ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF ARIZONA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF PIMA)

Allen R. True, a/k/a Allen Russell True, and Cynthia F. True, his wife, hereinafter referred to as "Assignors," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and convey unto Allen R. True and Cynthia F. True, as Trustees of the True Revocable Trust dated 6/23/89, hereinafter called "Assignee," all of their overriding royalty interests in and under the lands in Sublette County, State of Wyoming, as described on Exhibit A attached hereto and incorporated herein by this reference. Said lands are subject to the following leases, which are also sold, assigned, transferred and conveyed to the Assignee:

A. Exxon Oil Leases as identified by D/O 37936 and D/O 46114
B. Federal 20-17 Well
C. State of Wyoming Lease 66-15523

TO HAVE AND TO HOLD the assigned interests unto the Assignee, their successors and assigns; provided, however, that this Assignment is made by Assignors without warranties, either expressed or implied, and is so accepted by Assignee.

An Affidavit of Trust Existence and Authority has been recorded immediately prior to this instrument which discloses the names and powers of the trustees of the trust named as Assignee herein.

IN WITNESS WHEREOF, this Assignment is executed this 2nd day of November, 1989.

Allen R. True

Cynthia F. True

The foregoing Assignment was subscribed, sworn to and acknowledged before me this 2nd day of November, 1989 by Allen R. True, a/k/a Allen Russell True, and Cynthia F. True, his wife.

Notary Public

My Commission Expires:

5-5-93

238192

RECORDED August 13 19 93 3:10 P M
IN BOOK 89 PAGE 1
FEES $ 9.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Peggy D. Walker

F

EXHIBIT "A"

Assets of the True Revocable Trust dated 6/23/89

Overriding Oil and Gas Royalty Interests in Sublette County, Wyoming, as Follows:

Township 27 North, Range 111 West, 6th P.M.
Section 17: NE/4
Containing 160 acres, more or less

Township 27 North, Range 112 West, 6th P.M.
Section 36: All
Containing 640 acres, more or less

D/O 37936
SEC. 5, LOTS 5 AND 6, THE N/2 OF LOT 7, AND THE SE/4 OF LOT 7, T-27-N, R-114-W, AND SEC. 32, S/2 OF LOT 8, LOT 9, S/2 OF LOT 10, LOTS 11, 12, 13, SW/4 OF LOT 14, NE/4 OF LOT 17, LOTS 18, 19 AND 20 AND SEC. 33, W/2 OF THE SW/4 OF THE SW/4, AND THE SW/4 OF THE NW/4 OF THE SW/4, T-28-N, R-114-W, SUBLETTE COUNTY, WYOMING.

D/C 46114
PARTS OF SECS. 29 AND 32, TOTALING 676.33 ACRES, T-28-N, R-114-W, 6TH P.M., SUBLETTE COUNTY, WYOMING.

Form 4-318
(August 1947)

Ledger accounts establis'
W.O. October 1943

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston
Serial 024756
Noncompetitive Contract No. [illegible] 326

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the First day of June, 1948 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Lucile Hilton, 210 McIntyre Building, 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 February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in ~~the~~ ~~district~~:

1945.60
985.19
1939.11
425.16
939.41

T. 28 N., R. 113 W., 6th P. M., Wyoming.
Sec. 23, lots ~~1, 2, 3,~~ 5, 6, 7, ~~NE¼NW¼, N½NE¼~~;
Sec. 24, lots ~~1, 2, 3, 4,~~ 5, 6, 7, 8, Tracts 46 A and B;
Sec. 25, all;
Sec. 35, all.

238246

RECORDED August 18 19 48 9:45 A M
IN BOOK 89 of Misc. Records PAGE 3
FEES $ 18.00 Mary D. Tompkins COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Wiggins

containing ~~1,944.60~~ 9-29-41 acres, more or less, together with the right to construct and maintain thereupon all works, buildings plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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BUREAU OF LAND MANAGEMENT

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line.

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

For the Director, Bureau of Land Management

By _____

Director of the Bureau of Land Management.

ACTING

_____

_____

_____

_____

Witnesses to signature of lessee.

_____

Lessee.

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of the official records on file

AUG 12 1992

BUREAU OF LAND MANAGEMENT

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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BUREAU OF LAND MANAGEMENT

Form 4-213
(December 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 021767

Contract No. I-3L(24)

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the SEP 1 '50 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Gordon Allen Schlaefer RFD #1 Box 196 ~~1702 Laurel St.,~~ Mission, Texas ~~Nampa, Idaho~~ party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in ~~Wyo~~ Wyoming

T. 29 N., R. 113 W., 6th P.M., Wyoming:
Sec. 35, 36;

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of the original on file
AUG 12 1992
BUREAU OF LAND MANAGEMENT

containing 320.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

16—60705-4

230227

RECORDED August 18 1992 9:45 AM
IN BOOK 89 MISC RECORDS PAGE 10
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Mitchell

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Manager.

_____

_____

_____ _____

J. H. White 420 E. Main Alice Tex
J. A. Garcia
Witnesses to signature of lessee.
725 Loma St
Alice, Texas

Gordon A. Sellards
Lessee.

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Schedule "A"

RENTALS AND ROYALTIES

Rentals—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of producing oil and gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery

Minimum royalty— To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production—To pay the lessor 12½ per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount of value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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BUREAU OF LAND MANAGEMENT

Form No. 4-1141
First Edition

This form must not be filed after August 1, 1951

RECEIVED
AUG 17 1951
Bureau of Land Management
Land and Survey Office
Cheyenne, Wyoming

ORIGINAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R990.

Office .....
Serial No. .....
Receipt No. 24115

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 ..... Albert E. Shaw ..... Checks 185 185

P. O. Address ..... 209 Wasatch Oil Building, Salt Lake City 1, Utah .....
hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
..... 6th P. ..... Meridian ..... Wyoming (State)	..... Meridian ..... (State)
T. 28 N. R. 113 W. Sec. .....: Legal subdivisions	T. .....: R. .....: Sec. .....: Legal subdivisions
Sec. 14: W½ Preference right for new five year lease on Evanston 022161, pursuant to Act of Congress approved July 29, 1942 (56 Stat. 726:30 U. S.C.) 022756	CERTIFIED to be a true and comparative copy of the official records on file AUG 11 1992 Nancy Wright BUREAU OF LAND MANAGEMENT
Total Area 320 Acres	Total Area ..... Acres Rental retained $.....

4. Amount remitted: Filing fee $10, Rental $ 160.00, Total $ 170.00

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

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

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

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 14th day of August 19 51

WITNESS

J. T. Morgan S. L. C. Utah — Albert E. Shaw (Lessee signature)

238248

RECORDED August 18 19 92 9:45 AM
IN BOOK 89 OF Misc. PAGE 17
FEES $ 8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Nicks

(Lessee signature)

(Attorney-in-fact)

Effective date of lease ..... subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

(Title)

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

This form may be reproduced provided that the copies are exact reproductions on one page of both sides of this official form, in accordance with the provisions of 43 CFR 192 42 (a).

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LEASE TERMS

SECTION 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

SEC. 2. The lessee agrees:

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

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

(c) *Wells.*—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate, or as to which the royalties and rentals are paid into different funds than are those of this lease; or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may reasonably require in order that the leased premises may be properly and timely developed and produced in accordance with good operating 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 production hereunder shall be 5 percent for 10 years following the date of discovery, and thereafter the royalty rate shall be 12½ percent. If this lease is committed to an approved unit or cooperative plan, the 5 percent rate herein provided shall, for the purpose of computing royalty due the United States, inure to the benefit of all committed land within the participating area established by reason of such discovery.

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

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

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

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

(f) *Contracts for disposal of products.*—To file with the Oil and Gas Supervisor of the Geological Survey not later than 30 days after the effective date thereof any contract or contracts or 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, and that, but not limited to, provisions relating to gas waste, taking royalty in kind, and the method of computing royalties due as based on a posted price 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, while the records 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, the 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 the lease was predicated before abandonment of 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 or all shall have the right to enter on the property and to accomplish the purposes of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

(k) *Taxes and wages, freedom of purchase.*—To pay when due all taxes lawfully assessed and levied under the laws of the State or the United States upon improvements, oil and gas produced from the lands hereunder, or other rights, property, or assets of the lessee; to accord all workmen and employees complete freedom of purchase; and to pay all wages (the 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 insure 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 with a $10 filing fee 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 said oil or gas without discrimination the oil or gas of the Government or of any citizen or concern not the owner of any pipeline, operating a lease or purchasing or selling oil or 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) *Leads patented with oil and gas deposits reserved to the United States.*—To comply with all statutes of any contents and regulations thereunder, if the lands embraced herein have been or shall hereafter be designated under the laws governing to the United States the deposits of oil and gas therein, but only to such rental terms as are or may hereafter be provided by the laws governing such oil or gas.

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

(q) *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily: (1) Causing or contributing to soil erosion or damaging any forage and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees, and upon 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 on cause 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 therefrom or to dispose of any resource in such lands which will not unreasonably interfere with operations under the lease.

(c) *Monopoly and fair prices.*—Full power and authority to promulgate and enforce all orders necessary to insure the sale of the 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 lessee elects to take the helium the lessee shall deliver all gas containing same, or portion thereof reserved, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, where upon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well 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 extraction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) *Fissionable materials.*—Pursuant to the provisions of section 5 (b) (1) of the act of August 1, 1946 (60 Stat. 755, 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 damages to lessee occasioned thereby.

SEC. 4. *Inspection and production reports.*—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 notification, the Secretary of the Interior, or any persons, 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 determination 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 land shall for nine months thereafter be considered 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, the 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 plugs 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 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 the lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

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

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

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

4. This offer must be prepared in quintuplicate and filed in the proper land office. The term "filing" means the actual receipt of the offer in the proper land office. If the land is in a State in which there is no land office, the offer must be filed with the Bureau of Land Management, Department of the Interior, Washington 25, D. C. If less than five copies are filed, the offeror will have 15 days from the date of first filing to file the other required copies, failing 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 4-1193, 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 omitted 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 recognized prior to the issuance of a lease for the lands or deposits [redacted] 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 single system. (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 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 his agency and interest and by evidence of the agent's authority to execute the offer and lease. (e) The offer is signed by a person under 21 years of age or at least three names are not signed by the offeror. (f) More 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 3 a), 5, 11 and 15 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 space provided at bottom of item 2. Unit area except where the rule of approximation applies, must not exceed 2,560 acres. All of the land must be within a single system. The lands requested should be described by legal subdivisions of the public land survey, by metes and bounds, or by protracted surveys, if any, connected by courses and distances with some corner of the public land survey. Where possible the approximate legal subdivisions of unsurveyed lands should be stated.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the classification 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 required as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priority 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 such lots or quarter-quarter sections according to 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 refunded. 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 required to pay the additional rental of 50 cents an acre on all the leased land as the result would be such lands as $1 per acre. In Alaska, the rental [redacted] company the offer should be at the rate of 25 cents per

[redacted]

Item 6 (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 name and state as to the citizenship of her husband. This information should be supplied on a separate sheet attached to Form 4-1123.

If lessee is a corporation it must show that 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 when the corporation has reason to believe are aliens, or who have addresses outside of the United States indicating which classes of stock have voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and, to the extent known to the corporation, or which can be reasonably ascertained by it, the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens or the exempted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. If a certificate of incorporation has been filed a reference to the previous serial number, together with a statement of any subsequent amendments, will be sufficient. A single copy of any additional information required by the provisions of this paragraph will be sufficient.

Item 6 (b).—Acreage included in unit plans and certain section 18 and 19 leases is not chargeable.

Item 8 (a).—Whenever applicable the stipulations referred to will be made a part of the lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: 4-218 stipulations for lands in national forests; 4-467 lands potentially leasable; 4-467a lands within the flow lines 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 8 (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 8 (e).—If there are entities attach a sheet giving the name and post-office address of each and description of the lands claimed by metes and bounds and approximate legal subdivision.

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[1] Items numbered according to numbers on [redacted]

Form 2-313

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Rawlins

Serial 023554

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JAN 1 2018 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and C. M. Hall, 634 South Walcott Street, Casper, Wyoming.

