PRINTING OFFICE 1988 -673-016/95010

WYW127189 2477.680 Acres
T.027ON, R.107OW, 06th PM, WY
sec. 004 LOTS 1-4;
004 S2N2,S2;
005 LOTS 1-4;
005 S2N2,S2;
007 E2;
008 N2,N2SE,SESE;
017 SWNE,W2,N2SE;
Sublette County

OFFER TO LEASE AND LEASE FOR OIL AND GAS 735

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 McMurry Oil Co.
   Street Box 220
   City, State, Zip Code Casper WY 82602

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.: 270 *Sale Date (m/d/y): 6 / 2 / 92
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R.	Meridian	State	County

Amount remitted: Filing fee $ 75.00 Rental fee $ 1.50 Total acres applied for 1280
Total $ 1995

DO NOT WRITE BELOW THIS LINE

3 Land included in lease

T.	R.	Meridian	State	County

SEE ATTACHED 238058

RECORDED August 3 19 92 3:00 P M
IN BOOK E&P 042 PAGE 735
FEES $10.00 Mary D. Pentecost COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 Clarence E. Spelts
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER JUN 30 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE JUL 01 1992

(Continued on reverse)

WY-18-010-00064-06

FOR ASSIGNEE

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 3rd day of June, 19 92. Mick McMurry

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default - If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. GOVERNMENT PRINTING OFFICE 1988 673-016/95010

WYW127190 1280.000 Acres
T.027ON, R.107OW, 06th PM, WY
sec. 014 ALL;
023 ALL;
Sublette County

Form 3100-11
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERI[redacted]
BUREAU OF LAND MANAGEMENT

01109

Serial No. [redacted]

WYW127191

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 McMurry Oil Co.
   Street Box 220
   City, State, Zip Code Casper, Wy 82602

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.: 271 *Sale Date (m/d/y): 6 / 2 / 92

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R.	Meridian	State	County

Amount remitted: Filing fee $ 75.00 Rental fee $ 1.50 Total acres applied for 1749
Total $ 2698.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T	R.	Meridian	State	County

238059

SEE ATTACHED

RECORDED August 3 19 92 3:00 PM
IN BOOK 88 Pct 4 PAGE 738
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease 1749.24
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☑ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER JUN 30 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE JUL 01 1992

(Continued on reverse)

WY-18-010-00065-00

FOR ASSIGNEE

738

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 3rd day of JUNE, 19 92. Mick McMurray

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. GOVERNMENT PRINTING OFFICE: 1988 -673-016/95010

WYW127191 1749.240 Acres
T.028ON, R.107OW, 06th PM, WY
sec. 005 S2;
017 ALL;
018 LOTS 1-4;
018 E2,E2W2;
033 SW;
Sublette County

BUREAU OF LAND MANAGEMENT 741 U111U | WYW127192

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 McMurry O.C. Co
   Street Box 220
   City, State, Zip Code Casper, Wy 82602

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.: 272 *Sale Date (m/d/y): 6 / 2 / 92
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R.	Meridian	State	County

Amount remitted: Filing fee $ 75.00 Rental fee $ 1.50 Total acres applied for 1882
Total $ 2298.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

238060

SEE ATTACHED

RECORDED August 3 1992 3:00 P M
IN BOOK 88 PAGE 741
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease 1882.32
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 Thomas C. Speltz
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER JUN 30 1992
(Title) (Date)

EFFECTIVE DATE OF LEASE JUL 1 1992

(Continued on reverse)

FOR LESSEE WY-18-010-00066-00

acres in leases and 200,[redacted] ons in either leasing District in Alaska; (4) offeror is [redacted] the same State, of which not more than 200,000 acres [redacted] r option, or 300,000 (5) offeror is in compliance [redacted] ations concerning Federal coal lease holdings provided in [redacted] 2(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease [redacted] ings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 3rd day of June, 19 92 Mick McKeen

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. GOVERNMENT PRINTING OFFICE 1988--673-016/95010

WYW127192 1882.320 Acres
T.029ON, R.107OW, 06th PM, WY
sec. 019 LOTS 1-4;
019 E2,E2W2;
020 NW,N2SW,SESW;
028 S2;
029 ALL;
Sublette County

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No WYW127193

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 McMurry Oil Co
   Street Box 220
   City, State, Zip Code Casper, Wy 82602

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.: 273 *Sale Date (m/d/y): 6 / 2 / 92
   ***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T.	R.	Meridian	State	County

Amount remitted: Filing fee $ 75.00 Rental fee $ 150 Total acres applied for 160
Total $ 315.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T	R	Meridian	State	County

238061

SEE ATTACHED

RECORDED August 3 1992 3:00 PM
IN BOOK 88 Misc Rec PAGE 744
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

Total acres in lease _____
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

[X] Noncompetitive lease (ten years)

[ ] Competitive lease (five years)

[ ] Other _____

THE UNITED STATES OF AMERICA

by _____
(Signing Officer)

SUPERVISORY LAND LAW EXAMINER (Title) JUN 30 1992 (Date)

EFFECTIVE DATE OF LEASE JUL 1 1992

(Continued on reverse)

FOR LESSEE WY-18-010-00067-00

744

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 3rd day of June, 19 92. Mick McMurray

(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.

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Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ U.S. GOVERNMENT PRI[redacted] 1988 -673-016/95010

WYW127193 160.000 Acres
T.029ON, R.107OW, 06th PM, WY
sec. 033 S2NE;
034 W2SW;
Sublette County

747 U25550

ASSIGNMENT Contract No. I-3L(25)828

THIS ASSIGNMENT Made and entered into by and between K. Dean Butler, L. G. Jagow, and Lawrence Johnson, as joint tenants of Lusk, Wyoming hereinafter called ASSIGNOR and THE CARTER OIL COMPANY, a West Virginia Corporation, with an office at Tulsa, Oklahoma, hereinafter called ASSIGNEE.

WITNESSETH, THAT, WHEREAS, the United States of America under date of January 1, 1948 granted to Henry B. Taylor an oil and gas lease bearing Serial No. 025055 under subject to the terms and provisions of the Act of Congress approved February 25, 1920 (Public No. 146), as amended, covering the following described land in Sublette County, State of Wyoming to-wit:

Township 27 North, Range 71° West, 6th P.M.

Section 27: W½

(containing 320 acres, more or less)

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 16 1992
Acting Chief, Branch of Realty
BUREAU OF LAND MANAGEMENT

and other lands not involved herein, and

WHEREAS, said oil and gas lease and all rights thereunder have heretofore been assigned to ASSIGNOR herein.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar and other good and valuable consideration in hand paid to the ASSIGNOR by the ASSIGNEE, the receipt whereof is hereby acknowledged, said ASSIGNOR does hereby grant, transfer, assign and set over unto said ASSIGNEE their leasehold interest and estate above mentioned and all of their right, title, and interest in and to said lease as to the land described above, subject to the conditions hereof and subject to the approval of the Secretary of the Interior.

ASSIGNOR reserves an overriding royalty of Two and one-half per cent (2½%) of the market value at the well of all oil and gas produced, saved and marketed from the above described premises pursuant to the oil and gas lease assigned hereby. The full amount of taxes required to be paid on such oil and gas, or for or on account of the production thereof, shall be deducted before computing the amount of any overriding royalty payable to ASSIGNOR hereunder.

In consideration of the foregoing assignment and of the approval thereof by the Secretary of the Interior, said ASSIGNEE hereby promises, covenants, contracts and agrees to and with the ASSIGNOR and The United States of America to fully keep and perform upon its part all the terms, conditions, stipulations, covenants, promises and agreements in said lease required to be kept and performed by said ASSIGNOR as to the land described above, with the same force and effect as if said ASSIGNEE had been named as the original LESSEE of said land and had executed said lease as LESSEE.

IN WITNESS WHEREOF, the ASSIGNOR has signed and sealed this instrument the 11th day of November, 1948, and the ASSIGNEE has caused its corporate name to be signed by its respective corporate officers thereunto duly authorized and its corporate seal affixed the 7 day of December, 1948.

WITNESSES:

Minerva C Watson — Lawrence Johnson (SEAL)

L A Davis — L G Jagow (SEAL)

— K. Dean Butler (SEAL)

Assignor

WITNESSES:

THE CARTER OIL COMPANY

By — (President)

ATTEST.

Assignee ASSISTANT SECRETARY

O. K. as to transaction

O. K. as to form

RECORDED August 11 19 92 11:00 A
IN BOOK 88 PAGE 747
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Kathleen Walker

238143

[redacted] [redacted]

On this 17 day of December, 1948, before me appeared J.R. McWILLIAMS, to me personally known, who, being by me duly sworn, did say that he is the Vice President of The Carter Oil Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J.R. McWILLIAMS acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 17 day of December, 1948.

Bobbie Johnson
Notary Public

My Commission Expires:

BOBBIE JOHNSON, NOTARY PUBLIC
My commission expires March 20, 1951

STATE OF Wyoming)
) ss. Indidivual acknowledgment for use in Wyoming
COUNTY OF Sublette)

On this 11th day of November, 1948, before me personally appeared Lawrence Johnson, L.C. Jacobs and F. Dean Butler, to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 11th day of November, 1948.

APPROVED

Manager, District Land Office

Minerva C Watson
NOTARY PUBLIC

My Commission Expires:
October 1-1950

4

748

749 BUREAU OF LAND MANAGEMENT

1957 OCT 28 AM 10 16

Bass Canyon 2-27
Req. #6

STATE OF WYOMING)
: ss.
COUNTY OF SUBLETTE)

RECEIVED
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, The Carter Oil Company, a corporation, hereinafter referred to as "Assignor", hereby does bargain, sell, assign, transfer and convey unto JOHN L. KEMMERER, JR., his heirs or assigns, hereinafter referred to as "Assignee", an undivided one-half interest in and to the following referenced oil and gas lease or leases, covering lands situated in Sublette County, State of Wyoming, to-wit:

Lessor: United States of America

Lessee: Henry B. Taylor

Date: January 1, 1948

Serial No.: Evanston 025550

insofar as said lease covers the following described land in said County and State, to wit:

Township 27 North, Range 112 West, 6th P.M.