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the ~~district~~

~~T. 28 N., R. 113 W., 6th P. M., Wyo.~~
~~sec. 26, lots 1, 2, S½NW¼, NE¼, S½;~~ SE¼NW¼, E½SW¼
~~sec. 27, lot 6;~~
~~sec. 35, lot 2;~~

X X X

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.

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 11 1992
BUREAU OF L[redacted]NAGEMENT

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

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.--To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.--Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the 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 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Director of the Bureau of Land Management.

_____

_____

_____

_____ _____

Witnesses to signature of lessee.

_____
Lessee.

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Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

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Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

Form 4-243
(December 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Contract No. I-3L(24) Serial 0153.3

Office Wyoming

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED
Sec. 1, Act of July 29, 1942 (56 Stat. 726)

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 1st day of Dec. 1951 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and General Petroleum Corp., Box 1652, Casper, Wyoming.

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in ~~the~~ Sublette County

T. 28 N., R. 113 W., 6th P.M., Wyoming.
Sec. 4, lots 5, 6, S½NE¼, SE¼;

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Cert. 17232 $ 15.00

Rental - $1.00 per acre per year

containing 312.53 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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238250

(1)

RECORDED August 18 19 52 9:45 A M
IN BOOK 89 of Misc. PAGE 26
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

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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4-213
(December 1949)

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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(December 1949)

(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

In Series 4

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____

Manager, Land and Survey Office

_____

_____

_____

_____

_____

Witnesses to signature of lessee.

_____

Lessee.

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BUREAU OF LAND MANAGEMENT

Schedule "A"

RENTALS AND ROYALTIES

Rentals--To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of producing oil and gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty--To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production--To pay the lessor 12½ per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount of value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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Form 4-213

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston
Serial 024168

COMPETITIVE

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 NOV 1 1947 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and The Texas Company, P. O. Box 2100, Denver 1, Colorado,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

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: Wyoming

T. 27 N., R. 113 W., 6th P. M., Wyoming,
sec. 22, S½SW¼;
sec. 27, W½SE¼.

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containing 80 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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IN BOOK 89 M & L PAGE 33
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the heliumm has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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(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 pant of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Director of the Bureau of Land Management.

_____

THE TEXAS COMPANY

/s/ D. E. Sanburg
1810 W. 49th Place,
Denver, Colo.

/s/ H. L. Mazchoff,
906 Grant, Denver 3, Colo.

By /s/ Tom T. Freeman
Agent and Attorney-in-Fact

Witnesses to signature of lessee.

Lessee.

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SCHEDULE "B"
RENTALS AND ROYALTIES

Rentals. - To pay the lessor in advance on the first day of the month in which the lease issued and for each lease year thereafter prior to a discovery of oil or gas on the leased lands, a rental of $1.00 per acre.

Minimum royalty. - To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1.00 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1.00 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) 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	"	"

(2) On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the 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, 16-2/3 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.

The average production per well per day for oil and for gas shall be determined pursuant to 30 C.F.R., Part 221, Oil and Gas Operating Regulations.

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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Form No. 4-1158 (GEMENT
First Edition
This form must not be filed after August 31, 1951

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R990.

WYOMING
Office .....
Serial No. 066561
Receipt No. .....

20902

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 ..... Richard L. Peterson .....

P. O. Address ..... Box 253, Douglas, 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. 28 N. R. 113 W. Sec. 15 ..... Legal subdivisions	T. ..... R. ..... Sec. ..... Legal subdivisions
238252 N½NE¼, SE¼NE¼	This lease embraces the area and the land described in Item 2.
	..... rental is the rental ..... in Item 4.
SUBLETTE COUNTY Total Area 120.00 Acres	Total Area ..... Acres
	Rental retained $ .....

RECORDED August 18 1992 9:45A M
IN BOOK 89 Misc. PAGE 40
FEES $8.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Higgins

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4. Amount remitted: Filing fee $10, Rental $ 60.00, Total $ 70.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born yes 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.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 18th day of May 19 51

WITNESS
J. Boslaugh Douglas, Wyo.

Richard L Peterson
(Lessee signature)

(Lessee signature)

(Attorney in fact)

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

THE UNITED STATES OF AMERICA

By Elly Williams
(Signing officer)

Effective date of lease JULY 1, 1951

Manager, Land and Survey Office
(Title)

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

LEASE TERMS

Section 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities, subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

Sec. 2. The lessee agrees:

(a) *Bonds.*—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) To furnish a bond in a sum equitable the amount of $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the known geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and to maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (4) Until a general lease bond is furnished and maintains a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. (5) In all other cases where a bond is not otherwise required, to furnish not less than 30 days prior to the due date of the next annual rental a $1,000 bond conditioned on compliance with the lease obligations. But this requirement may be successively dispensed with by payment of such successive annual rental not less than 30 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 under different conditions than are those of this lease, or as to any part of such drainage not compensated for by royalties paid with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined by said Director. (2) At the election of the lessor, to drill and produce other wells in conformity with any system of well spacing or production requirements affecting the field or area in which the leased lands are situated which is authorized and sanctioned by applicable law or by the operation of the Interior and not covered by the preceding subparagraph. (3) 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 on the amount or value of production removed or sold from the leased lands as follows:

Rentals.—To pay the lessor in advance 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 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 leases 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 fifth 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, or the equivalent of such lease year, the difference between the actual royalty paid during the year if less than $1 per acre, and the prescribed minimum royalty of $1 per acre, provided that if this lease is committed, the minimum royalty shall be payable only on the participating acreage and rental shall be payable on the nonparticipating acreage as provided in subparagraph (ii) (a) above.

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

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

(3) When paid in value such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor unless otherwise agreed to by the parties hereto at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, it being agreed that the production royalty of oil or other products stored beyond the last day of the calendar month next following the making of royalty reports shall be responsible to the lessor for the amount thereof and may be disposed of by the lessor unless storage for a longer period is approved by the lessor.

(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 by the Secretary of the Interior whenever, in his judgment, it is necessary to do so in order to promote development, or because the lease cannot be successfully operated under the terms fixed herein.

(e) *Payments.*—(1) Unless otherwise directed by the Secretary of the Interior, to make rental payments or other payments to the proper office of the Bureau of Land Management. Payments will be made to the order of the Treasurer of the United States or as directed by the lessor. Checks are received subject to collection and in the event a check is not honored in payment the lessee will be notified that unless the check is paid by return mail the lease may be terminated.

(2) Except as otherwise provided herein, to tender payment sufficient in amount to cover the rental for the next lease year at least 30 days prior to the anniversary date of the lease.

(f) *Diligence, plans and reports.*—(1) Such time each month from the issuance of the lease, unless otherwise authorized, to drill and produce all wells necessary to protect the leased lands from drainage by wells on lands not the property of the lessor, or lands of the United States leased at a lower royalty rate,

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ORIGINAL

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07590-5A

Form No. 4-1158
First Edition
This form [illegible] be filed
[illegible]
Acceptable reproduction
Natural Blue Print Co.
Box 741
Casper, Wyoming

RECEIVED
JUL 29 1951
Land Survey Office
Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
PREFERENCE RIGHT - Evanston 022241

Form approved.
Budget Bureau No. 42-R991.

Office Wyoming
Serial No. [illegible]
Receipt No. 23024

OFFER TO LEASE AND LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive 5-Year Public Domain Lease)
(Sec. 1, Act July 29, 1942 - 56 Stat. 726 CFR 43- Part 192)

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

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

Check 90.00

1. Name General Petroleum Corporation

P. O. Address P. O. Box 1652, Casper, 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)
Sixth Principal Meridian, Wyoming (State)	..... Meridian ..... (State)
T. 28 N., R. 113 W., Sec. 34: Legal subdivisions	T. ..., R. ..., Sec. ...: Legal subdivisions
E½NW¼; NE¼SW¼; NW¼NE¼	This lease embraces the area and the land described in Item 2.
	The rental retained is the rental amount shown in Item 4.
Total Area 160.00 Acres	Total Area ..... Acres
Sublette County	Rental retained $ .....

238253

RECORDED August 18 19 51 9:45 AM
IN BOOK 89 M. R. PAGE 42
FEES $ 10.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Higgins

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

AUG 11 1952

BUREAU OF LAND MANAGEMENT

4. Amount remitted: Filing fee $10, Rental $ 80.00, Total $ 90.00

5. Undersigned certifies as follows:
(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): A Delaware Corporation.
Qualifications on file under Serial No. Sacramento 027477 and Serial No. Great Falls 085384.
(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.

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filing of this offer."

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 11th day of July, 19 51.

WITNESS

Edward M. Whitford
Elizabeth Lide

GENERAL PETROLEUM CORPORATION
(Lessee signature)
By [signature]
(Signature of attorney-in-fact)
Vice President
By [signature]
(Signature of attorney-in-fact)
Asst. Secretary

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.

September 1, 1951
~~AUG 1 1951~~ See Decision 7 10-31-52

THE UNITED STATES OF AMERICA
By [signature]
(Signing officer)
Manager, Land and Survey Office
(Title)

Effective date of lease ~~SEP 1 1951~~

[redacted] S. C. sec. 1001 makes it a crime for any person kn[redacted]willfully to make to any Department or agency of the [redacted] false, fictitious or fraudulent statements or repres[redacted] any matter within its jurisdiction.

[redacted] [redacted] [redacted]

LEASE TERMS

SECTION 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of such agreement to govern the lands subject thereto, where inconsistent with the terms of this lease.

SEC. 2. The lessee agrees:

(a) *Bonds.*—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) To furnish a bond in a sum double the amount of $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the lessee's land within the known geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations on the land a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted. (4) Until a general lease bond is filed to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. (5) In all other cases where a bond is not otherwise required, to furnish not less than 60 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 succeeding annual rental not less than 30 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 the 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 lessee, or lands of the United States leased at a lower royalty rate, it being the intention of the parties hereto that the royalties and rentals are paid upon leases of different kinds rather than upon the ownership of any part of such leases or upon operations conducted thereon, except as may be provided in section 27 of the Mineral Leasing Act, as amended, or with the consent of the Secretary of the Interior, to compensate the lessee in full each month for the estimated loss of royalty through drainage in the amount determined by 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 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 the 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) Excepting only the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter prior to a discovery of oil or gas on the lands leased, $1 per acre or fraction thereof.

(ii) If the lease is committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, the rental prescribed for the respective lease areas 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 a date on which production in paying quantities is established from any portion of the leased land, to pay the lessor at the expiration of each lease year, or the differences 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 the 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 paragraph (a) (ii) above.

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

(2) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum values for purposes of computing royalty on any or all oil, gas, natural gasoline, and other products obtained from or allocated to the leased land, 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. Before any royalty on coal, oil shale, or gas is due, the lessee may be required by the lessor to remove the same from the leased lands or to account therefor to the lessor at a point not more than 200 miles by road from the mine, well, or gasoline plant. The lessee shall be responsible 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 he is authorized to do so by law or that for the purpose of conserving the greatest ultimate recovery of oil or gas and in the interest of conservation of natural resources, it is necessary to do so in order to promote development or because the lessee 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.*—Unless otherwise authorized by the Supervisor of the Geological Survey, to file with the land office where the lease is recorded any contract or agreement for the sale or disposal of oil, gas, natural gasoline and other products of the leased land. Every such contract or agreement shall be considered as modifying any of the provisions of this lease, and a copy of any oral agreement shall be reduced to writing and filed. Failure to file any such contract or agreement within 30 days after the execution thereof shall subject this lease to cancellation.

(g) *Statements, plats and reports.*—(1) Such logs and in such form as the lessee may prescribe, to furnish lists of instruments showing the amounts and kinds of all products removed and sold from the lease, the gravities thereof, 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 productive sands, thicknesses, depths, and rates.

(2) Monthly, while drilling, and within 15 days after completion or abandonment of each well, a log and complete information on all wells drilled and tests in form prescribed by the lessor, if oil or gas is found in any of the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish there on forms obtained from the lessor when required. All of the reports required under this paragraph up to the payment of lessee's royalty shall be kept confidential by the lessor unless the lessee consents to their publication.

(h) *Maintenance of improvements.*—To keep in good repair all equipments, machinery, and fixtures and buildings and other improvements necessary to the preservation of the property, and to maintain all roads, trails, telephone lines, and bridges in good condition.

(i) *Protection of deposits, property, and employees.*—To take such reasonable precautions as may be required to prevent operations from unnecessarily (1) injuring or damaging the land or deposits, including timber, forage, and improvements of a surface owner or (2) damaging range improvements whether owned by the United States or by its grazing permittees or lessees, and upon abandonment of operations so far as practicable to clean and restore the surface to its former condition. The lessor may prescribe the steps to be taken and reasonable rules to be made with respect to lands of the United States and improvements thereon.

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

(k) *Delivery premises on expiration 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, or used, or held for use as 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) *Reservation 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 the use of any resources in such lands which will not unreasonably interfere with operations under this lease.

(c) *Monopoly and fair prices.*—Full power and all rights to prevent waste and to control all matters necessary to protect the rights of the United States in the lands of the United States and to the public against 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. 1381, as amended, the reserved part of 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. To cause the lessee elects to take the helium the lessee shall deliver all gas containing same, or portion thereof, delivered to the lessee 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 unreasonable delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a loss in the value of the gas from which the helium has been extracted, or loss otherwise for which he is not reasonably compensated, nor for the value of the helium so extracted. The lessor further reserves the right to erect, use, maintain, and operate any and all reduction works on the leased lands, but not necessarily for the extraction of helium on the premises leased.

(e) *Taking of equipment.*—All rights pursuant to section 30 of the act to take equipment in amount or at value of public use.

(f) *Caving.*—All rights pursuant to section 40 of the act to prevent caving and lease or operate valuable water wells.

SEC. 4. Fissionable materials.—Pursuant to the provisions of section 5 (a) (2) of the act of August 1, 1946 (60 Stat. 326, 740, 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. 5. *Diligent and profitable operations.*—It is agreed that the rate of prospecting and developing and the quantity of each 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 the policies and conservation programs of any State in which the lands affected are situated; the economics of the situation, including the cost of production, the necessity for building and operating gasoline plants or other works, and the probable demand for the oil and gas; the hazards to life, property, and the environment incident to operations; and the importance of the production to the State and local communities in which the lands are situated, including the volume of taxes and other revenues that may be derived therefrom. After consultation with the proper representatives of the State in which the lands are situated, the Secretary may alter or modify from time to time the rate of prospecting and development and the quantity and rate of production from the lands leased by the lessee.

SEC. 6. *Conservation and termination of lease.*—The lessee may surrender this lease or any legal subdivision thereof by filing or causing to be filed a written relinquishment in duplicate, which shall be effective as of the date of filing, subject to the continued obligations of the lessee and the surety to make payment of all unpaid rentals and royalties and to place all wells on the land to be surrendered in condition for suspension or abandonment in accordance with the applicable lease terms and regulations.

SEC. 7. *Forfeiture of rights and cancellation of lease.*—Upon the lessee's failure to comply with any of the provisions of the act or the regulations issued thereunder or of this lease, after due notice in writing, such lease may be canceled by the Secretary of the Interior, but the lessee may surrender the lease or any part thereof and shall thereupon be relieved of all future rentals and obligations with respect to the lands surrendered: *Provided*, That the lessee shall not be relieved of any obligation or liability incurred prior to such surrender or cancellation, nor shall the surrender affect the right of action or claim of the United States for any such obligation or liability. Any valid assignment of all or any part of this lease shall relieve the assignor of all obligations thereafter accruing with respect to the assigned portion of the lease, but the assignor shall not be relieved of any obligation or liability incurred prior to the assignment. Failure to pay the rental on or before the anniversary date of this lease will automatically terminate the lease, subject to the provisions of section 31 of the act. Failure to comply with any of the provisions of the act or the regulations issued thereunder, or of this lease, after due notice in writing, will subject the lease to forfeiture if such default continues for the period prescribed by the act or regulations after service of notice. Lessee will be given opportunity for a hearing prior to cancellation of the lease in whole or in part.

SEC. 8. *Extraction of helium; production incentive.*—After discovery of helium in any well on the leased lands, the lessee shall have the privilege at any time within a period of not less than one year thereafter, subject to any rules and regulations issued pursuant to section 16 of the act, to continue operations thereon for the production of helium, during which period the royalty payable to the lessor shall be at such rate, not less than the royalty specified in this lease and not more than double that specified, as the Secretary of the Interior may determine to be necessary to encourage the production of helium. During said period of not less than one year the lessee shall diligently prosecute the work necessary to complete a well capable of producing helium in paying quantities or to rework or deepen a well already drilled, or to install equipment in a well already drilled capable of producing helium in paying quantities, and upon completion of any well as a helium well, or of the equipment as such, shall furnish the lessor with a sworn statement of the fact and date of such completion. If the lessee fails to prosecute the work with reasonable diligence during said period of not less than one year, the lessee shall pay royalty at the regular lease rate for helium produced during any subsequent period of operation under the terms of this lease.

SEC. 9. *Assignments and successors in interest.*—Subject to the provisions of section 30 of the act, this lease may be transferred in whole or in part to any person, association, or corporation qualified to hold such lease interest. Pending approval of a proposed assignment, the assignee shall be bound by the terms of the lease to the same extent as if he were the lessee. All successors in interest of the lessee, whether by assignment, descent, will, or operation of law, shall be bound by the terms of this lease prior to the approval or recognition by the lessor of transfers of the lessee's interest. Each assignment or transfer of this lease or any part thereof shall be executed by the assignor or transferor and acknowledged before a notary public or other officer duly authorized by law to take acknowledgments of conveyances of real property in the State where the lands are situated. Each instrument of assignment or transfer shall be filed for approval within 90 days after the date of execution, or prior to the first anniversary date following the execution by the parties thereto, whichever is later. Each instrument shall describe the lands involved in the assignment or transfer by legal subdivision, if surveyed, and by metes and bounds, if unsurveyed, and shall state the percentage of interest assigned or transferred. A service charge of $25 shall be paid to the lessor for approval of each assignment or transfer affecting a separate lease.

SEC. 10. *Unlawful interest.*—It is also further agreed that no Member of, Delegate to Congress, or Resident Commissioner, after he elected or appointed or entitles before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom, and the provisions of section 3741 of the Revised Statutes of the United States, as amended (41 U. S. C. sec. 22), and sections 431, 432, and 433, Title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

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

2. Use form 4-1123 (August 1948) to offer lands in the known geologic structure of a producing oil or gas field. Use form 4-1124 (August 1948) to offer lands not within the known geologic structure of a producing oil or gas field.

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

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

5. The offeror shall mark one of the copies first filed as 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 the 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 lease prior to the offeror's rights there will be amended to include the omitted land, unless, before the issuance of the amendment, on Form 4-1158, the land office receives the will thereof of the offeror as to such land or an election by it to receive a separate lease to be dated in accordance with 43 CFR 192.60 (b) (1). In 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 omitted 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 offer, the assignor may assign an undivided fractional interest in the whole offer. Any assignment or assignments of an offer must include a statement that the assignee agrees to be bound by the offer to the extent it is assigned, and must be signed by the assignee. In other instances assignments of the offer will not be approved prior to the issuance of a lease for the lands or deposits covered by said assignments.

9. The offer will be rejected and returned to the offeror with any rental paid and will afford the offeror no priority if: (a) The land description in the offer fails to identify the lands or the lands are not entirely within a known structure. (b) The lands embrace 2,560 acres or more where the offer is filed prior to simultaneous filing day for the first year's rental. In case simultaneous filing day, the rental payment to be for the total acreage included in the offer, but for the total acreage computed on the basis of 2,560 acres for each legal subdivision. (c) The offer is not signed by the person or persons who executed the offer and the offeror's qualifications are not established. (d) The offeror's own signature with respect to his qualifications appears on the offer as an agent of the agent's authority to execute the offer on his behalf. (e) The offer is signed by a person under 21 years of age or by an agent if the proper age and signed by the offeror. (f) More than five copies of the offer are filed and the copies which are not removed to the land office before the expiration of 15 days from the date of receipt of the copies first filed. (g) There is a conflict between the land described in the offer and the land described in any other offer filed prior thereto which is pending or which has resulted in the issuance of a lease. (h) The offer is not filed in the proper land office. (i) The offeror fails to submit the first year's rental with the offer. (j) The offeror is a minor, a corporation not authorized to hold leases, or a member of a class forbidden by law to hold leases. (k) The offeror has failed to file within the time allowed a required showing of diligence in connection with a prior offer for the same land. (l) The offeror has held directly or indirectly, a lease for the same land which has been terminated within 90 days prior to the filing of the offer because of the lessee's failure to comply with the terms thereof. (m) The offeror has failed to exercise due diligence in connection with a lease for other land in which he has held an interest and which has been terminated within 90 days prior to the filing of the offer because of such failure. (n) The offeror has held a lease for other land in which he has held an interest which terminated within 90 days prior to the filing of the offer because of the failure of the lessee to make payments of royalty when due. (o) The offeror has failed to exercise due diligence in connection with a lease for other land in which he has held an interest and which has been assigned within 90 days prior to the filing of the offer because of such failure. (p) The offeror has held a lease for other land in which he has held an interest and which has been relinquished within 90 days prior to the filing of the offer, unless the offeror shows that the relinquishment was necessary because of the combined acreage limitation. (q) The offeror has failed to file within the time allowed a required showing of diligence in connection with the drilling of a well on the land described in the offer, unless the offeror shows that the failure was due to circumstances beyond his control. (r) The offeror has failed to exercise due diligence in connection with the drilling of a well on the land described in the offer, unless the offeror shows that the failure was due to circumstances beyond his control. (s) The offeror has failed to exercise due diligence in connection with the drilling of a well on the land described in the offer, unless the offeror shows that the failure was due to circumstances beyond his control.

B. SPECIFIC INSTRUCTIONS

Item 1.—Total area of land requested should be shown in acres in space provided at top of Form 4-1123. If land is described by reference to approved official plats of public surveys, a copy of the land plat must be attached to and filed with the offer. If land is described by reference to a legal subdivision of the public land survey, the land must be described by the name of the principal meridian, township, range, and section and/or appropriate lot or tract and basis for computation of acreage in accordance with the public land survey. Where possible the acreage must be computed by use of computation tables issued by the Bureau of Land Management.

Item 2.—This space must be filled in. Where lease is issued this space will control in the determination of the exact acreage of land covered by the lease.

Item 3.—The lessee must pay the first year's rental with the offer. The amount of the first year's rental is determined by the number of acres described in the offer and the rate per acre. The rate per acre is 50 cents per acre or fraction thereof. The $10 minimum rental will be applied where the total rental computed at the rate per acre is less than $10. Where the land is entirely outside the known geologic structure of a producing oil or gas field, the rental is 50 cents per acre or fraction thereof. If the land is entirely within the known geologic structure of a producing oil or gas field, the rental is $1 per acre or fraction thereof. If the land is partly within the known geologic structure of a producing oil or gas field, the rental is $1 per acre or fraction thereof. If the land is entirely within the known geologic structure of a producing oil or gas field, the rental is $1 per acre or fraction thereof. If the land is partly within the known geologic structure of a producing oil or gas field, the rental is $1 per acre or fraction thereof.

Item 4.—Lessee's qualifications: Indicate whether a citizen (by birth or naturalization). If naturalized, give date of naturalization and the court in which naturalized and the certificate number, if known. If lessee is a corporation, state whether organized under the laws of a State and the date of organization and the name of the State in which incorporated. Use separate sheet if more space is required. Qualifications of lessee must be supplied on a separate sheet attached to Form 4-1123.