Section 27: W½

(said lease and land hereinabove last referred to sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

CERTIFIED
to be a true and correct copy
of the official records on file
JUL 16 1992
Adelle D. Kowalski
BUREAU OF LAND MANAGEMENT

1. The lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay,

Assignment Approved Effective
NOV 1 1957
Craig A. Becker
Manager, Land Office
Box 929, Cheyenne, Wyoming

238144

RECORDED August 16 19 92 11:00 A M
IN BOOK 88 M O & G PAGE 749
FEES $ 10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

perfo[redacted]rry, as the case may be, his propo[redacted] 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 Assignor not less than sixty (60) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

3. This assignment is made subject to all of 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 his or their successors, heirs and assigns, but also in favor of the Assignor and its 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 or interests herein assigned or reserved, shall be deemed 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 Assignor and Assignee, respectively, as follows:

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 16 1992
BUREAU OF LAND MANAGEMENT

751

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Assignor: The Carter Oil Company

1957 OCT 28 AM 10 16

Post Office Box 120

Denver, Colorado

RECEIVED
LAND OFFICE
CHEYENNE, WYOMING

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 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 heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 30th day of September, 1957.

ATTEST:

D. B. Jordan, Jr.
Assistant Secretary

THE CARTER OIL COMPANY

By Thos. Brownfield
Vice President

gwm/bmb

STATE OF OKLAHOMA }
COUNTY OF TULSA } ss

On this 4th day of October, 1957, before me appeared THOS. BROWNFIELD, to me personally known, who, being by me duly sworn, did say that he is the Vice President of THE CARTER OIL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said THOS. BROWNFIELD acknowledged the execution of the said instrument as the free act and deed of said corporation.

Given under my hand and seal the day and year first above written.

CERTIFIED
to be a true and correct copy
of the official records on file

JUL 16 1992
Adelle A. Kawalske
BUREAU OF LAND MANAGEMENT

Reg. #6

[redacted] per, Wyoming

OFFICE STAMP

NOV 15 1957 Bureau of Land Management Land Office Cheyenne, Wyoming

DEPARTME[redacted]HE INTERIOR
BUREAU O[redacted] LAND MANAGEMENT

When new serial number is requi[redacted]

New Serial No. .....

Office ....Evanston....
Serial No. ....025550....
Date of Lease ...January 1, 1948

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above,

for good and valuable consideration does hereby assign to ....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. 27: W½

containing 320.00 acres,

CERTIFIED
to be a true and correct copy
of the official records on file

JUL 16 1992
Judith A. Kowalski
BUREAU OF LAND MANAGEMENT

2. Interest of assignor in such lands ....50%....
3. Extent of such interest conveyed to assignee ....100% of said 50%....
4. Overriding royalty reserved herein to assignor ....none....
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved ....four and one-half (4½%) per cent....
(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:

C. S. Cavanaugh

JOHN L. KEMMERER, Jr.,
(Assignor's signature)
120 Broadway, New York, N.Y.
(Address)

RECORDED August 11, 1992 at 11:00 A.M.
IN BOOK 88 OF Mtg. PAGE 752
FEES $8.00 Mary Lou Soltysiak COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

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 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., and previously furnished with lease Evanston 022209.
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 ....13th.... day of ....November,.... 19 57.

WITNESSES:
C. M. Walker, Sublette, Wyo.
(Name and address)
Dolores Leitner, Pinedale, Wyo
(Name and address)

BELFER NATURAL GASCOMPANY
By: A. B. Belfer
(Assignee's signature)
~~A. B. Belfer~~, Partner.
42 Broadway, New York 4, N.Y.
(Address)

Assignment approved effective DEC 1 1957

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Acting Manager, Lands & Minerals
P. O. Box 1828, Cheyenne, Wyo.
(Title)

238145

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.

12

752

753

COUNTY OF NEW YORK) ss.
)

On this 12thday of November, 19 57, before me personally appeared

JOHN L. KEMMERER, Jr.,

to me known to be the person(x) 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.

(SEAL)

REBA ROSENBLUM
Notary Public, State of New York
No. 03-8654123
Qualified in Bronx County
Commission Expires March 30, 1958

Reba Rosenblum
Notary Public

My commission expires _____.

ment 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.

CERTIFIED
to be a true and correct copy
of the official records on file

JUL 16 1992
Adelle F. Zunaleki
BUREAU OF LAND MANAGEMENT

CERTIFIED to be a true and comparative copy of the official records on file

OFFICE STAMP

JUL 16 1992

BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

The following is to be filled in by land office when new serial number is required:

New Serial No. _____

Req. # C

Office Evanston
Serial No. 025550
Date of Lease January 1, 1948

LAND OFFICE
CHEYENNE, WYOMING

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to Belco Petroleum Corporation
(Name and address)
630 Third Avenue, New York 17, N. Y.

the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:
Sublette County, Wyo. T. 27 N., R. 112 W., 6th P.M. Sec. 27: W½ 320 acres	SAME LAND DESCRIPTION AS ITEM 1

CERTIFIED to be a true and comparative copy of the official records on file
JUL 16 1992
BUREAU OF LAND MANAGEMENT

Sub - Subject to Mortgage, per Attached Rider

RIDER TO LEASE Evanston 025550

Subject to a Deed of Trust, Mortgage and Assignment to Lewis T. Preston, Trustee, dated May 11, 1959, said Deed of Trust, Mortgage and Assignment executed to secure a loan to Belfer Natural Gas Company by the Morgan Guaranty Trust Company in an amount not to exceed Four Million Six Hundred Ninety Thousand ($4,690,000.00) dollars.

WITNESS:

Suzanne Cherney

Jack Saltz (Assignor's signature) Partner
630 Third Avenue, New York 17, N.Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres, or 100,000 chargeable acres in Alaska.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto, and previously filed with lease Wyoming 01332.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto. 6. Assignee is the sole party in interest in this lease.

The undersigned agrees to be bound by the terms and provisions of said lease, provided the assignment is approved by the signing officer of the Bureau of Land Management, and further agrees that the obligation to pay any overriding royalties or payments out of production created herein, which, when added to overriding royalties or payments out of production previously created, and to royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production per well per day averaged on the monthly basis is (a) as to oil: 15 barrels or less and (b) as to gas: 500,000 cubic feet or less, and that such suspension will apply separately to any zone or portion of a lease segregated for computing Government royalty.

It is hereby certified that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this ..... day of SEP 28 1959 19 59

ATTEST:

John P. Dietzel
(Name and address)
John P. Dietzel, Assistant Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

Lawrence Ruben (Assignee's signature) EXECUTIVE VICE-PRESIDENT
630 Third Avenue, New York 17, N. Y.
(Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hase (Signing officer)
Manager, Land Office
Box 929, Cheyenne, Wyoming
(Title)

NOTE.—18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

RECORDED Aug 11 19 59 at 11:00 AM
IN BOOK 88 PAGE 754
FEES $4.00 Mary A. Whitlock COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Betty A. Weber

238146

(formerly 4-1175) DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT 755

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

EV-025550

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease: Jan. 1, 1918

New Serial Number:

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

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
NOV 27 1967
NOV 28 1967
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County, Wyoming
Township 27 North, Range 112 West, 6th P. M.
Section 27: W½

containing 320.00 acres

Bond in sum of $ 100,000
with U.S. Fidelity & Guaranty Co.
as surety filed 8-17-66 & 8-19-65

Without warranty of title express or implied

2. What interest was held by the assignor in above-described lands prior to this assignment? 50%

3. What percentage of the assignor's interest is being conveyed to assignee? 100% of 50% percent

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

None

4b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 2-1/2%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 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 is filed with Oklahoma file 8125 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 DEC 1 1967
JAN 3 1968

Date approved

By L R Dockstader
(Authorized Officer)

Acting ASSISTANT MANAGER, OIL & GAS
(Title)

Lease extended under 43 CFR 3128.5 to and including (date)

NOTE: *This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2*

LAND OFFICE COPY

238147
RECORDED Nov 28 19 67 11:00A M
IN BOOK 88 PAGE 755
FEES $6.00 Mary C. Walker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Walker

CERTIFIED
to be a true and correct copy
of the official records on file
JUL 16 1992
Adella A. Kwiatek
BUREAU OF LAND MANAGEMENT

Is the assignee a corp[redacted]other legal entity? [X] Yes [ ] No *(If "ye[redacted]y kind)* [redacted]

Delaware Corporation

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? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

Is the filing fee of $10 attached? [X] Yes [ ] No

SIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas ions or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases options in each leasing district in Alaska.

ignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is roved by the Authorized Officer of the Bureau of Land Management.

IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the under-ned's knowledge and belief and are made in good faith.

ecuted this **22nd** day of **November**, 19 **67**.

Attest:

Paul Kerahon
Paul Kerahon, Asst. Secretary

DELCO PETROLEUM CORPORATION

By: [signature] mjl
Jack Saltz, (Assignee's Signature) **Vice President**
630 Third Avenue
New York, New York - 10017
(Address)

INSTRUCTIONS

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
JUL 16 1982
[signature]
BUREAU OF LAND MANAGEMENT

GPO 844-534

No. 917C. Reproduced by Bradford [illegible] Ptg. Co., 1824-46 Stout St., Denver, Colo.

757

Boss Canyon #21
Reg. #6

Form 3120–13
(September 1964)
(Formerly 4–1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number
EV-025550

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
1-1-48

New Serial Number

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

HUMBLE OIL & REFINING COMPANY
P. O. Box 60347
Oklahoma City, Oklahoma 73106

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Sublette County, Wyoming

TOWNSHIP 27 NORTH, RANGE 112 WEST, 6th P.M.
Section 27: W½

containing 320.00 acres

Bond in sum of $ [illegible]
with [illegible]
as surety filed.

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 50% percent
Without warranty of title express or implied

4a. What overriding royalty or production payments is the assignor reserving herein? *(See Item 4 of the Instructions; specify percentage)*

none

b. What overriding royalties or production payments, if any, were previously reserved? *(percentage only)* 2-1/2%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 31st day of January, 1968.

BELCO PETROLEUM CORPORATION

By: Jack Saltz (Assignor's Signature) Vice President

630 Third Avenue, New York, New York 10017
(Assignor's Address)

ATTEST: Paul Kershon
Paul Kershon, Asst. Secretary

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 MAR 1 1968

Date approved MAR 1 1968

By [signature]
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

Acting ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY
92587-1

238148
RECORDED August 11 19 92 11:00 AM
IN BOOK 88 OF Misc PAGE 757
FEES $ 2.00 Mary Lou Hunt COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Wilcox

CERTIFIED
to be a true and comparative copy
of the official records on file
JUL 16 1992
Cecilia A. Kawalski
BUREAU OF LAND MANAGEMENT

1a. Is the assignee [redacted] 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)*

c. If a corporation, attach qualifications or if already on file, give serial number of case file.