If lessee is a corporation it must show it is qualified with respect to the ownership of stock 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 the stock which is owned or controlled by or on behalf of any one person. If any of the stock is held by or on behalf of persons who are not known to the corporation to be citizens of the United States, including each class of stock having voting rights. If more than 10 percent of the voting stock or of all of the stock is owned or controlled by or on behalf of such persons, the corporation must give their names and addresses, the amount and class of stock held by each, and to the extent known to the corporation or which can be reasonably ascertained by it the facts as to the citizenship of each such person. If any appreciable percentage of the stock of the corporation is held by aliens or if the corporation is controlled through stock ownership, management, or otherwise, by or on behalf of aliens, and if the alien character of such interest or control is such that, in the opinion of the Secretary of the Interior, the application will be detrimental to the interest of the United States, the application will be denied. If 25 percent or more of the stock of any class of common or preferred stock is held by aliens or on behalf of aliens, a separate showing of the citizenship of the interest in such class must be furnished. If a certificate of incorporation has been filed in a reference to the lessee on record in any land office, a statement to that effect and a statement of any subsequent changes in the articles must be filed.

Item 5.—Acreage applicable to the stipulated royalties will be noted in a part of the lease and will be limited to the lands in the lease when issued. The lease covering these lands will be as follows: $.15 per acre or fraction thereof for lands not known to be within the known geologic structure of a producing oil or gas field; $1 per acre or fraction thereof for lands within the known geologic structure of a producing oil or gas field. Where other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 6.—If lessee is a corporation, its offer to lease will be accepted if evidence of authority of the officer executing the offer to bind the corporation is furnished at the time of the signing. Failure to furnish such evidence will result in the offer being rejected. The offer to lease must be executed by the person or persons making the offer with the same formality as a deed. If executed by a corporation, the offer must be executed in the corporate name by an officer thereof authorized to execute contracts of sale, and the corporate seal should be affixed. If executed by a partnership, all members must sign the offer unless one member has been authorized to execute leases for the partnership, in which case evidence of authority must be furnished. If the offer is executed by an agent, a power of attorney authorizing the agent to execute the offer must be filed with the offer to lease.

Item 7.—Lessee's address must be fully stated.

Item 8.—Where and successors in interest.—It is further agreed that participation hereunder shall extend to and be binding upon and every benefit hereof shall inure to the lessee heretofore mentioned, 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 he elected or appointed or entitled 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.

1 Items numbered according to numbers on offer form

EXHIBIT "A"

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

J. A. GRACE, being first duly sworn, deposes and says:

That he is an officer, to-wit, the Assistant Secretary of General Petroleum Corporation, a Delaware corporation, the offeror named in the foregoing Offer to Lease and Lease for Oil and Gas, and as such officer he is authorized to make and does make this affidavit for and on behalf of said corporation;

That he has read the foregoing Offer to Lease and Lease for Oil and Gas and knows the contents thereof, and that the officers signing the foregoing Offer to Lease and Lease for Oil and Gas are duly authorized to do so, and that the same is true of his own knowledge except as to the matters therein stated on information or belief, and as to those matters that he believes the same to be true.

J. A. Grace

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Subscribed and sworn to before me
this 11th day of July, 1951.

Notary Public in and for the County
of Los Angeles, State of California

RPD:mf
6/27/51

Form 4-213
(August 1947)

Lessor requires execution
by October 1948

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 024241

NONCOMPETITIVE

3

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 May, 1948 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Joseph Allen, 156 Montogomery Street, San Francisco, California, 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:~~

T. 28 N., R. 113 W., 6th P.M., Wyoming.
sec. 1, E½ (lots 5, 6, 9, 10, 11, SW¼NE¼, W½SE¼);
sec. 11, E½;
sec. 12, all;
sec. 13, all;
sec. 14, E½.

containing 2130.52 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 lease land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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SUBLETTE COUNTY, PINEDALE, WYOMING

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Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

For the Director, Bureau of Land Management

By Lorraine Rakkenen

Director of the Bureau of Land Management.

Acting Deputy

Vera Bollschweiler Evanston

M. F. Stanley, Evanston, Wyo.

Witnesses to signature of lessee.

Joseph Allen

Lessee.

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

AUG 12 1992

Elizabeth Ellen Burden

BUREAU OF LAND MANAGEMENT

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

CERTIFIED
to be a true and complete copy
of the official records on file
AUG 12 1992
BUREAU OF LAND MANAGEMENT

Form 4-212

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 023229

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JUL 1 1947 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and Harry Failing, 2450 Cerritos Avenue, Long Beach, California, party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in ~~this~~

T. 27 N., R. 112 W., 6th P.M., Wyoming;
Sec. 9, Lots 2, 3;
Sec. 10, Lots 4, 5;
Sec. 20, Lots 3, 4;
Sec. 21, Lots 9, 10, 11, S½SW¼;

238255

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FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Wiggins

containing 278.99 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

16—60705-1

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.

16—50705-1

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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.—Not to create overriding royalties in excess of 5 percent.

(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.

16—50705-1

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

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

16—50705-1

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.

JUN 26 1947

By _____
Director of the Bureau of Land Management.

_____

_____

_____

_____

_____

_____

Witnesses to signature of lessee.

_____
Lessee.

U. S. GOVERNMENT PRINTING OFFICE 16—50706-1

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

U. S. GOVERNMENT PRINTING OFFICE 16—50658-1

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.

4-2081
(March 1946)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 022261

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 1992 day of by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and Lillian Stefonick,
Le Barge, Wyoming
party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (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. 28 N., R. 113 W., 6th P. M., Wyoming
Sec 19, lot 5, $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$
Sec 31, $E\frac{1}{2}NE\frac{1}{4}$
Sec 32, lot 1, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$

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SUBLETTE COUNTY, PINEDALE, WYOMING

containing 563.20 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; 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 reasonably require to insure reasonable diligence in the development and operation of the property.

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."

(*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	"
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"	400	XXXXXXXXXXX	"	" "	25	"

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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, but in no event shall such royalty be less than $1 per acre per annum, payable at the end 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) [illegible] with the above pro[illegible]

(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) Wh[redacted] in value, such royalties on produ[redacted]shall be due and payable monthly on the [redacted] 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.

(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 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.

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due and paya[redacted]e workmen employed by the lessee, [redacted]pon a satisfactory showing to the S[redacted]y 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 2 2 1946

By Acting Director BUREAU OF LAND MANAGEMENT

Commissioner, General Land Office.

Witness to signature of— Lillian Stefonick

Ivan D. Stone KLAMATH, WYOMING

Ruth M. Sloan KLAMATH, WYOMING

Lillian Stefonick

U. S. GOVERNMENT PRINTING OFFICE 16—19583-1

Serial 022261

RESERVATION OF FISSIONABLE MATERIALS

The lessee hereby consents 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 material which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove same.

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BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 09561 (a)

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

(Sec. 14-13)

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

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

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

SEC. 1. Purposes.--That the lessor in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tract of land situated in the La Barge Field (undefined) and more particularly described as follows:

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

238257

RECORDED August 18 1932 9:45A M
IN BOOK 89 of M L Records PAGE 65
FEES $1.40 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Nissen

together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of twenty (20) years, with the preferential right in the lessee to renew this lease for successive periods of ten (10) years, upon such reasonable terms and conditions as may be prescribed by the lessor, unless otherwise provided by law at the time of the expiration of such periods.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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 [illegible] average production per day for the calendar month from the land leased is less than 5,000,000 cubic feet, and [illegible] per cent where the average daily production is 5,000,000 cubic feet or over.

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

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

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

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

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

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

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

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

(h) Diligence—Prevention of waste—Health and safety of workmen.—To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees; to plug securely any well before abandoning the

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

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

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

(k) Assignment of lease.—Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior first had and obtained.

(l) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, in so far as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

provided this reservation shall not apply to any lands herein described, title to which has passed from the United States.

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

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

(e) Helium.—Pursuant to section 1 of the act, the lessor reserves the right to take all helium from any gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium, the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: Provided, That the lessee shall not, as a result of the operation in this section provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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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 (Seal) THE UNITED STATES OF AMERICA,

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

Witness to signature of—

Lessee: Western Slope Oil and Refining Company

(sgd) W. S. Kimball
Its President

(sgd) W. B. Haselmire
Its Secretary

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4-208 f
(September 1940)

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 07555

NORTH LA BARGE UNIT AGREEMENT

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

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 1st day of January, 1940, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and Fred J. Fischler, Helena, Montana,

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," as amended, hereinafter referred to as the Act, which is made a part hereof, WITNESSETH:

SECTION 1. *Rights of lessee.*—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land situated in the

North La Barge field

and more particularly described as follows:

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

Sec. 9, W½SW¼

238258

Leg Bethany A. Wiggins

RECORDED August 18 19 92 9:45 A M
IN BOOK 89 of N L L PAGE 70
FEES $ 16.00 Mary D. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

containing 80 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern to the extent of the lands subject thereto where inconsistencies with the terms of this lease occur.

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

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

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

(*c*) *Wells:* (1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Secretary of the Interior, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, provided such system is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing, to drill and produce such other wells as the Secretary of the Interior may require to insure reasonable diligence in the development and operation of the property.

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

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

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

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

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

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

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

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

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

(5) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum prices for purposes of computing royalty in value on any or all oil, gas, natural gasoline, and other liquid products obtained from gas; and that in no case shal the price so established be less than the estimated reasonable value of the product, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters.

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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 puposes shall not exceed ten (10) barrels per well per day, or where the cost of production of oil or gas is such as to render further production economically impracticable, if in the judgment of the Secretary of the Interior the wells cannot be successfully operated upon the royalties fixed herein.

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

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

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

(*i*) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith, and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

(*l*) *Diligence—Prevention of waste—Health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas developed or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

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

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[redacted] interest, or otherwise, nor to sub[redacted] portion of the leased premises, [redacted] ith the consent in writing of the [redacted]ary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of five per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

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(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 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, 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.

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SEC. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. *Proceedings in case of default.*—If the lessee shall fail to comply with the provisions of the Act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 17 of the Act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease was earned as a preference right pursuant to section 14 of the Act or covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA,

SEP - 2 1944

By Oscar L Chapman

Assistant Secretary of the Interior.

Witness to signature of—

Jos. A. Minton, La Barge, Wyo.

James H. Kilbourne,

Billings, Montana.

U. S. GOVERNMENT PRINTING OFFICE 16—10563

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BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
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Serial EVANSTON 07538

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Metzger
Wolfgang
Northrop
Bergren

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

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 1st day of January, 1940, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and E. J. Long and H. A. Lewis, Kemmerer, Wyo., party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," as amended, hereinafter referred to as the Act, which is made a part hereof, WITNESSETH:

SECTION 1. *Rights of lessee.*—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land ~~situated in the~~ not within known geologic structure of any ~~field~~ producing oil or gas field and more particularly described as follows:

All Section 5, Twp. 27 N., R. 113 W.,
NE¼, NE¼SW¼, Lot 6 Section 32; NW¼ Sec. 33, Twp. 28 N., R. 113 W., 6th P. M., Wyoming,

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SUBLETTE COUNTY, PINEDALE, WYOMING

**subject to the unit agreement for the North LaBarge Unit Area heretofore approved by the Secretary of the Interior under the Act of February 25, 1920 (41 Stat. 437), as amended, the provisions of said agreement to govern where inconsistencies with the terms of this lease occur,

E.J.L. - N.A.L.

containing 1046.22 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 other 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.

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* The requirement made in the preceding paragraph 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.

(Signed) E. J. Long
H. A. Lewis

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(d) *Rentals.*—To pay ... or in advance for each acre or fr... ...ereof, 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 1 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 28, 1935, no rental shall be payable for the first 2 lease years unless valuable deposits of oil or gas are sooner discovered within the boundaries of the lease, but a rental of 1 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 or more per barrel, the per centum of royalty shall be as follows:

When the average production for the calendar month in barrels per well per day is

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

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(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:

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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day of the [redacted] month next following the calend[redacted]th in which produced. When pai[redacted]ount 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 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 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 investigati[redacted]ffecting said lands, which log, information, and records, or copies thereof, shall be furnished to [redacted]ssor 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.

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(*o*) *Reserved deposits.* comply with all statutory requirem 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 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, 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.