2. 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)*

3. 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 options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

This form is submitted in lieu of official Form 3120-1a, and contains all of the provisions thereof as of the date of filing of this assignment.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(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
JUL 16 1992
BUREAU OF LAND MANAGEMENT

Form No. 4-1158
First Edition

This form must not be filed after August 31, 1951.

759

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R990.

Office WYOMING
Serial No. 05749
Receipt No. ----------

RECEIVED
BUREAU OF LAND MANAGEMENT
LAND AND SURVEY OFFICE
APR - 6 1951
CHEYENNE, WYO.

1024

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER WILL BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

(Fill in on a typewriter or print plainly in ink and sign in ink)

1. Name Leonard Hay

P. O. Address Rock Springs, Wyoming

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. Meridian Wyoming (State)	---------- Meridian ---------- (State)
T. 27 N., R. 112 W., Sec. ----: Legal subdivisions	T. ----: R. ----: Sec. ----: Legal subdivisions
Sec. 10, Lot 1, 2, NE¼NE¼, S½NE¼, Sec. 11, N½, Sec. 12, S½N½, SE¼, Sec. 13, E½,	This lease embraces the area and the land described in Item 2. The rental retained is the rental amount shown in Item 4.
238149 RECORDED August 11 1951 11:25 A M IN BOOK 88 OR PAGE 759 FEES $8.00 [illegible] COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING By Bethany A. Walker	
Total Area 1134.89 Acres	Total Area 1104.26 Acres
Sublette County	Rental retained $ 552.50

4. Amount remitted: Filing fee $10, Rental $ 567.50, Total $ 577.50

5. Undersigned certifies as follows: X

(a) Offeror is a citizen of the United States. Native born ---------- 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 6th day of April 1951 19----

WITNESS
Mary Louise Tuttle - Cheyenne, Wyo.

Leonard Hay
(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.

Effective date of lease MAY 1 1951

THE UNITED STATES OF AMERICA

By [illegible]
(Signing officer)

Manager, Land and Survey Office
(Title)

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

LEASE T[redacted]

[redacted]

ION 1. *Rights of lessee.*—Th[redacted]anted the exclusive nd privilege to drill for, mine, extract, remove, and dispose of oil and gas deposits, except helium gas, in the lands leased, r with the right to construct and maintain thereupon, all works, gs, plants, waterways, roads, telegraph or telephone lines, pipe- eservoirs, tanks, pumping stations, or other structures necessary ull enjoyment thereof, for a period of 5 years, and so long there- oil or gas is produced in paying quantities; subject to any unit ent heretofore or hereafter approved by the Secretary of the r, the provisions of said agreement to govern the lands subject where inconsistent with the terms of this lease.

2. The lessee agrees:

Bonds.—(1) To maintain any bond furnished by the lessee as a on for the issuance of this lease. (2) To furnish a bond in a uble the amount of $1 per acre annual rental, but not less than nor more than $5,000, upon the inclusion of any part of the land within the known geologic structure of a producing oil field. (3) To furnish prior to beginning of drilling operations aintain at all times thereafter as required by the lessor a bond in nal sum of $5,000 with approved corporate surety, or with deposit ited States bonds as surety therefor, conditioned upon com- with the terms of this lease, unless a bond in that amount is being maintained or unless such a bond furnished by an or of the lease is accepted. (4) Until a general lease bond is furnish and maintain a bond in the penal sum of not less than in those cases in which a bond is required by law for the pro- of the owners of surface rights. (5) In all other cases where is not otherwise required, to furnish not less than 90 days the due date of the next unpaid annual rental, a $1,000 bond ioned on compliance with the lease obligations, but this require- may be successively dispensed with by payment of each succes- nnual rental not less than 90 days prior to its due date. In lieu of the bonds described herein, the lessee may file such other s the regulations may permit.

Cooperative or unit plan.—Within 30 days of demand, or, if the land is committed to an approved unit or cooperative plan and lan is terminated prior to the expiration of this lease, within s of demand made thereafter, to subscribe to and to operate such reasonable cooperative or unit plan for the development peration of the area, field, or pool, or part thereof, embracing the included herein as the Secretary of the Interior may then deter- to be practicable and necessary or advisable, which plan shall ately protect the rights of all parties in interest, including the l States.

Wells.—(1) To drill and produce all wells necessary to protect ased land from drainage by wells on lands not the property of ssor, or lands of the United States leased at a lower royalty or as to which the royalties and rentals are paid into different than are those of this lease; or in lieu of any part of such drilling roduction, with the consent of the Director of the Geological , to compensate the lessor in full each month for the estimated royalty through drainage in the amount determined by said or; (2) at the election of the lessee, to drill and produce other in conformity with any system of well spacing or production ents affecting the field or area in which the leased lands are d, which is authorized and sanctioned by applicable law or by ecretary of the Interior; and (3) promptly after due notice in to drill and produce such other wells as the Secretary of the or may reasonably require in order that the leased premises may perly and timely developed and produced in accordance with perating practice.

Rentals and royalties.—(1) To pay rentals and royalties in t or value of production removed or sold from the leased lands ows:

ials.—To pay the lessor in advance an annual rental at the follow- tes:

(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.

imum royalty.—Commencing with the lease year beginning on r a discovery on the leased land, to pay the lessor in lieu of rental, imum royalty of $1 per acre or fraction thereof at the expiration h lease year, or the difference between the actual royalty paid the year if less than $1 per acre, and the prescribed minimum y of $1 per acre, provided that if this lease is unitized, the mini- royalty shall be payable only on the participating acreage and shall be payable on the nonparticipating acreage as provided paragraph (b) (ii) above.

alty on production.—To pay the lessor 12½ percent royalty on the uction removed or sold from the leased lands computed in ac- nce with the Oil and Gas Operating Regulations (30 CFR Pt.

Provided, however, that if this lease covers lands in Alaska and ssee drills and makes the first discovery of oil or gas in commercial ities in any geologic structure, the royalty on production here- shall be 5 percent for 10 years following the date of discovery, hereafter the royalty rate shall be 12½ percent. If this lease is itted to an approved unit or cooperative plan, the 5 percent rate provided shall, for the purpose of computing royalty due the d States, inure to the benefit of all committed land within the ipating area established by reason of such discovery.

It is expressly agreed that the Secretary of the Interior may lish reasonable minimum values for purposes of computing royalty y or all oil, gas, natural gasoline, and other products obtained gas, due consideration being given to the highest price paid for a or for a majority of production of like quality in the same field, to rice received by the lessee, to posted prices, and to other relevant rs and, whenever appropriate, after notice and opportunity to be

When paid in value, such royalties on production shall be due payable monthly on the last day of the calendar month next ing the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no land office in the State in which the lands are located.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land: *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stock-holders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was predicated before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Nondiscrimination.*—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) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U. S. C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees; and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

SEC. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act, to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (7) of the act of August 1, 1946 (60 Stat. 724, 760; 42 U. S. C. 1801, 1805), all uranium, thorium, and other materials determined to be peculiarly essential to the production of fissionable materials, contained in whatever concentration, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

SEC. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

SEC. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

SEC. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease or make default in the performance or observance of any of the terms hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, 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

This offer must be filled in on a typewriter or printed plainly in nd must be signed in ink.

This form is to be used in offering to lease noncompetitively public in lands or oil and gas deposits reserved to the United States in sals of such lands for the purpose of drilling, mining, extracting, ving and disposing of oil and gas deposits, except helium. This should not be used in offering to lease acquired lands or lands known geologic structure of a producing oil or gas field.

Offers to lease may be made by individuals 21 years of age or over are citizens of the United States, and by corporations, partnerships sociations.

This offer must be prepared in quintuplicate and filed in the r land office. The term "filing" means the actual receipt of the in the proper land office. If the land is in a State in which there and office, the offer must be filed with the Bureau of Land Manage- , Department of the Interior, Washington 25, D. C. If less than opies are filed, the offeror will have 15 days from the date of first to file the other required copies, failing in which the offer will be ed and returned to the offeror and will afford no priority.

The offeror shall mark one of the copies first filed at the top with ord "original." If that is not done, the manager will so mark opy. If there is any variation in the land descriptions among ve copies, the one marked "original" shall govern as to the lands ed by the lease.

If additional space is needed in furnishing any of the required in- ation it should be prepared on additional sheets, initialed and at- d and made part of this offer to lease, such additional sheets to tached to each copy of the form submitted.

If any of the land described in item 2 of the offer is open to oil and ease filing when the offer is filed but is omitted from the lease for eason and thereafter becomes available for leasing to the offeror, riginal lease will be amended to include the omitted land, unless, e the issuance of the amendment on Form 4–1163, the land office ves the withdrawal of the offer as to such land or an election to ve a separate lease to be dated in accordance with 43 CFR 192.40, hich case such separate lease will be issued. If the lease is amended ental charged and the lease term will be the same as though the d land had been included in the original lease when it was issued.

As an incident to the assignment of the whole interest in all or part of the lease, the lessee may assign the whole interest in all or part of the offer. As in incident to the assignment of an undivided ional interest in the whole lease, the lessee may assign an un- ed fractional interest in the whole offer. Applications for approval signments of an offer must include a statement that the assignee s to be bound by the offer to the extent it is assigned and must gned by the assignee. In other instances assignments of the offer not be approved prior to the issuance of a lease for the lands or sits 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 offer 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 if 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 2.—Total area of land requested should be shown in acres in space provided at bottom of item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres. All of the land must be within a 6-mile square. The lands requested should be described by legal subdivisions, showing meridian, State, township, range, and section, and if unsurveyed, by metes and bounds connected by courses and 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 and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof. The $10 filing fee is retained as a service charge, even in those cases where the offer 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 purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned. Where, at the time the lease is to be issued, the land applied for or any part of it is within a known geologic structure of a producing oil or gas field, the lessee will be billed for the additional rental of 50 cents an acre on all the leased land as the yearly rental on such lands is $1 per acre. In Alaska, the rental payment to accompany the offer should be at the rate of 25 cents per acre.

Item 5 (a).—Lessee will indicate whether a citizen by birth or naturalization. If naturalized give date of naturalization, the court in which naturalized, and the certificate number if known. If lessee is a woman, state whether married or single, and if married, the date of marriage and the same facts as to the citizenship of her husband. This information should be supplied on a separate sheet attached to Form 4–1158.

If lessee is a corporation it must show it is qualified with respect to the citizenship provision by filing a copy of its articles of incorporation, and it must furnish a statement showing the percentage of each class of its stock, and the percentage of all of its stock which is owned or controlled by or on behalf of persons whom the corporation knows to be or who the corporation has reason to believe are aliens, or who have addresses outside of the United States, indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens of the excepted class, 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. 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 this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4–218 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.

[1] Items numbered according to numbers on offer form.

U. S. GOVERNMENT PRINTING OFFICE 16—63087-1

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Form 3120–19
(May 1968)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name, Street, City, State, Zip Code:
Dorothy Chorney
P. O. Box 239
Casper, Wyoming 82601

W 27878
(Serial Number)

This lease is subject to the determination by the Geological Survey as to whether the lands herein described are on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: **#305** State: **Wyoming** County: **Sublette**

T. 27 N., R. 112 W., 6th Prin. Mer.
Sec. 1: SE¼
Sec. 12: N½NE¼

238150

RECORDED August 11 19 92 11:25 AM
IN BOOK 88 Misc. Rec. PAGE 761
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

U.S. Geological Survey reports [illegible]
lease was [illegible]
Structure on date of [illegible]

Containing a total of **240.00** acres	Annual Rental . . . . . $ **120.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: **April 1, 1971**

THE UNITED STATES OF AMERICA

Edward W. Lance
(Signature of Signing Officer)

Assistant Manager, Oil & Gas
(Title)

March 15, 1971
(Date)

No. **229 – 6637**

SEE INSTRUCTIONS ON REVERSE

NONCOMPETITIVE OFFER TO LEASE FOR OIL AND GAS

3. Parcel Number **305**

27878 4. State **Wyoming**

Undersigned hereby offers to lease for oil and gas all or any portion of the above-identified parcel of land which may be available for noncompetitive leasing, and certifies that the: (1) applicant is a citizen of the United States, an association of such citizens, a partnership, a corporation organized under the laws of the United States or any State thereof, or a municipality organized under the laws of such a State; (2) applicant's interests in oil and gas offers to lease, leases, and options do not exceed the limitation [illegible] Mineral Leasing Act of February 25, 1920, as amended; and (3) applicant is [illegible] in interest in this offer and the lease if issued, or if not the sole party in [illegible] the names and addresses of all other interested parties are set forth on the [illegible] hereof. The undersigned agrees that the successful drawing of this card will bind him to a lease, on Form 3120–19 (4–1158) or 3200–3 (4–1196), and to the extent applicable, the stipulations provided for in 43 CFR 3103.2 for the described parcel or any portion thereof if such a lease is issued by the Bureau of Land Management as a result of this drawing.

Dorothy Chorney
(Signature of Applicant)

Feb 18 '71
(Date)

DOROTHY CHORNEY
P. O. Box 239
Casper, Wyoming 82601
(Address, include zip code)

DO NOT DETACH

U [redacted] 19

4 12218 [redacted]

[redacted] AMANT

LEASE TERMS

Sec. 1 *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of 50 cents per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided*, That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat of all development work and improvements on the leased lands; a report with respect to stockpiled

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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 based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossil or prehistoric ruins, or artifacts and upon any part of the relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required, and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of leases.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided*, That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the ease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S.C., relating to contracts, entry into and performance of the

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WSO 3120-6
(Oct.1968)

Serial No._____

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Regional Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

Lands within area:

_____
SIGNATURE

U 11218

[redacted] [redacted] [redacted]

Form 3110–2
(February 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)
Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. 181–263)

Name **Stanley J. Weber Jr.**
Street **3841 Veterans Blvd.**
City State Zip Code **Metairie, LA 70002**

W 60577
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: State: **Wyoming** County: **Sublette**

T 28 N, R 111 W, 6th Prin Mer
Sec 29: W½
30: Lots 1, 2, 3, 4, E½, E½W½
31: NE¼, E½SE¼
32: W½

U. S. Geological Survey reports lands in lease were not within a known Geologic Structure on OCT 17 1977

Containing a total of **1461.76** acres	Annual Rental . . . . . $. **1462.00**

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: NOV 1 1977

THE UNITED STATES OF AMERICA

By Gloria M. Lane
(Signature of Signing Officer)

Chief, Oil & Gas Section
(Title)

OCT 19 1977
(Date)

238152

RECORDED August 11 19 92 11:25 AM
IN BOOK 88 Misc Rec PAGE 764
FEES $10.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Walker

764

FOR CLAIMANT

Sec. 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and until such bond is filed not to enter on the land under this lease. (2) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (3) To furnish a bond in a sum double the amount of $2 per acre annual rental but not less than $1,000 nor more than $10,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (4) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $10,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (5) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In lieu of any of the bonds described herein, the lessee may file such other bond as the regulations may permit.

(b) *Cooperative or unit plan.*—Within 30 days of demand, or, if the leased land is committed to an approved unit or cooperative plan and such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may then determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating practice.

(d) *Rentals and royalties.*—(1) To pay rentals and royalties in amounts or value of production removed or sold from the the leased lands as follows:

Rentals.—To pay the lessor in advance an annual rental at the following rates:

(a) If the lands are wholly outside the known geologic structure of a producing oil or gas field:
  (i) For each lease year a rental of $1.00 per acre or fraction of an acre.

(b) If the lands are wholly or partly within the known geologic structure of a producing oil or gas field:
  (i) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands leased, $2 per acre or fraction of an acre.
  (ii) If this lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease years in subparagraph (a) of this section, shall apply to the acreage not within a participating area.

Minimum royalty.—Commencing with the lease year beginning on or after a discovery on the leased land, to pay the lessor in lieu of rental, a minimum royalty of $1 per acre or fraction thereof at the expiration of each lease year, or the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is unitized, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (b)(ii) above.

Royalty on production.—(1) To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands computed in accordance with the Oil and Gas Operating Regulations (30 CFR Pt. 221).

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices, and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Rentals or minimum royalties may be waived, suspended or reduced and royalties on the entire leasehold or any portion thereof segregated for royalty purposes may be reduced if the Secretary of the Interior finds that, for the purpose of encouraging the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary, in his judgment, to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Bureau of Land Management at the places mentioned in the regulation 43 CFR 3102.2. If there is no well on the leased lands capable of producing oil or gas in paying quantities, the failure to pay rental on or before the anniversary date shall automatically terminate the lease by operation of law. However, if the time for payment falls on a day in which the proper office to receive payment is closed, payment shall be deemed timely if made on the next official working day.

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract, or evidence of other arrangement, for the sale or disposal of oil, gas, natural gasoline, and other products of the leased land; *Provided,* That nothing in any such contract or other arrangement shall be construed as modifying any of the provisions of this lease, including, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a minimum valuation and in accordance with the Oil and Gas Operating Regulations.

(g) *Statements, plats and reports.*—At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complet information on all well surveys and tests in form acceptable to or prescribed [redacted]r of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the Oil and Gas Operating Regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells drilled in accordance with the provisions of this lease or of any prior lease or permit upon which the right to this lease was based before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided,* That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(l) *Equal Opportunity clause.*—During the performance of this contract the lessee agrees as follows:

(1) *Equal Opportunity clause.*—During the performance of this lease, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interests of the United States.

(m) *Assignment of oil and gas lease or interest therein.*—As required by applicable law, to file for approval by the lessor any instrument of transfer made of this lease or any interest therein, including assignments of record title, operating agreements and subleases, working or royalty interests, within 90 days from the date of final execution thereof.

(n) *Pipelines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipeline or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipeline, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act, or under the provisions of the act of August 7, 1947 (61 Stat. 913, 30 U.S.C. sec. 351).

(o) *Lands patented with oil and gas deposits reserved to the United States.*—To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(q) *Protection of surface, natural resources, and improvements.* The lessee agrees to take such reasonable steps as may be needed to prevent operations on the leased lands from unnecessarily: (1) causing or contributing to soil erosion or damaging crops, including forage, and timber growth thereon or on Federal or non-Federal lands in the vicinity; (2) polluting air and water; (3) damaging improvements owned by the United States or other parties; or (4) destroying, damaging or removing fossils, historic or prehistoric ruin[redacted]ts and upon any parti[redacted] or total relinquishment or the cancellation or expiration of this lease, or at any other time prior thereto when required and to the extent deemed necessary by the lessor to fill any pits, ditches and other excavations, remove or cover all debris, and so far as reasonably possible, restore the surface of the leased land and access roads to their former condition, including the removal of structures as and if required. The lessor may prescribe the steps to be taken and restoration to be made with respect to the leased lands and improvements thereon whether or not owned by the United States. *Antiquities and objects of historic value.*—When American antiquities or other objects of historic or scientific interest including but not limited to historic or prehistoric ruins, fossils or artifacts are discovered in the performances of this lease, the item(s) or condition(s) will be left intact and immediately brought to the attention of the contracting officer or his authorized representative.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

Sec. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the leased lands under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein, or to dispose of any resource in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to Section 1 of the act as amended, the ownership of helium and the right to extract or have it extracted from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. If the lessor elects to take the helium, the lessee shall deliver all or any portion of gas containing the same to the lessor, in the manner required by the lessor, at any point on the leased premises, or, if the area is served at the time of production by a gas-gathering system owned or operated by the lessee, at any point in that system specified by the lessor, for extraction of the helium by such means as the lessor may provide. The residue shall be returned to the lessee, with no substantial delay in the delivery of the gas produced from the well to the owner or purchaser thereof. Save for the value of the helium extracted, the lessee shall not suffer a diminution of the value of the gas produced from the well, or loss otherwise, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. The lessor reserves the right to erect, maintain, and operate any and all reduction works necessary for extraction of helium on the leased premises. The lessee further agrees to include in any contract of sale of gas from the lands subject to this lease provisions setting forth that the lessor owns, and reserves the right to extract or have extracted, any helium in the gas sold, and that the lessor may take the gas from a pipeline carrier or any other gas-gathering system and extract the helium and return the gas to the owner thereof, without delay other than that caused by the extraction process; save for the value of the helium, the owner shall not suffer any diminution of the value of the gas from which helium has been extracted, or any other loss arising from the extraction of helium, including any expense caused solely by the requirement of the delivery of the gas to permit the extraction of helium, for which he is not reasonably compensated. It is further agreed that any rights reserved vested in the lessor under this paragraph shall also run to any agent or assignee of the lessor or any purchaser of the rights of the lessor.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the act to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 40 of the act to purchase casing, and lease or operate valuable water wells.