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SEC. 5. [redacted]*er and termination of lease.*—T[redacted]e may, on consent of the Secreta[redacted]he 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, 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 Oscar L. Chapman
Assistant *Secretary of the Interior.*

Witness to signature of—

John C. Dullaghan
417 E. 5th,
Casper, Wyoming

(Signed): E. J. Long,
217 So. Elk St.,
Casper, Wyo,

Jas. Oakley,
Diamondville, Wyo

H. A. Lewis,
704 No. Main St.,
Kemmerer, Wyoming

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U. S. GOVERNMENT PRINTING OFFICE 0—9450

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FORM OF STIPULATIONS TO BE EXECUTED BY APPLICANT AND/OR PERMIT HOLDER UNDER PARAGRAPH 1 OF DEPARTMENTAL ORDER OF APRIL 4, 1932.

Land Office Evanston, Wyoming

Serial No. 07538

1. The applicant consents and agrees that any permit or lease issued under his application shall be subject to the following additional provisions which shall bind himself, his successors, assigns and all others claiming under or through him.

(a) Cooperative prospecting development and unit plans.--The applicant agrees to submit to the Secretary of the Interior for his approval on or before April 5, 1935, ~~date of the permit~~ an acceptable plan for the prospecting and development as a unit of the pool, field or area affecting the permit land, with evidence either that such plan has been agreed to by the parties, in interest and will insure effective unit operation if oil or gas is discovered, or that in the event of failure to so agree the parties will conform to such plan as the Secretary may prescribe, which shall adequately protect the correlative rights of all permittees and other parties in interest, including the United States.

(b) Leases.--The applicant agrees that in the event of a discovery of oil or gas he will promptly apply for leases on the entire permit area.

(c) No production except under unit operation or other cooperative plan.--The applicant agrees that no oil or gas in commercial quantities shall be produced except pursuant to a plan of unit operation, or other cooperative plan approved by the Secretary of the Interior.

(d) Operating methods.--The applicant agrees to conform to regulations of the Secretary, which may likewise be incorporated in any cooperative or unit plan of development or operation approved, as to location and spacing of wells, time and method of drilling, well casing and production programs as may in the opinion of the Secretary be necessary to secure the conservation or increased ultimate recovery of oil and gas.

(e) State and Federal Conservation Laws.--The applicant agrees to comply with all State and Federal laws, regulations and orders and to conform to any allowance of production fixed for the field, pool or area by the State in which the permit land is situated and to proration of market outlet equitably among all producers of said field, pool or area.

(f) Drainage.--The applicant agrees on demand, to protect the United States currently against loss of royalty through drainage from the permit area (except such loss as may be occasioned by operations under a cooperative or unit plan regularly adopted and approved, of which the permit is a part), the amount of such drainage and the loss of royalty resulting therefrom to be fixed monthly by the supervisor of oil and gas operations subject to the right of appeal to the Secretary of the Interior, whose decision shall be final.

(g) Assignments.--The applicant agrees to make no assignment or other disposal of interest, whether royalty, working, or otherwise, except with the approval of the Secretary of the Interior.

Executed in the presence of two subscribing witnesses this ..... day of August, 1933 193.....

Witnesses: (1) J. W. Comer

X Florence H. Comer

Sign here: J. J. Long
(Permittee)

Form approved: A. A. Lewis
(Permittee)

.....
(Secretary)

All permittees must execute; a corporation should execute under its [redacted]

[redacted] DEPAR[redacted]OF THE INTERIOR
BURE[redacted]ND MANAGEMENT
NONCOMPETITIVE

Serial 025991 [redacted]

Contract No. I-3L(24)

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

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

APR - 1 [illegible]

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and General Petroleum Corp. P. O. Box 1652 Casper, Wyoming

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated ~~in the~~ field Sublette County

T. 29 N., R. 113 W., 6th P.M., Wyoming.
sec. 34, all;

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SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Nissen

containing 640.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto whore inconsistencies with the terms of this lease occur.

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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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. 83

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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(f) Statements, plats, and [redacted].—At such times and in such form as [redacted] lessor may prescribe, to furnish [redacted] statements showing the amounts and [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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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.

I hereby certify that the foregoing is to be a true and correct photostatic copy of the official records on file
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(g) Fissionable materials.—[redacted]nt 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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for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

MAR 19

By _____

Manager, Land and Survey Office

_____

_____

GENERAL PETROLEUM CORPORATION

_____

By _____

Vice President

_____

Witnesses to signature of lessee.

_____

Lessee.

* U.S. GOVERNMENT PRINTING OFFICE: 1964 O - 901436 16—80706-4

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BUREAU OF LAND MANAGEMENT

Schedule "A"

RENTALS AND ROYALTIES

Rentals—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of producing oil and gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and containg a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minumum royalty--To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production--To pay the lessor 12½ per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount of value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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Form 4-213

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 022247

Noncompetitive Lease of Oil and Gas Lands Under the Act of February 25, 1920 as Amended

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JUL 1 1947 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and George H. Fletcher, Box 932, Rock Springs, 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

T. 27 N., R. 113 W., 6th P.M., Wyoming;
sec. 3: all;
sec. 4: $S\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$;
sec. 9: $E\frac{1}{2}E\frac{1}{2}$;
sec. 10: all.

containing ~~1721.83~~ 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

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IN BOOK 89 Oil & Gas PAGE 89
FEES $ 18.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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f 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 rior to its due date.

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(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.

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(e) Contracts for disposal of products.--Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

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(o) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line, operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(r) Overriding royalties.--Not to create overriding royalties in excess of five per cent.

(s) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3 The lessor expressly reserves:

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

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.--Pursuant to section 1 of the Act, and section 1 of the Act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for

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that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.--Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same making just compensation for any damage or injury occasioned thereby.

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

SEC. 5. Surrender and termination of lease.--The lessee may surrender this lease or any legal subdivision thereof by filing in the proper land office a written relinquishment, in triplicate, which shall be effective as of the date of filing subject to the continued obligation of the lessee and his surety to make payment of all accrued rentals and royalties and to place all wells on the land to be relinquished in condition for suspension or abandonment in accordance with the regulations and the terms of the lease, to be accompanied by a statement that all wages and moneys due and payable to the workmen employed on the land relinquished have been paid.

SEC. 6. Purchase of materials, etc., on termination of lease.--Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within three months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lesse, shall not within three months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or

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apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.--If the lessee shall not comply with any of the provisions of the Act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the Act, as amended, and all materials, tools, machinery, appliances, structures, equipment and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.--It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Director of the Bureau of Land Management.

Witness to signature of lessee----

For signature of lessor and lessee, and of witnesses to lessee's signature, see original lease on file in the Bureau of Land Management.

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Lessee

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Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

U. S. GOVERNMENT PRINTING OFFICE 16—50056-1

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.

[redacted] [redacted] [redacted]

Stamp Edition

This for must not [redacted] after August 31, 1952

MAR 27 1952

CHEYENNE, WYOMING

1 45 P M

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form 4-1123 (Feb. 1951) No. 42-R990.1.

Office [redacted]
Serial No. 014074
Receipt No.

34382

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 Mr. J. Darrell Nicodemus

NA N 71

P. O. Address 209 Wasatch Oil Bldg., 68 South Main Street, Salt Lake City 1, Utah

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

2. Land requested	3. Land included in lease (Not to be filled in by Offeror)
Wyoming (State) Sublette (County)	(State) (County)
T. 29 N. R. 113 W. 6th P. Meridian	T. R. Meridian
Sec. 35: NW¼	The land [illegible] described in Item 2.
238262 CERTIFIED to be a true and [illegible] of the official record of the BUREAU OF LAND MANAGEMENT AUG 10 1992 Elizabeth Franklin-Lowen	The rental retained is the rental amount shown in Item 4.
Total Area 160 Acres OK	Total Area Acres
	Rental retained $

RECORDED August 18 19 92 9:45 A M
IN BOOK 89 Misc Records PAGE 96
FEES $ 8.00 Mary L. Dinkel COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany Higgins

4. Amount remitted: Filing fee $10, Rental $ 80.00, Total $ 90.00 14 475

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born X Naturalized 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 26th day of March 1952.

WITNESSES

Bruce D. Jacobsen 2030 Westminster Ave. (Name and address)
J. Darrell Nicodemus (Lessee signature)

Margaret Jacobsen (Name and address)
(Lessee signature)

(Attorney-in-fact)

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

THE UNITED STATES OF AMERICA

By [illegible] MAY 27 1952
(Signing officer)

Effect date of lease JUN 1 1952 — Manager, Land and Survey Office
(Title)

96

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

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR [illegible]

LEASE TERMS 97

SECTION 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease.

SEC. 2. The lessee agrees:

(a) *Bonds.*—(1) To 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 unitised, 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 royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced nor be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

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

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

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

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

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

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

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for; that consent to suspend operations temporarily is granted by the lessor; to carry on all operations in accordance with approved methods and practices 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, 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 15 days from the date of first filing to file the other required copies, failing in which the offer will be rejected and returned to the offeror and will afford no priority.

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

6. If additional space is needed in furnishing any of the required information it should be prepared on additional sheets, 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 assignment.

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-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) 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. (f) There is noncompliance with item 5 (a), 5 (d) and 5 (e) of the Special Instructions, or (g) the offer form is filed subsequent to the expiration date in the upper left hand corner. 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. 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 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 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 production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

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: 4–216 stipulations for lands in national forests; 4–467 lands potentially irrigable; 4–467a lands within the flow limits of a reservoir site; 4–467b lands within the drainage area of a constructed reservoir. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

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

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

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[1] Items numbered according to offer form.

U. S. GOVERNMENT PRINTING OFFICE —63087-2

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston Lander

Serial 023053

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JAN 1 1948 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Henry B. Taylor, Big Piney, Wyoming,**

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

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 ~~xxx~~ ~~xxxxxx~~:

T. 27 N., R. 112 W., 6th P.M., Wyoming:
Sec. 11, S½;
" 13, W½E½;
" 14, W½;
" 15, E½E½;
" 25, E½;
" 27, W½,×

× Assignment Pending

containing ~~1600~~ 1,320 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

(1)

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RECORDED August 18 1992 9:45 A
IN BOOK E9 PAGE 98
FEES $18.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

238263

Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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(f) Statements, [redacted]or may prescribe, to furnish deta[redacted]atements showing the amounts and [redacted]ll products removed and sold fro[redacted]ease, the proceeds therefrom, and the amounts used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands and a report with respect to stockholders' investment, depreciation, and costs.

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.--To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.--Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By_____
Director of the Bureau of Land Management.

[illegible] and [illegible] original lease on file in the Bureau of Land Management.

_____

_____

_____

_____

_____

Witnesses to signature of lessee.

_____

_____

_____

_____

_____

Lessee.

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to be a true and [illegible] copy
of the official record on file
AUG 10 1992
BUREAU OF LAND MANAGEMENT

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

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(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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Form 4-218

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 023066

Lessor Wilkinson Exhibit

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JAN 1 1948 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **L. C. Jones, Lusk, Wyoming.**

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in the

T. 27 N., R. 112 W., 6 P. M., Wyoming.
Sec. 10, Lots 6, 8, E½SW¼;
Sec. 15, Lot 1, E½NW¼, SW¼NW¼, SW¼;
Sec. 21, Lots 1, 7, 8, SW¼NE¼, E½SE¼;
Sec. 22, N½.

238264

containing 1009.84 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.

RECORDED August 18 1992 9:45 A.M.
IN BOOK 89 Misc. PAGE 105
FEES $ 18.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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[redacted]ll a general lease bond is filed a [redacted]etitive lessee will be required t[redacted] furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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[redacted] [redacted] [redacted]

operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By _____
Director of the Bureau of Land Management.

For signature of lessee and lessee's agent of witness to lessee's signature [illegible] on file in the [illegible] of Land Management

_____ _____

_____ _____

_____ _____

Witnesses to signature of lessee. Lessee.

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BUREAU OF LAND MANAGEMENT

Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

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(b) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

4-20E e
"B" Lease

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

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

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

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

Joseph A. Minton,

Kemmerer, Wyoming,

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

SEC. 1. Purposes.--That the lessor in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tract of land situated in the LaBarge field, Wyoming, and more particularly described as follows:

~~N½~~, ~~N½ S½~~, ~~SE¼ SE¼~~, ~~SW¼ SW¼~~ Sec. 21, ~~NW¼ NW¼~~, ~~E½ SE¼~~ Sec. 28, ~~NE¼ NE¼~~ Sec. 33, T. 27 N., R. 113 W., 6th P.M., containing 720 acres,

238265

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IN BOOK 89 MISC PAGE 112
FEES $ 18.00 Mary D. Lubker COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Nissks

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

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

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

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

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

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

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

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

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

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

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"B" Lease [redacted] [redacted] [redacted]

(3) On gas and casing-head gasoline:

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

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

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

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

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

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

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

( ) 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.

( ) Diligence--Prevention of waste--Health and safety of workmen.--To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees; to plug securely any well before abandoning the

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UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial No. Evanston 010270 "N"

~~Assignor~~

~~Assignee~~

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

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

(sgd) Jos. A. Minton Lessee.

(sgd) Continental Cas. Co. ~~Assignee~~ Surety.
by P. J. Purcell

4-533a
(April 1944)

[redacted] [redacted] 1896 [redacted]

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

Std Oil Co. Sea Co. by P. J. Purcell Jos. A. Minton

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

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

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

(k) Assignment of lease.--Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior first had and obtained.

(l) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

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

SEC. 3. The lessor expressly reserves:

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

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

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

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

(e) Helium.--Pursuant to section 1 of the act, and section 1 of the act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: Provided, That the lessee shall not, as a result of the operation in this paragraph

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provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

SEC. 5. Purchase of materials, etc., on termination of lease.--Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within six months from the termination of the lease purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not, within six months, elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within ninety days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells.

SEC. 6. Judicial proceedings in case of default.--If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 7. Heirs and successors in interest.--It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. Unlawful interest.--It is also further agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat., 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF

THE UNITED STATES OF AMERICA,

By (Sgd) Oscar L. Chapman
Assistant (Secretary of the Interior.)

SEP 27 1944

(sgd) Joseph A. Minton

Witness to signature of--

(sgd) Bruce Young, La Barge, Wyo.

Jack E. Holmes, Kemmerer, Wyo.

F. W. Burns, Casper, Wyo.

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(September 1940)

UNITED STATES 119
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

Serial Evanston 021978

NORTH LA BARGE UNIT AGREEMENT

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

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the **1st** day of **January, 1940,** by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and **Fred J. Hischier, Helena, Montana,**

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of Congress approved February 25, 1920 (41 Stat. 437), entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," as amended, hereinafter referred to as the Act, which is made a part hereof, WITNESSETH:

SECTION 1. *Rights of lessee.*—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land ~~situated in the~~ **not within the known geologic structure of any** ~~field~~ **producing oil or gas field,** and more particularly described as follows:

T. 27 N., R. 115 W., 6th P. M., Wyoming

Sec. 4, SW¼SW¼
Sec. 9, NW¼, E½SW¼, W½SE¼

containing **360** 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 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.

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

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

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

When the average production for the calendar month in barrels per well per day is

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

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

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

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

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

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

(5) It is expressly agreed that the Secretary of the Interior may establish reasonable minimum prices for purposes of computing royalty in value on any or all oil, gas, natural gasoline, and other liquid products obtained from gas; and that in no case shal the price so established be less than the estimated reasonable value of the product, due consideration being given to the highest price paid for a part or for a majority of production of like quality in the same field, to the price received by the lessee, to posted prices and to other relevant matters.

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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 puposes shall not exceed ten (10) barrels per well per day, or where the cost of production of oil or gas is such as to render further production economically impracticable, if in the judgment of the Secretary of the Interior the wells cannot be successfully operated upon the royalties fixed herein.

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

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

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

(*i*) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith, and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

(*l*) *Diligence—Prevention of waste—Health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas developed or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

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

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BUREAU OF LAND MANAGEMENT

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

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(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 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, 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. 16—10553

SEC. 6. *Purchase of materials, etc., on termination of lease.*—Upon the expiration of this lease, or [redacted] termination thereof pursuant to the last p[redacted] section, the lessor or another lessee may, if [redacted] shall so elect within 3 months from the [redacted]ation of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. *Proceedings in case of default.*—If the lessee shall fail to comply with the provisions of the Act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 17 of the Act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease was earned as a preference right pursuant to section 14 of the Act or covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the Act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancelation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. *Unlawful interest.*—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA,

SEP 2 1944

By Oscar L. Chapman,

Assistant Secretary of the Interior.

Witness to signature of—

(sgd) Jos. A. Minton,
La Barge, Wyoming

(sgd) James H. Filburne
Billings, Montana

(sgd) Fred J. Hischier

U. S. GOVERNMENT PRINTING OFFICE 16—19583

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"A" Lease

UNITED STATES
DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

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

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

North LaBarge Unit Agreement

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

North LaBarge Oil Company,

LaBarge, Wyoming,

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

SEC. 1. Purposes.--That the lessor in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tract of land situated in the **North LaBarge field, Wyoming,** and more particularly described as follows:

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

Sec. 8, $SE\frac{1}{4}$;

comprising 160 acres;

238267

RECORDED August 18 1992 9:45A
IN BOOK 89 Misc Records PAGE 125
FEES $ 18.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Higgins

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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"A" Lease [redacted] [redacted] [redacted]

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

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

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

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

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

(1) On gas and casing-head gasoline:

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

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

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

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

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

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

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2 (k). Assignment of oil and gas lease or interest therein. Not to assign this lease, or any interest therein, whether by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an accompanying affidavit must be submitted stating the consideration in full. The affidavit will be treated as confidential and not for public inspection. No assignment of any kind will be recognized as valid which, exclusive of the royalty payable to the United States, shall create overriding royalty interests in the lease aggregating in excess of 12½ per cent. Furthermore, no assignments providing for other payments out of production which constitute a burden upon lease operations prejudicial to the interests of the United States will be approved.

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

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

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

(h) Diligence--Prevention of waste--Health and safety of workmen.--To exercise reasonable diligence in drilling and operating wells for the oil and gas on the lands covered hereby, while such products can be secured in paying quantities, unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil or gas developed on the land, or the entrance of water through wells drilled by the lessee to the oil sands or oil-bearing strata to the destruction or injury of the oil deposits, the preservation and conservation of the property for future productive operations, and to the health and safety of workmen and employees; to plug securely any well before abandoning the same so as to effectually shut off all water from the oil or gas bearing strata; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to conduct all mining, drilling, and related productive operations subject to the inspection of the lessor; to carry out at expense of the lessee all reasonable orders and requirements of lessor relative to prevention of waste, and preservation of the property and the health and safety of workmen, and on failure so to do the lessor shall have the right to enter on the property to repair damage or prevent waste at the lessee's cost; to abide by and conform to regulations in force at the time the lease is granted covering the matters referred to in this paragraph: Provided, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

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

(k) Assignment of lease.--Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior first had and obtained.

( ) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all 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.

( ) 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.

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Serial No. Evanston 07671(a)

~~Assignor~~

~~Assignee~~

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

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

North La Barge Oil Co.
By Jos. O. Minton V. Pres.
Lessee
~~Assignee~~

attest B. M. Snyder
Secretary

CONTINENTAL CASUALTY CO. Surety

Nora Enlund.

4-533a
(April 1944)

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SEC. 3. The lessor expressly reserves:

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

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

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

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

(e) Helium.--Pursuant to section 1 of the act, and section 1 of the act of Congress approved March 3, 1927 (44 Stat. 1387), as amended, the lessor reserves the ownership and the right to extract, under such rules and regulations as shall be prescribed by the Secretary of the Interior, helium from all gas produced under this lease, but the lessee shall not be required to extract and save the helium for the lessor; in case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof: Provided, That the lessee shall not, as a result of the operation in this paragraph provided for, suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which the lessee is not reasonably compensated, save for the value of the helium extracted; the lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

SEC. 5. Purchase of materials, etc., on termination of lease.--Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within six months from the termination of the lease purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the third 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 land or wells.

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"A" Lease

SEC. 6. Judicial proceedings in case of default.--If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 7. Heirs and successors in interest.--It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 8. Unlawful interest.--It is also further agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat., 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF THE UNITED STATES OF AMERICA,

JAN 30 1945 By Oscar L Chapman

Assistant (Secretary of the Interior.)

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

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

Witness as to R M Turner — Vice President.

Hansel Hansen Hunter Wyoming — Attest: R M Turner

Secretary.

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Form 4-213
(August 1948)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston

Serial 026191

NONCOMPETITIVE Contract No. I-3L(24)

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

Sec. 1, Act of July 29, 1942 (56 Stat. 726) MAR - 1 1950

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the first day of January 1950 by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Western Oil Refining Co., 717 Pine 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 ~~xxx~~ ~~xxxx~~ field, **North LaBarge (Deep Zone) Unit Area, approved November 23, 1948.**

T. 27 N., R. 113 W., 6th P.M., Wyoming.
sec. 4, lot 4, S½NW¼, N½SW¼, SE¼SW¼, W½SE¼;
sec. 9, W½NE¼;

x
x
x
x
x
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containing 399.85 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.

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Elizabeth Allen Powers
BUREAU OF LAND MANAGEMENT

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

(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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COUNTY CLERK

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Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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

(g) Fissionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.-- It is also further agreed that no member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisionsof section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, Title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

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THE UNITED STATES OF AMERICA.

By _____

Manager, District Land Office

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WESTERN OIL REFINING COMPANY

Witnesses to signature of lessee.

Lessee.

U.S. GOVERNMENT PRINTING OFFICE 16—50705-3

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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 discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty--To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production-- To pay the lessor 12½ per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office _____

Serial C-3767

139

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

AUG 1 1949

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and L. C. Cox, Center, Wyo.,

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 State:

T. 27 N., R. 112 W., 6th P. M., Wyoming.
In Section 2, that portion of the bed of Green River that is riparian to lots 6, 7, 8, of said section 2, containing approximately 16.22 a.
In Section 3, that portion of the bed of Green River that is riparian to lots 1, 6, 7, 10, 11, said section 3, containing approximately 37.60 a.
In Section 9, that portion of the bed of Green River that is riparian to lots 1, 2, 3, said section 9, containing approximately 17.54 a.
In Section 10, that portion of the bed of Green River that is riparian to lots 1, 4, 5, 6, 8, said section 10, containing approximately 27.66 a.
In Section 15, that portion of the bed of Green River that is riparian to lot 1, said section 15, containing approximately 2.03 a.
In Section 20, that portion of the bed of Green River that is riparian to lots 3, 4, said section 20, containing approximately 10.21 a.
In Section 21, that portion of the bed of Green River that is riparian to lots 1, 7, 8, 9, 10, 11, said section 21, containing approximately 16.11 a.

containing 145.67 (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 of, 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 exist.

SEC. 2. In consideration of the [illegible], the lessee hereby agrees:

(a) Bonds.— [illegible] required by the lessee as a condition for the issuance of this lease, [illegible] if the lease is issued noncompetitively, to furnish a bond in a sum of not [illegible] $1 per acre annual rental, but not less than $1,000 nor more than $5,000 [illegible] inclusion of any part of the leased land within the geologic structure of a known oil or gas field, (3) To furnish prior to beginning of drilling operations, [illegible] bond in at all times thereafter as required by the lessor [illegible] $5,000 with approved corporate surety, or with a bank [illegible] surety therefor, conditioned upon compliance with the terms of this lease [illegible] and in that amount is already being maintained [illegible] approved extension of the lease is accepted.

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SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Higgins

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[redacted] used for production purposes or u[redacted]bly lost; a plat showing developme[redacted] 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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products under the provisions of the act: natural gasoline, or other

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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BUREAU OF LAND MANAGEMENT

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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for any other cause of forfeiture, or for the same cause occurring at any other time.

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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 _____

_____

L. F. Cox

C.W.Wilcox Center, L.S.

FOR SIGNATURES SEE PERMANENT COPY OF LEASE

Burton Wilcox, Center, L.S.

_____

Witnesses to signature of lessee.

Lessee.