Sec. 4. *Drilling and producing restrictions.*—It is agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

Sec. 5. *Surrender and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

Sec. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessee shall have the privilege at any time within a period of 90 days thereafter of removing from the premises all machinery, equipment, tools, and materials other than improvements needed for producing wells. Any materials, tools, appliances, machinery, structures, and equipment subject to removal as above provided, which are allowed to remain on the leased lands shall become the property of the lessor on expiration of the 90-day period or such extension thereof as may be granted because of adverse climatic conditions throughout said period: *Provided,* That the lessee shall remove any or all of such property where so directed by the lessor.

Sec. 7. *Proceedings in case of default.*—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or of the lease, or shall make default in the performance or observance of any of the terms hereof (except that of payment of annual rental which results in the automatic termination of the lease), and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, this lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, except that if this lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. Upon cancellation of this lease, any casing, material, or equipment determined by the lessor to be necessary for use in plugging or preserving any well drilled on the leased land shall become the property of the lessor. A waiver of any particular cause of cancellation and forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of cancellation and forfeiture, or for the same cause occurring at any other time.

Sec. 8. *Heirs and successors-in-interest.*—It is further agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

Sec. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR 7.4(a)(1), shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22) and Secs. 431, 432, and 433, Title 18 U.S. Code, relating to contracts, [redacted]nd form a part of this lease so far as the same may [redacted]

[redacted]ARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT [redacted]

SURFACE DISTURBANCE STIPULATIONS

District Engineer (*Address, in* [redacted] *code*)
GEOLOGICAL SURVEY
P. O. BOX 2859
CASPER, WY 82601

Management Agency (*name*)	Address (*include zip code*)
BUREAU OF LAND MANAGEMENT P. O. BOX 1869 ROCK SPRINGS, WY 82901	

1. Notwithstanding any provision of this lease to the contrary, any drilling, construction, or other operation on the leased lands that will disturb the surface thereof or otherwise affect the environment, hereinafter called "surface disturbing operation," conducted by lessee shall be subject, as set forth in this stipulation, to prior approval of such operation by the Area Oil and Gas Supervisor in consultation with appropriate surface management agency and to such reasonable conditions, not inconsistent with the purposes for which this lease is issued, as the Supervisor may require to protect the surface of the leased lands and the environment.

2. Prior to entry upon the land or the disturbance of the surface thereof for drilling or other purposes, lessee shall submit for approval two (2) copies of a map and explanation of the nature of the anticipated activity and surface disturbance to the District Engineer or Area Oil and Gas Supervisor, as appropriate, and will also furnish the appropriate surface management agency named above, with a copy of such map and explanation.

An environmental analysis will be made by the Geological Survey in consultation with the appropriate surface management agency for the purpose of assuring proper protection of the surface, the natural resources, the environment, existing improvements, and for assuring timely reclamation of disturbed lands.

3. Upon completion of said environmental analysis, the District Engineer or Area Oil and Gas Supervisor, as appropriate, shall notify lessee of the conditions, if any, to which the proposed surface disturbing operations will be subject.

Said conditions may relate to any of the following:

(a) Location of drilling or other exploratory or developmental operations or the manner in which they are to be conducted;

(b) Types of vehicles that may be used and areas in which they may be used; and

(c) Manner or location in which improvements such as roads, buildings, pipelines, or other improvements are to be constructed.

Form 3109–5 (August 1973)

GPO 549-258

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4-207
(Oct. 1952)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON 25, D. C.

FEB 2 1954

ARC

RECORDED August 11 1952 AT 11:25 A.M.
IN BOOK 88 PAGE 767
FEES $ 2.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany L. Walker

I HEREBY CERTIFY that the annexed [illegible]tic copy of

Oil and Gas Lease No. 010872, Evanston

[illegible]ue and literal exempl[illegible] of the record on file in

this office in my cus[illegible]

IN WHEREOF, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

Oscar E. Collins
Chief, Copy Records Section

238152

INT.-DUP. SEC., WASH., D.C. [illegible] 0050435-000 40918

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4-208 f
Sept. 1938

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

EXCHANGE

Serial 010872 (EVANSTON)

Lease of Oil and Gas Lands Under the Act of February 25, 1920, as Amended

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 31st day day of Dece ber 1938, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and

Melba Chipman Eldredge, c/o J. Tracey Wootton, Attorney Salt Lake City, Utah

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain", as amended, hereinafter referred to as the Act, which is made a part hereof, WITNESSETH:

SEC. 1. Rights of Lessee.—That the lessor in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land ~~xxxxxxxxxxxxxxx~~ not within known geologic ~~xxxxx~~ structure of any producing oil or gas field and more particularly described as follows:

E½, E½W½ Sec. 33, T. 30 N., R. 113 W.,
W½ Sec. 1, All Sections 2, 3, NE¼, N½SE¼, NE¼SW¼, E½NW¼ Sec. 4,
T. 29 N., R. 113 W., 6th P. M., 2398.20 acres.

containing 2398.20 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of five years, and so long thereafter as oil or gas is produced in paying quantities.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond.—To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease; and, until such bond is furnished, to submit and maintain a bond in the sum of $1,000 with acceptable surety, similarly conditioned.

(b) Within 30 days of demand, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field or pool embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Secretary of the Interior, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, provided such system is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing, to drill and produce such other wells as the Secretary of the Interior may require to insure reasonable diligence in the development and operation of the property.

(d) Rentals.--To pay the lessor in advance for each acre or fraction thereof, a rental of 50 cents for the first lease year beginning on the first day of the month in which the lease issues, and a rental of 25 cents for each subsequent lease year beginning prior to discovery of a valuable deposit of oil or gas within the limits of the geologic structure on which all or part of the leased lands are situated, and one dollar for each lease year beginning on or after such discovery, the rental so paid for any one lease year to be credited on the royalty for that year: Provided, that if this lease is granted in exchange for an oil and gas prospecting permit or pursuant to an application for a prospecting permit filed after May 23, 1935, no rental shall be payable for the first two lease years unless valuable deposits of oil or gas are sooner discovered within the boundaries of the lease, but a rental of one dollar shall be payable, as above provided, for each lease year beginning on or after such discovery: And provided further, That when the Secretary of the Interior shall direct or shall assent to suspension of operations or of production of oil or gas under this lease, after a valuable deposit of oil or gas shall have been discovered within the lands leased, any payment of acreage rental prescribed herein likewise shall be suspended during such period of suspension of all operations and production; and this lease shall not be deemed to expire by reason of suspension of prospecting, drilling, or production, pursuant to any order or consent of the said Secretary.

(e) Royalties.--To pay the lessor royalties, as follows, on the amount or value of all production from the leased lands (except that portion thereof used for production purposes on said lands or unavoidably lost):

(1) When the price of oil used in computing royalty value is $1.00 or more per barrel, the per centum of royalty shall be as follows:

When the average production for the calendar month in barrels per well per day is

not over				50,	the royalty shall be			12.5	percent
over	50	but not over		60,	"	"	"	13	"
"	60	"	"	70,	"	"	"	14	"
"	70	"	"	80,	"	"	"	15	"
"	80	"	"	90,	"	"	"	16	"
"	90	"	"	110,	"	"	"	17	"
"	110	"	"	130,	"	"	"	18	"
"	130	"	"	150,	"	"	"	19	"
"	150	"	"	200,	"	"	"	20	"

over	200	but	not	over	250,	the	royalty	shall	be	21	percent;			
"	250	"	"	"	300,	"	"	"	"	22	"			
"	300	"	"	"	350,	"	"	"	"	23	"			
"	350	"	"	"	400,	"	"	"	"	24	"			
"	400	"	"	"	450,	"	"	"	"	25	"			
"	450	"	"	"	500,	"	"	"	"	26	"			
"	500	"	"	"	750,	"	"	"	"	27	"			
"	750	"	"	"	1000,	"	"	"	"	28	"			
"	1000	"	"	"	1250,	"	"	"	"	29	"			
"	1250	"	"	"	1500,	"	"	"	"	30	"			
"	1500	"	"	"	2000,	"	"	"	"	31	"			
"	2000					"	"	"	"	32	"			

(2) When the price of oil used in computing royalty value is less than $1.00 per barrel, the per centum of royalty shall be the foregoing multiplied by the ratio of said price to a price of $1.00 per barrel, provided, however, that the per centum of royalty shall never be less than 12.5.

(3) If the United States shall take its royalty in oil, the price received by the lessee, as well as that received by the lessor shall be considered in determining the price to govern the per centum of royalty, unless both prices are $1.00 or more per barrel.

(4) On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casing-head gasoline and other liquid products obtained from gas:

When the average production of gas per well per day for the calendar month does not exceed 5,000,000 cubic feet, 12½ percent; and when said production of gas exceeds 5,000,000 cubic feet, 16⅔ percent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture: Provided, That the allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior, and that said value of gas and of liquid products shall be as determined by said Secretary.

The average production per well per day for oil and for gas shall be determined under rules and regulations approved by the Secretary of the Interior.

(5) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum prices for purposes of computing royalty in value on any or all oil, gas, natural gasoline and other liquid products obtained from gas; and that in no case shall the price so established be less than the estimated reasonable value of the product, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters.

(6) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times, and in such tanks provided by the lessee as reasonably may be required by the lessor: Provided, That the lessee shall not be required to hold such royalty oil or other liquid products in storage beyond the last day of the calendar month next following the calendar month in which produced: And provided further, That the lessee shall be in no manner responsible or held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the lessee has no control.

(7) Royalties, whether in amount or value of production, shall be subject to [redacted]ction whenever the average daily production of the oil wells on the entire leasehold or on any tract or portion thereof segregated for royalty purposes shall not exceed ten (10) barrels per well per day, or where the cost of production of oil or gas is such as to render further production economically impracticable, if in the judgment of the Secretary of the Interior the wells can not be successfully operated upon the royalties fixed herein.

(f) Contracts for disposal of products.--To file with the Federal oil and gas [redacted]ervisor or such other officer as the Secretary of the Interior may designate, copies of all contracts immediately upon execution thereof, and full information as to all other arrangements for the disposal of oil, gas, natural gasoline and other products produced hereunder (except products used for production purposes on the leased lands or unavoidably lost), and not to sell or otherwise dispose of the products of the land leased except in accordance with a contract or other arrangement first approved by said officer, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by said Secretary or his said subordinate.

(g) Monthly statements.--To furnish monthly statements in detail at such time and in such form as may be prescribed by the lessor, showing the amount, and [redacted]uality of all oil, gas, natural gasoline and other substances produced during the preceding calendar month and the amounts thereof used for production purposes on the leased lands or unavoidably lost, and to furnish current records and monthly statements of the amounts thereof sold or otherwise disposed of and the proceeds therefrom.

(h) Payments.--Unless otherwise directed by the Secretary of the Interior, to make rental, royalty or other payments to the lessor to the order of the Commissioner, General Land Office, such payments to be tendered to the Federal oil and gas supervisor of the district in which the leased land is situated.

(i) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith and all [redacted]ooks, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(j) Plats and reports.--To furnish at such times and in the manner and form prescribed by or on behalf of the lessor, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands; and to report in detail when required as to the stockholders, investment, depreciation, and cost of operation, and the amount, nature and quality of products sold, and the amount received therefor.

(k) Well Records.--To keep a daily drilling record, a log and complete information on all well surveys in form acceptable to or prescribed by or on behalf of the lessor of all the wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, which log, [redacted]nformation, and records, or copies thereof, shall be furnished to the lessor as requested or required.

(l) Diligence.--Prevention of waste--Health and safety of workmen.--To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas developed or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas

energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; not to drill within 200 feet of any of the outer boundaries of the lands covered hereby unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(n) Regulations.--To abide by and conform to any and all reasonable regulations of the Secretary of the Interior now or hereafter in force, all of which regulations are made a part and condition of this lease: Provided, That such regulations are not inconsistent with any express and specific provisions herein, particularly that no regulations hereafter approved shall effect a change in the rate of royalty or annual rental herein specified without the written consent of the parties to this lease.

(o) 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.

(p) Reserved deposits.--To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(p) Assignment of Lease.--Not to assign this lease or any interest therein by any operating agreement or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior first had and obtained.

(q) 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 or alteration, or renewal of equipment and improvements in the ordinary course of operations.

(r) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline or other products under the provisions of the Act.

(s) Reserved or segregated lands.--If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Secretary of the Interior for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved -- Easements and rights of way.--The right to permit for joint or several use easements or rights of way, including easements in

tunnels upon, through or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the Act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface.--The right to lease, sell or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein: Provided, That this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) Monopoly and fair prices.--Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) Helium.--Pursuant to section 1 of the Act, and section 1 of the Act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor, in case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: Provided, That the lessee shall not, as a result of the operation in this paragraph provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) Taking of Royalties.--All rights pursuant to section 36 of the Act to take royalties in amount or in value of production.

(f) Casing.--All rights pursuant to section 40 of the Act, to purchase casing and lease or operate valuable water wells.

SEC. 4. Drilling and producing restrictions.--It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both.

SEC. 5. Surrender and termination of lease.--The lessee may, on consent of the Secretary of the Interior, first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 6. Purchase of materials, etc., on termination of lease.--Upon the expiration of this lease, or the earlier termination thereof pursuant to the

last preceding section, the lessor or another lessee may, if the lessor shall so elect within three months from the termination of the lease purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within three months, elect to purchase all or any part of such materials, tools, machinery, appliances, structures and equipment, the lessee shall have the right at any time, within a period of ninety days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. 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 ninety days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.--If the lessee shall fail to comply with the provisions of the Act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 17 of the Act, as amended, and all materials, tools, machinery, appliances, structures, equipment and wells shall thereupon become the property of the lessor, except that if said lease was earned as a preference right pursuant to section 14 of the Act or covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.--It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.--It is also further agreed that no Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat., 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF

THE UNITED STATES OF AMERICA

By .....
Secretary of the Interior

Witness to signature of —
.....

.....

.....

Act

775

4-207
(Oct. 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON 25, D. C.

JUN 12 1953

ARC

I HEREBY CERTIFY that the annexed photostatic copy of Oil and Gas Lease No. 013494, Evanston, is a true and literal exemplification of the record on file in this office in my custody.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

Oscar E Collins

Chief, Copy Records Section

RECORDED August 11 1953 AT 10:45 AM
IN BOOK 86 PAGE 775
FEES $2.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
By Elizabeth Slattery Deputy

238153

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Sept. 1938

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Land Office 12/28/38.
Filed 12 Noon
2-18-39

EXCHANGE

Serial 013494 (EVANSTON)

Lease of Oil and Gas Lands Under the Act of February 25, 1920, as Amended

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 31st day of December 1938, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and 1027 Lesslin Ave. Los Angeles, Cal. Evanston, Wyoming Frederick Salathe, Jr. and H. Waldemar Anderson /

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain", as amended, hereinafter referred to as the Act, which is made a part hereof, WITNESSETH:

SEC. 1. Rights of Lessee.—That the lessor in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land ~~situated in the~~ not within known geologic ~~structure~~ structure of any producing oil or gas field, as defined by discovery within the lands involved and more particularly described as follows: (2)

S½N½, S½ Section 14,
S½N½, S½ Section 15,
E½ Sec. 23, T. 29 N., R. 113 W., 6th P. M., 1280 acres

containing 1280 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of five years, and so long thereafter as oil or gas is produced in paying quantities. (3)

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bond.—To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease; and, until such bond is furnished, to submit and maintain a bond in the sum of $1,000 with acceptable surety, similarly conditioned.

Change O.K. 2-1-39—
H. Waldemar Anderson
Frederick Salathe Jr. 2-16-39

(b) Within 30 days of demand, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field or pool embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) Wells.--(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or land of the United States leased at a lower royalty rate, or in lieu of any payment for such drilling and production, with the consent of the Secretary of the Interior, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, provided such system is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing, to drill and produce such other wells as the Secretary of the Interior may require to insure reasonable diligence in the development and operation of the property.

(d) Rentals.--To pay the lessor in advance for each acre or fraction thereof a rental of 50 cents for the first lease year beginning on the first day of the month in which the lease issues, and a rental of 25 cents for each subsequent lease year beginning prior to discovery of a valuable deposit of oil or gas within the limits of the geologic structure on which all or part of the leased lands are situated, and one dollar for each lease year beginning on or after such discovery, the rental so paid for any one lease year to be credited on the royalty for that year: Provided, that if this lease is granted in extension of an oil and gas prospecting permit or pursuant to an application for a prospecting permit filed after May 23, 1935, no rental shall be payable for the first two lease years unless valuable deposits of oil or gas are sooner discovered within the boundaries of the lease, but a rental of one dollar shall be payable, as above provided, for each lease year beginning on or after such discovery: And provided further, That when the Secretary of the Interior shall direct or shall assent to suspension of operations or of production of oil or gas under this lease, after a valuable deposit of oil or gas shall have been discovered within the lands leased, any payment of acreage rental prescribed hereunder likewise shall be suspended during such period of suspension of all operations and production; and this lease shall not be deemed to expire by reason of suspension of prospecting, drilling, or production, pursuant to any order or consent of the said Secretary.

(e) Royalties.--To pay the lessor royalties, as follows, on the amount or value of all production from the leased lands (except that portion thereof used for production purposes on said lands or unavoidably lost):

(1) When the price of oil used in computing royalty value is $1.00 or more per barrel, the per centum of royalty shall be as follows:

When the average production for the calendar month in barrels per well per day is

not over			50,	the royalty shall be	12.5	percent;
over	50	but not over	60,	"	"	"	13 "
	60	" "	70,	"	"	"	14 "
	70	" "	80,	"	"	"	15 "
	80	" "	90,	"	"	"	16 "
	90	" "	110,	"	"	"	17 "
	110	" "	130,	"	"	"	18 "
	130	" "	150,	"	"	"	19 "
	150	" "	200,	"	"	"	20 "

| | | |

(7) Royalties, whether in amount or value of production, shall be subject to reduction whenever the average daily production of the oil wells on the entire leasehold or on any tract or portion thereof segregated for royalty purposes shall not exceed ten (10) barrels per well per day, or where the cost of production of oil or gas is such as to render further production economically impracticable, if in the judgment of the Secretary of the Interior the wells can be successfully operated upon the royalties fixed herein.

(f) Contracts for disposal of products.--To file with the Federal oil and gas supervisor or such other officer as the Secretary of the Interior may designate, copies of all contracts immediately upon execution thereof, and full information as to all other arrangements for the disposal of oil, gas, natural gasoline and other products produced hereunder (except products used for production purposes on the leased lands or unavoidably lost), and not to sell or otherwise dispose of the products of the land leased except in accordance with said contract or other arrangement first approved by said officer, such approval to be subject to review by the Secretary of the Interior but to be effective unless modified or revoked by said Secretary or his said subordinate.

(g) Monthly statements.--To furnish monthly statements in detail at such time and in such form as may be prescribed by the lessor, showing the amount, and quality of all oil, gas, natural gasoline and other substances produced during the preceding calendar month and the amounts thereof used for production purposes on the leased lands or unavoidably lost, and to furnish current records and monthly statements of the amounts thereof sold or otherwise disposed of and the proceeds therefrom.

(h) Payments.--Unless otherwise directed by the Secretary of the Interior, to make rental, royalty or other payments to the lessor to the order of the Commissioner, General Land Office, such payments to be tendered to the Federal oil and gas supervisor of the district in which the leased land is situated.

(i) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(j) Plats and reports.--To furnish at such times and in the manner and form prescribed by or on behalf of the lessor, a plat showing all development work and improvements on the leased lands, and other related information, with a record as to all buildings, structures, or other works placed in or upon said leased lands; and to report in detail when required as to the stockholders, investment, depreciation, and cost of operation, and the amount, nature and quality of products sold, and the amount received therefor.

(k) Well Records.--To keep a daily drilling record, a log and complete information on all well surveys, in form acceptable to or prescribed by or on behalf of the lessor of all the wells drilled on the leased lands, and an accurate record of all subsurface investigations affecting said lands, which log, information, and records, or copies thereof, shall be furnished to the lessor as requested or required.