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[redacted]ntals—To pay the lessor in advan[redacted]e first day of the month in which [redacted] 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.

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Minimum royalty—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production—To pay the lessor 12½ per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

145 DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Evanston Wilkinson Goodsell

Serial 023057

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the JAN 1 1948 day of by and between the UNITED STATES OF AMERICA, through the Bureau of Land Management, party of the first part, and **Lawrence Johnson, Lusk, Wyoming:**

party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof, WITNESSETH:

SECTION 1. Rights of Lessee.—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas in or under the following-described tracts of land situated in ~~the~~ Sublette

T. 27 N., R. 112 W., 6th P.M., Wyoming:
Sec. 10, ~~SE¼~~;
" 12, SW¼;
" 13, ~~E½W½~~;
" 15, W½E½;
" 22, W½E½;
" 24, ~~E½W½~~,

X
X
X
X
X
X

238270

RECORDED August 18 19 95 9:45 A M
IN BOOK 89 Misc. PAGE 145
FEES $ 18.00 Mary L. Luthy COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Higgins

containing ~~900~~ 880 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.

Posted 1 at 53 1-155 2,25,48 (1) CPL

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[redacted]l a general lease bond is filed a [redacted]etitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.--To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.--To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.--If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line.

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[redacted] under the provisions of the act.

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

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

(q) Overriding royalties.--To limit the obligation to pay overriding royalties or payments out of production in excess of 5 per cent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.--To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.--The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.--Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the 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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(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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SEC. 8. Heirs and successors in interest.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1909 (35 Stat. 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

For standard ... witnessed ... signed in the Bureau of Land Management

By _____
Director of the Bureau of Land Management.

_____

_____

_____

_____

_____

_____

_____

_____

Witnesses to signature of lessee.

Lessee.

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Schedule "A"

RENTALS AND ROYALTIES

Rentals.—To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(*b*) On leases wholly or partly within the geologic structure of a producing oil or gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to a discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty.—To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

Royalty on production.—To pay the lessor 12½ percent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount or value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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Form 4-1158
Fifth Edition
(Sept. 1951)

Facsimile reproduction
Kintzel Blue Print Co.
Casper, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved.
Budget Bureau No. 42-R990.3.

Office WYOMING 031

Serial No. _____

Receipt No. 446352

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

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

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

Offered 8/12/57
5-1992

1. Mr. / Mrs. / Miss GeneE. Trowbridge
(Name)

P. O.Box 2085
(Number and Street)

Cheyenne, Wyoming
(City and State)

PLEASE NOTIFY THE SIGNING OFFICER OF ANY CHANGE OF ADDRESS.

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

2. Land requested

WYOMING (State) SUBLETTE (County)

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

Sec. 15: L. 2

(That portion of the bed of the Green River Bed that is riparian to L. 2 Sec. 15,) T. 27 N., R. 112 W., with approximately 2.82 Acres contained. SEE ATTACHED METES AND BOUNDS DESCRIPTION.

230271

Total Area 2.83 Acres

3. Land included in lease

(Not to be filled in by Offeror)

(State) (County)

T. _____ R. _____ Meridian

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

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

RECORDED August 18 19 92 9:45 A.M.
IN BOOK 89 MISC. PAGE 152
FEES $ 8.00 Mary L. Lathrop COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Total Area _____ Acres Rental retained $. _____

ok by Bethany A. Hicks

4. Amount remitted: Filing fee $10, Rental $ 1.50, Total $ 11.50

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born yes Naturalized _____ Corporation or other legal entity (specify what kind): _____

(b) Offeror's interests direct and indirect in oil and gas leases and applications or offers therefor including this offer do not exceed 46,080 chargeable acres in the same State, or 100,000 chargeable acres in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

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

7. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

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

"This form is submitted in lieu of official Form 4-1158 and contains all of the provisions thereof as of the date of filling of this offer"

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 12th day of June 19 57

WITNESSES

T. Beverly Cheyenne, Wyo. (Name and address)

Gene E. Trowbridge (Lessee signature)

(Name and address)

(Lessee signature)

(Attorney-in-fact)

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

THE UNITED STATES OF AMERICA

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

Effective date of lease SEP 1 1957 152 AUG 6 1957 (Date)

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

FILE

SECTION 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits, except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistent with the terms of this lease. At the expiration of the initial 5-year term, an application may be made for extension of the lease in accordance with the regulation 43 CFR 192.120.

SEC. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current regulations and 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. 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 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 191.13. 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 unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stock on hand, depreciation and costs.

(h) *Records.*—To keep a daily drilling record, a log, and complete records of all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an accurate record of all subsurface investigations affecting said lands. All records, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of the lessee, shall be open to inspection by the public until the expiration of the lease.

(i) *Inspection of premises and books, records, and accounts.*—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 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.*—In connection with the performance of work under this contract, the contractor 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 contractor 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 nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

(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 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 plan 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.

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 except payment of rental, 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 for 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. See 43 CFR 192.42 (b). 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 may be approved prior to issuance of a lease for the land [illegible] or by separate instrument executed by the assignee after issuance of the lease.

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-mile square. (b) The total acreage exceeds 2,560 acres, except where the 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). This does not apply where the total acreage is in error by not more than 10 percent. (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, except where the rental is in error by not more than 10 percent. (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, or (g) There is noncompliance with item 5 (a) and 5 (c) of the Special Instructions. 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 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 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).—Offeror 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 offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If any appreciable precentage of the stock is held by aliens of the excepted class the application will be denied. If 20 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished.

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; 4–467 (a) Lands within the flow limits of a reservoir site; and 4–467 (b) 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 (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 accordi[illegible]on offer form.

BUREAU OF LAND MANAGEMENT Serial 04226

Contract No. (if any)

NONCOMPETITIVE

LEASE OF OIL AND GAS LANDS UNDER THE ACT OF FEBRUARY 25, 1920, AS AMENDED
sec. 1, Act of July 29, 1942 (56 Stat. 726)

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the January 1, 1951
day of by and between the UNITED STATES OF AMERICA, through the
Bureau of Land Management, party of the first part, and John H. Morgan
210 McIntyre Bldg.
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 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 Sublette County

T. 30 N., R. 113 W., 6th P.M., Wyoming.
sec. 28, W½;

238272

RECORDED August 18 1992 9:45 AM
IN BOOK 89 PAGE 154
FEES $ 18.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Higgins

containing 320.00 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 5 years, and so long thereafter as oil or gas is produced in paying quantities; subject to any unit agreement heretofore or hereafter approved by the Secretary of the Interior, the provisions of said agreement to govern the lands subject thereto where inconsistencies with the terms of this lease occur.

SEC. 2. In consideration of the foregoing, the lessee hereby agrees:
(a) Bonds.—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease. (2) If the lease is issued noncompetitively, to furnish a bond in a sum double the amount of the $1 per acre annual rental, but not less than $1,000 nor more than $5,000, upon the inclusion of any part of the leased land within the geologic structure of a producing oil or gas field. (3) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an approved operator of the lease is accepted.

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Until a general lease bond is filed a noncompetitive lessee will be required to furnish and maintain a bond in the penal sum of not less than $1,000 in those cases in which a bond is required by law for the protection of the owners of surface rights. In all other cases where a bond is not otherwise required, a $1,000 bond must be filed for compliance with the lease obligations not less than 90 days before the due date of the next unpaid annual rental, but this requirement may be successively dispensed with by payment of each successive annual rental not less than 90 days prior to its due date.

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

(c) Wells.—(1) To drill and produce all wells necessary to protect the leased land from drainage by wells on lands not the property of the lessor or lands of the United States leased at a lower royalty rate, or in lieu of any part of such drilling and production, with the consent of the Director of the Geological Survey, to compensate the lessor in full each month for the estimated loss of royalty through drainage in the amount determined under instructions of said Secretary; (2) at the election of the lessee, to drill and produce other wells in conformity with any system of well spacing or production allotments affecting the field or area in which the leased lands are situated, which is authorized and sanctioned by applicable law or by the Secretary of the Interior; and (3) promptly after due notice in writing to drill and produce such other wells as the Secretary of the Interior may require to insure diligence in the development and operation of the property.

(d) Rentals and royalties.—(1) To pay the rentals and royalties set out in the rental and royalty schedule attached hereto and made a part hereof.

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

(3) When paid in value, such royalties on production shall be due and payable monthly on the last day of the calendar month next following the calendar month in which produced. When paid in amount of production, such royalty products shall be delivered in merchantable condition on the premises where produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor, but in no case shall the lessee be required to hold such royalty oil or other products in storage beyond the last day of the calendar month next following the calendar month in which produced. The lessee shall not be responsible or held liable for the loss or destruction of royalty oil or other products in storage from causes over which he has no control.

(4) Royalties shall be subject to reduction on the entire leasehold or on any portion thereof segregated for royalty purposes if the Secretary of the Interior finds that the lease cannot be successfully operated upon the royalties fixed herein, or that such action will encourage the greatest ultimate recovery of oil or gas or promote conservation.

(e) Contracts for disposal of products.—Not to sell or otherwise dispose of oil, gas, natural gasoline, and other products of the lease except in accordance with a contract or other arrangement first approved by the Director of the Geological Survey or his representative, such approval to be subject to review by the Secretary of the Interior but to be effective unless and until revoked by the Secretary or the approving officer, and to file with such officer all contracts or full information as to other arrangements for such sales.

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

(g) Well records.—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof to the lessor when required.

(h) Inspection.—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

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

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

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

(n) Pipe lines to purchase or convey at reasonable rates and without discrimination.—If owner, or operator, or owner of a controlling interest in any pipe line or of any company operating the same which may be operated accessible to the oil or gas derived from lands under this lease, to accept and convey and, if a purchaser of such products, to purchase at reasonable rates and without discrimination the oil or gas of the Government or of any citizen or company not the owner of any pipe line,

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operating a lease or purchasing or selling oil, gas, natural gasoline, or other products under the provisions of the act.

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

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

(q) Overriding royalties.—To limit the obligation to pay overriding royalties or payments out of production in excess of 5 percent to periods during which the average production per well per day is more than 15 barrels on an entire leasehold or any part of the area thereof or any zone segregated for the computation of royalties.

(r) Deliver premises in cases of forfeiture.—To deliver up the premises leased, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease; but this shall not be construed to prevent the removal, alteration, or renewal of equipment and improvements in the ordinary course of operations.

SEC. 3. The lessor expressly reserves:

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

(b) Disposition of surface.—The right to lease, sell, or otherwise dispose of the surface of any of the lands embraced within this lease which are owned by the United States under existing law or laws hereafter enacted, insofar as said surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

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

(d) Helium.—Pursuant to section 1 of the act, and section 1 of the act of March 3, 1927 (44 Stat. 1387), as amended, the ownership and the right to extract helium from all gas produced under this lease, subject to such rules and regulations as shall be prescribed by the Secretary of the Interior. In case the lessor elects to take the helium the lessee shall deliver all gas containing same, or portion thereof desired, to the lessor at any point on the leased premises in the manner required by the lessor, for the extraction of the helium in such plant or reduction works for that purpose as the lessor may provide, whereupon the residue shall be returned to the lessee with no substantial delay in the delivery of gas produced from the well to the purchaser thereof. The lessee shall not suffer a diminution of value of the gas from which the helium has been extracted, or loss otherwise, for which he is not reasonably compensated, save for the value of the helium extracted. The lessor further reserves the right to erect, maintain, and operate any and all reduction works and other equipment necessary for the extraction of helium on the premises leased.

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

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(g) [redacted]ionable materials.—Pursuant to the provisions of the act of August 1, 1946 (Public Law 585, 79th Congress) all uranium, thorium, or other material which has been or may hereafter be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby.