(l) Diligence.--Prevention of waste--Health and safety of workmen.--To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas developed or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas

energy; for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph; and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(m) Regulations.—To abide by and conform to any and all reasonable regulations of the Secretary of the Interior now or hereafter in force, all of which regulations are made a part and condition of this lease: Provided, That such regulations are not inconsistent with any express and specific provisions hereof and particularly that no regulations hereafter approved shall effect a change in the rate of royalty or annual rental herein specified without the written consent of the parties to this lease.

(n) Taxes and wages — Freedom of Purchase.—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(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) Assignment of Lease.—Not to assign this lease or any interest therein except by an operating agreement or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior first had and obtained.

(q) 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.

(r) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, mineral gasoline or other products under the provisions of the Act.

(s) Reserved or segregated lands.—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Secretary of the Interior for the protection and use of said land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

SEC. 3. The lessor expressly reserves:

(a) Rights reserved — Easements and rights of way.—The right to permit for joint or several use easements or rights of way, including easements in

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[redacted]upon, through or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the Act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface.—The right to lease, sell or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein: Provided, That this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) Monopoly and fair prices.—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

[redacted] Helium.—Pursuant to section 1 of the Act, and section 1 of the Act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the point of extraction at any point on the leased premises in the manner required by the lessor, or to the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: Provided, That the lessee shall not, as a result of the operation in this paragraph provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

[redacted]aking of Royalties.—All rights pursuant to section 36 of the Act to [redacted]oyalties in amount or in value of production.

[redacted](f) Casing.—All rights pursuant to section 40 of the Act, to purchase [redacted] lease or operate valuable water wells.

[redacted]SEC. 4. Drilling and producing restrictions.—It is covenanted and agreed [redacted]he 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 [redacted] regulating either drilling or production, or both.

[redacted]SEC. 5. Surrender and termination of lease.—The lessee may, on consent of the Secretary of the Interior, first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made such provision for conservation and protection of the property, upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the

last preceding section, the lessor or another lessee may, if the lessor shall so elect within three months from the termination of the lease purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of the 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 three months, elect to purchase all or any part of such materials, tools, machinery, appliances, structures and equipment, the lessee shall have the right at any time, within a period of ninety days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. 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 ninety days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall fail to comply with the provisions of the Act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 17 of the Act, as amended, and all materials, tools, machinery, appliances, structures, equipment and wells shall thereupon become the property of the lessor, except that if said lease was earned as a preference right pursuant to section 14 of the Act or covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat., 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF

THE UNITED STATES OF AMERICA

By .....

Acting Secretary of the Interior

Witness to signature of

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.....

.....

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4-207
(May 1954)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON 25, D. C.

FSLR

January 21, 1958

I HEREBY CERTIFY that the annexed photo[redacted] copy of Oil and Gas Lease No. 021741, Evanston, is

true and literal exemplifica[redacted]f the record on file in this office in my custody.

IN TESTI[redacted]HEREOF, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

Oscar E Collins

Certifying Officer

RECORDED August 11 19 58 at 11:25 A.M.
IN BOOK 22 PAGE 783
FEES $6.00
Mary Lou Cuthbertson COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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INT.-DUP. SEC., WASH., D.C.

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(March 1945)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial **Evanston 021741**

Lease of Oil and Gas Lands Under the Act of February 25, 1920, as Amended

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the SEP 1 day of **1946** by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and **Georgia M. Davis, 779 Lafayette St., Denver, Colorado,** party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," as amended, hereinafter referred to as the Act, which is made a part hereof, WITNESSETH:

SECTION 1. *Rights of lessee.*—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land not within the known geologic structure of any producing oil or gas field and more particularly described as follows:

T. 26 N., R. 113 W., 6th P.M., Wyoming,
Sec. 4, Lots 1 to 12 incl., S½;
Sec. 5, Lots 1, 2, 7, 8, 9, 10, W½ SE¼;

T. 27 N., R. 113 W., 6th P.M., Wyoming,
Sec. 28, SE¼ SW¼, SW¼ SE¼;
Sec. 29, SE¼ NE¼;
Sec. 32, W½ SE¼, N½ NE¼, SW¼ NE¼;
Sec. 33, NW¼ NE¼, S½ NE¼, NW¼, SE¼;

containing **1867.14** 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 to the extent of the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, *the lessee hereby agrees:*

(*a*) *Bond.*—To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease; and, until such bond is furnished, to submit and maintain a bond in the sum of $1,000 with acceptable surety, similarly conditioned. The requirement made herein for the filing of a $1,000 bond shall apply only in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases the $1,000 bond must be filed not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by making payment of each successive annual rental not less than 90 days prior to its due date. In the absence of the payment of the rental in advance as herein authorized, the requirement for the filing of the bond within the time prescribed must be complied with strictly, and upon the failure of the lessee to comply therewith the lease shall be subject to cancelation by the Secretary in accordance with the provisions of the lease and the Act of February 25, 1920 (41 Stat. 437), as amended by the Act of August 21, 1935 (49 Stat. 674). Nothing herein contained shall operate to relieve the lessee from the obligation to furnish a $5,000 general lease bond prior to beginning drilling operations.

(*b*) *Cooperative or unit plan.*—Within 30 days of demand, or if the land is within an approved unit plan, in the event such plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(*c*) *Wells:* (1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Secretary of the Interior, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, provided such system is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing, to drill and produce such other wells as the Secretary of the Interior may require to insure reasonable diligence in the development and operation of the property.

(1) In view of the President's Reorganization Plan No. 3 of 1946 and Departmental Order No. 2225 of July 15, 1946, the words "General Land Office," "Commissioner, General Land Office," and "Register, District Land Office," should be construed to mean respectively "Bureau of Land Management," "Director, Bureau of Land Management," and "Manager, District Land Office."

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(d) *Rentals.*—To pay the lessor in advance on the first day of the month in which the lease issues a rental of 50 cents for each acre or fraction thereof for the first lease year, and a rental of 25 cents for each subsequent lease year beginning prior to discovery of a valuable deposit of oil or gas within the limits of the geological structure on which all or part of the leased lands are situated: *Provided*, That if this lease is granted under section 17 of the act, as amended, for lands not within any known geologic structure of a productive oil or gas field, no rental is required for the second and third lease years unless a valuable deposit of oil or gas is sooner discovered: *Provided further*, That if this lease is granted in exchange for an oil and gas prospecting permit or pursuant to an application for a prospecting permit filed after May 23, 1935, no rental shall be payable for the first two lease years unless valuable deposits of oil or gas are sooner discovered within the boundaries of the lease, but a rental of 25 cents shall be paid for the third and each succeeding lease year beginning prior to discovery of a valuable deposit of oil or gas within the limits of the geologic structure on which all or part of the leased lands are situated: *Provided further*, That for each lease year beginning on or after discovery a rental of $1 per acre or fraction thereof shall be paid, the rental so paid for any one lease year to be credited on the royalty for that year: *And provided further*, That when the Secretary of the Interior shall direct or shall assent to suspension of operations or of production of oil or gas under this lease, after a valuable deposit of oil or gas shall have been discovered within the lands leased, any payment of acreage rental prescribed herein likewise shall be suspended during such period of suspension of all operations and production; and this lease shall not be deemed to expire by reason of suspension of prospecting, drilling, or production, pursuant to any order or consent of the said Secretary.

(e) *Royalties.*—To pay the lessor royalties, as follows, on the amount or value of all production from the leased lands (except that portion thereof used for production purposes on said lands or unavoidably lost):

(1) When the price of oil used in computing royalty value is $1 or more per barrel, the per centum of royalty shall be as follows:

When the average production for the calendar month in barrels per well per day is

not over	50,	the royalty shall be	12.5	percent;					
over	50	but not over	60,	"	"	"	13	"	
"	60	" " "	70,	"	"	"	14	"	
"	70	" " "	80,	"	"	"	15	"	
"	80	" " "	90,	"	"	"	16	"	
"	90	" " "	110,	"	"	"	17	"	
"	110	" " "	130,	"	"	"	18	"	
"	130	" " "	150,	"	"	"	19	"	
"	150	" " "	200,	"	"	"	20	"	
"	200	" " "	250,	"	"	"	21	"	
"	250	" " "	300,	"	"	"	22	"	
"	300	" " "	350,	"	"	"	23	"	
"	350	" " "	400,	"	"	"	24	"	
"	400	" " "	450,	"	"	"	25	"	
"	450	" " "	500,	"	"	"	26	"	
"	500	" " "	750,	"	"	"	27	"	
"	750	" " "	1,000,	"	"	"	28	"	
"	1,000	" " "	1,250,	"	"	"	29	"	
"	1,250	" " "	1,500,	"	"	"	30	"	
"	1,500	" " "	2,000,	"	"	"	31	"	
"	2,000	" " "							

The royalty payable to the lessor under this lease shall be 12½ percent on the amount or value of all production removed or sold from the leased land. [illegible] such royalty to be [illegible] per acre per annum, payable [illegible] of each year, commencing with the lease year beginning on or after the discovery on such lease. The provisions of section 2(d) and (e) inconsistent with the above provision are void.

(2) When the price of oil used in computing royalty value is less than $1 per barrel, the per centum of royalty shall be the forgoing multiplied by the ratio of said price to a price of $1 per barrel: *Provided, however*, That the per centum of royalty shall never be less than 12.5.

(3) If the United States shall take its royalty in oil, the price received by the lessee, as well as that received by the lessor shall be considered in determining the price to govern the per centum of royalty, unless both prices are $1 or more per barrel.

(4) On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casing-head gasoline and other liquid products obtained from gas:

When the average production of gas per well per day for the calendar month does not exceed 5,000,000 cubic feet, 12½ percent; and when said production of gas exceeds 5,000,000 cubic feet, 16⅔ percent of the amount or value of the gas and liquid products produced, said amount or value of such liquid products to be net after an allowance for the cost of manufacture: *Provided*, That the allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior, and that said value of gas and of liquid products shall be as determined by said Secretary.

The average production per well per day for oil and for gas shall be determined under rules and regulations approved by the Secretary of the Interior.

(5) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum prices for purposes of computing royalty in value on any or all oil, gas, natural gasoline, and other liquid products obtained from gas; and that in no case shall the price so established be less than the estimated reasonable value of the product, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters.

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(6) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor: *Provided*, That the lessee shall not be required to hold such royalty oil or other liquid products in storage beyond the last day of the calendar month next following the calendar month in which produced: *And provided further*, That the lessee shall be in no manner responsible or held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the lessee has no control.

(7) Royalties, whether in amount or value of production, shall be subject to reduction whenever the average daily production of the oil wells on the entire leasehold or on any tract or portion thereof segregated for royalty purposes shall not exceed ten (10) barrels per well per day, or where the cost of production of oil or gas is such as to render further production economically impracticable, if in the judgment of the Secretary of the Interior the wells cannot be successfully operated upon the royalties fixed herein.

(*f*) *Contracts for disposal of products.*—To file with the Federal oil and gas supervisor or such other officer as the Secretary of the Interior may designate, copies of all contracts immediately upon execution thereof, and full information as to all other arrangements for the disposal of oil, gas, natural gasoline, and other products produced hereunder (except products used for production purposes on the leased lands or unavoidably lost), and not to sell or otherwise dispose of the products of the land leased except in accordance with a contract or other arrangement first approved by said officer, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by said Secretary or his said subordinate.

(*g*) *Monthly statements.*—To furnish monthly statements in detail at such time and in such form as may be prescribed by the lessor, showing the amount and quality of all oil, gas, natural gasoline, and other substances produced during the preceding calendar month and the amounts thereof used for production purposes on the leased lands or unavoidably lost, and to furnish current records and monthly statements of the amounts thereof sold or otherwise disposed of and the proceeds therefrom.

(*h*) *Payments.*—Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the Register of the district land office in which the lands are located or to the Commissioner of the General Land Office if there is no district land office in the State in which the lands are located.

(*i*) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith, and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(*j*) *Plats and reports.*—To furnish at such times and in the manner and form prescribed by or on behalf of the lessor, a plat showing all development work and improvements on the leased lands, and other related information, with a report as to all buildings, structures, or other works placed in or upon said leased lands; and to report in detail when required as to the stockholders, investment, depreciation, and cost of operation, and the amount, nature, and quality of products sold, and the amount received therefor.

(*k*) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys in form acceptable to or prescribed by or on behalf of the lessor of all the wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, which log, information, and records, or copies thereof, shall be furnished to the lessor as requested or required.

(*l*) *Diligence—Prevention of waste—Health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas developed or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(*m*) *Regulations.*—To abide by and conform to any and all reasonable regulations of the Secretary of the Interior now or hereafter in force, all of which regulations are made a part and condition of this lease: *Provided*, That such regulations are not inconsistent with any express and specific provisions hereof; and particularly that no regulations hereafter approved shall effect a change in the rate of royalty or annual rental herein specified without the written consent of the parties to this lease.

(*n*) *Taxes and wages—Freedom of purchase.*—To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(3) The lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts

(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) *Assignment of oil and gas lease or interest therein.*—Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 90 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompaning affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of 5 per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

(q) *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.

(r) *Pipe lines to purchase or convey at reasonable rates and without discrimination.*—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the Act.

(s) *Reserved or segregated lands.*—If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, the lessee shall conduct operations thereunder in conformity with such requirements as may be made by the Secretary of the Interior for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purposes of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

SEC. 3. The lessor expressly reserves:

(a) *Rights reserved—Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the Act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) *Disposition of surface.*—The right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein: *Provided*, That this reservation shall not apply to any lands herein described, title to which has passed from the United States.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) *Helium.*—Pursuant to section 1 of the Act, and section 1 of the Act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: *Provided*, That the lessee shall not, as a result of the operation in this paragraph provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) *Taking of royalties.*—All rights pursuant to section 36 of the Act, to take royalties in amount or in value of production.

(f) *Casing.*—All rights pursuant to section 10 of the Act, to purchase casing and lease or operate valuable water wells.

SEC. 4. *Drilling and producing restrictions.*—It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both.

SEC. 5. *Surrender and termination of lease.*—The lessee may, on consent of the Secretary of the Interior, first had and obtained in writing, surrender and terminate this lease upon payment of all rents, royalties, and other obligations due and payable to the lessor, and upon payment of all wages and moneys due and payable to the workmen employed by the lessee, and upon a satisfactory showing to the Secretary that the public interest will not be impaired; but in no case shall such termination be effective until the lessee shall have made full provision for conservation and protection of the property; upon like consent had and obtained the lessee may surrender any legal subdivisions of the area included herein.

SEC. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. *Proceedings in case of default.*—If the lessee shall fail to comply with the provisions of the Act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 17 of the Act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease was earned as a preference right pursuant to section 14 of the Act or covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. *Heirs and successors in interest.*—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA,

AUG 15 1946

By Fred W. Johnson
Acting Director [redacted]
Bureau of Land Management

Witness to signature of— Georgia M. Davis

L.W. Davis-779 Lafayette [redacted]

[redacted]

William A. Heintze

P.O. Box 1917 - Denver (1) Colo. [redacted]

U. S. GOVERNMENT PRINTING OFFICE 16—10555-1

Form 4-213

789

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office [redacted]

Serial 022209

Lease of Oil and Gas Lands Under the Act of February 25, 1920
as [redacted]etitive

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JUN 1 1947 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Patrick J. Qualy,

909 Cedar Avenue, Kemmerer, 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:

[redacted]

T. 28 N., R. 113 W., 6th P. M., Wyoming
Sec. 33, [redacted]
Sec. 34, [redacted]
x
x
x
x

containing 640 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of five years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:

(a) Bonds.---(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1000 nor more than $5000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date

238155

by Bethany A. Walker

RECORDED August 11 AT 9:11:25 AM
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SUBLETTE COUNTY, PINEDALE, WYOMING

of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

(b) Cooperative or unit plan.--Within 30 days of demand, or if the land is within an approved unit plan, in the event such a plan is terminated prior to the expiration of this lease, within 30 days of demand made thereafter, to subscribe to and to operate under such reasonable cooperative or unit plan for the development and operation of the area, field, or pool, or part thereof, embracing the lands included herein as the Secretary of the Interior may determine to be practicable and necessary or advisable, which plan shall adequately protect the rights of all parties in interest, including the United States.

(c) Wells:--(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.--(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from gas; due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters and, whenever appropriate, after notice and opportunity to be heard.

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.--Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

(f) Statements, plats and reports.--At such times and in such form as the lessor may prescribe, to furnish detailed statements showing the amounts and quality of all products removed and sold from the lease, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands and a report with respect to stockholders, investment, depreciation and costs.

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

(i) Payments.--Unless otherwise directed by the Secretary of the Interior, to make rental, royalty, or other payments to the lessor, to the order of the Treasurer of the United States, such payments to be tendered to the manager of the district land office in the district in which the lands are located or to the Director of the Bureau of Land Management if there is no district land office in the State in which the lands are located.

(j) Diligence,--Prevention of waste,--Health and safety of workmen,--To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: Provided, that the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(l) Taxes and wages,--Freedom of purchase,--To pay when due, all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil, and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees at least twice each month in the lawful money of the United States.

(m) Nondiscrimination.--Not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and to require an identical provision to be included in all subcontracts.

(n) Assignment of oil and gas lease or interest therein.--To file within 90 days from the date of final execution any instrument of transfer made of this lease, or any interest therein, including assignments of record title, working or royalty int interests, operating agreements and subleases for approval, such instrument to take effect upon its final approval by the Director, Bureau of Land Management, as of the first day of the lease month following the date of filing in the proper land office.

(o) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

(p) Reserved deposits.--To comply with all statutory requirements and regulations thereunder, if the lands embraced herein have been or shall hereafter be disposed of under the laws reserving to the United States the deposits of oil and gas therein, subject to such conditions as are or may hereafter be provided by the laws reserving such oil or gas.

(q) Reserved or segregated lands.--If any of the land included in this lease is embraced in a reservation or segregated for any particular purpose, to conduct operations thereunder in conformity with such requirements as may be made by the Director, Bureau of Land Management, for the protection and use of the land for the purpose for which it was reserved or segregated, so far as may be consistent with the use of the land for the purpose of this lease, which latter shall be regarded as the dominant use unless otherwise provided herein or separately stipulated.

(r) Overriding royalties.--Not to create overriding royalties in excess of five per cent.

(s) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3 The lessor expressly reserves:

(a) Rights reserved--Easements and rights-of-way.--The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through or in the lands leased, occupied, or used as may be necessary or appropriate to the working of the same or of other lands containing the deposits described in the Act, and the treatment and shipment of products thereof by or under authority of the Government, its lessees or permittees, and for other public purposes.

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

(c) Monopoly and fair prices.--Full power and authority to promulgate and enforce all orders necessary to insure the sale of the production of the leased lands to the United States and to the public at reasonable prices, to protect the interests of the United States, to prevent monopoly, and to safeguard the public welfare.

(d) Helium.--Pursuant to section 1 of the Act, and section 1 of the Act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for-

that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

(e) Taking of royalties.--All rights pursuant to section 36 of the Act, to take royalties in amount or in value of production.

(f) Casing.--All rights pursuant to section 40 of the Act to purchase casing and lease or operate valuable water wells.

(g) Fissionable materials.--Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same making just compensation for any damage or injury occasioned thereby.

SEC. 4. Drilling and producing restrictions.--It is covenanted and agreed that the rate of prospecting and developing and the quantity and rate of production from the lands covered by this lease shall be subject to control in the public interest by the Secretary of the Interior, and in the exercise of his judgment the Secretary may take into consideration, among other things, Federal laws, State laws, and regulations issued thereunder, or lawful agreements among operators regulating either drilling or production, or both. After unitization, the Secretary of the Interior, or any person, committee, or State or Federal officer or agency so authorized in the unit plan, may alter or modify from time to time, the rate of prospecting and development and the quantity and rate of production from the lands covered by this lease.

SEC. 5. Surrender and termination of lease.--The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

SEC. 6. Purchase of materials, etc., on termination of lease.--Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within three months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lesse, shall not within three months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or

apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.--If the lessee shall not comply with any of the provisions of the Act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the Act, as amended, and all materials, tools, machinery, appliances, structures, equipment and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 8. Heirs and successors in interest.--It is further covenated and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.--It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

MAY 27 1947

By Fred W. Johnson
Director of the Bureau of Land Management.

Witness to signature of lessee----

Patrick J. Grimley
Lessee

Olga Yoren

Faith M. Grimley

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

(*a*) If the lands are wholly outside the known geologic structure of a producing oil or gas field:

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

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The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.