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

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

SEC. 6. Purchase of materials, etc., on termination of lease.—Upon the expiration of this lease, or the earlier termination thereof pursuant to the last preceding section, the lessor or another lessee may, if the lessor shall so elect within 3 months from the termination of the lease, purchase all materials, tools, machinery, appliances, structures, and equipment placed in or upon the land by the lessee, and in use thereon as a necessary or useful part of an operating or producing plant, on the payment to the lessee of such sum as may be fixed as a reasonable price therefor by a board of three appraisers, one of whom shall be chosen by the lessor, one by the lessee, and the other by the two so chosen; pending such election all equipment shall remain in normal position. If the lessor, or another lessee, shall not within 3 months elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within a period of 90 days thereafter to remove from the premises all the material, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells. Any materials, tools, machinery, appliances, structures, and equipment, including casing in or out of wells on the leased lands, shall become the property of the lessor, on expiration of the period of 90 days above referred to or such extension thereof as may be granted on account of adverse climatic conditions throughout said period.

SEC. 7. Proceedings in case of default.—If the lessee shall not comply with any of the provisions of the act or the regulations thereunder or make default in the performance or observance of any of the terms, covenants, and stipulations hereof and such default shall continue for a period of 30 days after service of written notice thereof by the lessor, the lease may be canceled by the Secretary of the Interior in accordance with section 31 of the act, as amended, and all materials, tools, machinery, appliances, structures, equipment, and wells shall thereupon become the property of the lessor, except that if said lease covers lands known to contain valuable deposits of oil or gas, the lease may be canceled only by judicial proceedings in the manner provided in section 31 of the act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular

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cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

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

SEC. 9. Unlawful interest.—It is also further agreed that no Member of, or Delegate to, Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 431, 432, and 433, title 18, United States Code, relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA.

By Chas Gillespie

Manager, Land and Survey Office

John H Morgan Jr
209 Wasatch Oil Bldg, S.L.C., Ut.
Kathryn Bradford
164 E. 6th So, S.L.C., Utah
Witnesses to signature of lessee.

John H. Morgan
Lessee.

* U. S. GOVERNMENT PRINTING OFFICE: 1950 O - 907426 16—50705-4

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AUG 10 1992
Elizabeth Bowen
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Schedule [redacted]

RENTALS AND ROYALTIES

Rentals--To pay the lessor in advance on the first day of the month in which the lease issues a rental at the following rates:

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

(1) For the first lease year, a rental of 50 cents per acre.

(2) For the second and third lease years, no rental.

(3) For the fourth and fifth years, 25 cents per acre.

(4) For the sixth and each succeeding year, 50 cents per acre.

(b) On leases wholly or partly within the geologic structure of producing oil and gas field:

(1) Beginning with the first lease year after 30 days' notice that all or part of the land is included in such a structure and for each year thereafter, prior to discovery of oil or gas on the lands herein, $1 per acre.

(2) On the lands committed to an approved cooperative or unit plan which includes a well capable of producing oil or gas and contains a general provision for allocation of production, for the lands not within the participating area an annual rental of 50 cents per acre for the first and each succeeding lease year following discovery.

Minimum royalty--To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1 per acre, provided that on unitized leases, the minimum royalty shall be payable only on the participating acreage.

oyalty on production--To pay the lessor 12½ per cent royalty on the production removed or sold from the leased lands.

The average production per well per day for oil and for gas shall be determined pursuant to 30 CFR, Part 221, "Oil and Gas Operating Regulations."

In determining the amount of value of gas and liquid products produced, the amount or value shall be net after an allowance for the cost of manufacture. The allowance for cost of manufacture may exceed two-thirds of the amount or value of any product only on approval by the Secretary of the Interior.

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GENERAL LAND OFFICE 161

Serial Evanston 021985

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

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the First day of AUG 1944 by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, by the Secretary of the Interior, and Clyde Early, 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:

SECTION 1. *Rights of lessee.*—That the lessor, in consideration of rents and royalties to be paid, and the conditions and covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following-described tracts of land situated in the ~~not~~ within the known geologic structure of the field South Piney Creek ~~gas~~ field, undefined and more particularly described as follows:

T. 29 N., R. 113 W., 6th P. M., Wyoming,
sec. 14, W½W½.

238273

RECORDED August 18 A.D. 9:45 A.M.
IN BOOK 89 M.R. PAGE 161
FEES $ 14.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany A. Nissen

containing 80 acres, more or less, together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of ten 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.

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SEP 17 1945 Assignment to Lucian-Lee Petroleum

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[redacted]ective oil or gas field, no rental is require[redacted] second and third lease years unless a va[redacted]sit of oil or gas is sooner discovered: *Provided further,* That if this lease is granted in exchange for an oil and gas prospecting permit or pursuant to an application for a prospecting permit filed after May 23, 1935, no rental shall be payable for the first two lease years unless valuable deposits of oil or gas are sooner discovered within the boundaries of the lease, but a rental of 25 cents shall be paid for the third and each succeeding lease year beginning prior to discovery of a valuable deposit of oil or gas within the limits of the geologic structure on which all or part of the leased lands are situated: *Provided further,* That for each lease year beginning on or after discovery a rental of $1 per acre or fraction thereof shall be paid, the rental so paid for any one lease year to be credited on the royalty for that year: *And provided further,* That when the Secretary of the Interior shall direct or shall assent to suspension of operations or of production of oil or gas under this lease, after a valuable deposit of oil or gas shall have been discovered within the lands leased, any payment of acreage rental prescribed herein likewise shall be suspended during such period of suspension of all operations and production; and this lease shall not be deemed to expire by reason of suspension of prospecting, drilling, or production, pursuant to any order or consent of the said Secretary.

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

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

When the average production for the calendar month in barrels per well per day is

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

(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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produced without cost to lessor, unless otherwise agreed to by the parties hereto, at such times and in such tanks provided by the lessee as reasonably may be required by the lessor: *Provided*, That the lessee shall not be required to hold such royalty oil or other liquid products in storage beyond the last day of the calendar month next following the calendar month in which produced: *And provided further*, That the lessee shall be in no manner responsible or held liable for the loss or destruction of royalty oil or other liquid products in storage from causes over which the lessee has no control.

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

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

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

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

(*i*) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department, the leased premises and all wells, improvements, machinery, and fixtures thereon or connected therewith, and all books, accounts, maps, and records relative to operations and surveys or investigations on the leased lands or under the lease.

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

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

(*l*) *Diligence—Prevention of waste—Health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided for unless consent to suspend operations temporarily is granted by the Secretary of the Interior; to carry on all operations hereunder in a good and workmanlike manner, in accordance with approved methods and practice as provided in the operating regulations, having due regard for the prevention of waste of oil or gas developed or damage to deposits or formations containing oil, gas, or water or to coal measures or other mineral deposits, for conservation of gas energy, for the preservation and conservation of the property for future productive operations, and for the health and safety of workmen and employees; to plug properly and effectively all wells before abandoning the same; not to drill any well within 200 feet of any of the outer boundaries of the lands covered hereby, unless the adjoining lands have been patented or the title thereto otherwise vested in private owners; to carry out at expense of the lessee all reasonable orders of the lessor relative to the matters in this paragraph, and that on failure of the lessee so to do the lessor shall have the right to enter on the property and to accomplish the purpose of such orders at the lessee's cost: *Provided*, That the lessee shall not be held responsible for delays or casualties occasioned by causes beyond lessee's control.

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

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

(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.

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(p) *Assignment of oil and gas lease or interest*[redacted]—Not to assign this lease, or any interest th[redacted]er by operating agreement, working or royalty interest, or otherwise, nor to sublet any portion of the leased premises, except with the consent in writing of the Secretary of the Interior. All assignments must be submitted in triplicate within 30 days from the date of execution and must contain all of the terms and conditions agreed upon by the parties thereto. If the consideration expressed in the agreement fails to describe the true consideration, an 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 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.

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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 25 1944 By Oscar L. Chapman
Assistant Secretary of the Interior.

Witness to signature of— Clyde Early

Sgd. Edmond A. May
115 So. 9th East St

Sgd. Clyde Early

Sgd. Earl S. Anderson
857 Wilshire Pl

U. S. GOVERNMENT PRINTING OFFICE 16—10583

(5)

CERTIFIED
to be a true and [illegible] copy
of the official records on file
AUG 10 1992
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

Jean Sowles Hansen hereby sells, assigns, transfers and sets over to Jean Sowles Hansen and Carla Jean Nichols as Joint Tenants With Rights of Survivorship, all overriding royalty interests burdening the leases and lands described below:

Federal Serial #	Description
E-010270A	TOWNSHIP 27 NORTH, RANGE 113 WEST Section 28: E½NE¼
E-022405	TOWNSHIP 27 NORTH, RANGE 113 WEST Section 28: E½SE¼ Section 33: NE¼NE¼
W-089657	TOWNSHIP 27 NORTH, RANGE 113 WEST Section 21: S½N½, N½S½, SW¼SW¼, SE¼SE¼ Section 28: NW¼NW¼
W-089719	TOWNSHIP 27 NORTH, RANGE 113 WEST Section 21: SE¼SW¼, SW¼SE¼ Section 28: NE¼NW¼, NW¼NE¼

This assignment is made without warranties, express or implied.

DATED this 30TH day of July, 1992.

Jean Sowles Hansen
Jean Sowles Hansen

COUNTRY OF MEXICO)
STATE OF GUANAJUATO)
CITY OF SAN MIGUEL DE ALLENDE) SS:
CONSULAR AGENCY OF THE)
UNITED STATES OF AMERICA)

On this thirtieth day of July 1992, before me apeared JEAN S. HANSEN who satisfactorily proved to be the person described in and who executed the foregoing instrument and acknowledged he executed the same as his free act and deed.

Philip J. Maher
Consula Agent
of the
United States of America

239341

RECORDED August 21 19 92 2:40 P M
IN BOOK 89 MISC PAGE 166
FEES $6.00 Mary A. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Bethany A. Higgins

166

RENEWAL LEASE OF OIL AND GAS LANDS UNDER THE ACT OF (SEC. 14-18) FEBRUARY 25, 1920, AS AMENDED

1667

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 Avenue
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 [illegible]

LaBarge field:
T. 26 N., R. 113 W., 6th P.M., Wyoming
sec. 5, Lots 1, 3, 4;
T. 27 N., R. 113 W., 6th P.M., Wyoming
sec. 34, S½;

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of the official records on file
AUG 11 1992
BUREAU OF LAND MANAGEMENT

$12.00

RECORDED Aug. 17, 1992 9 A.M.
IN BOOK 314 PAGE 214 SUBLETTE, WYO.
NO. 252784 EUPHEMIA C. WADE, CLERK

1/ with preference right in lessee to renew this lease for succive periods of 10 years upon such reasonable terms and conditions as may be prescribed by lessor, unless otherwise provided by law, at expirations of such periods.

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 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 (see Insert 1/)

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

(a) *Bonds.*—(1) To maintain any bond furnished by the lessee as a condition for the issuance of this lease.

(2) To furnish prior to beginning of drilling operations and maintain at all times thereafter as required by the lessor a bond in the penal sum of $5,000 with approved corporate surety, or with deposit of United States bonds as surety therefor, conditioned upon compliance with the terms of this lease, unless a bond in that amount is already being maintained or unless such a bond furnished by an operator of the lease is accepted, or unless a bond has been filed under 43 CFR 192.100 (c) 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.

2/ **See special stipulation attached.**

RECORDED August 26 19 92 AT 12:30 P.M.
IN BOOK 89 PAGE 167
FEES $12.00 Mary A. Williams COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

238382

14—00378-1

for the [redacted] safety of workmen and employees; to plug properly and [illegible] 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] in the manner required by the lessor, for the extr[redacted] 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.

IN WITNESS WHEREOF:

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title) (Date)

WITNESSES

.....
(Name and address)

Attest: Kemmerer-La Barge Oil Company
(Lessee's signature)

.....
(Name and address)

Secretary (Lessee's signature)
President

U. S. GOVERNMENT PRINTING OFFICE 16—66378-1

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 the 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.

(Lessee signature)

July 10, 1958
(date)

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 11 1992
BUREAU OF LAND MANAGEMENT

Rentals. - To pay the lessor in advance on the first day of the month in which the lease issued and for each lease year thereafter prior to discovery of oil or gas on the leased lands, a rental of $1.00 per acre.

RECEIVED
JUL 11 1958

Minimum royalty. - To pay the lessor in lieu of rental at the expiration of each lease year after discovery a minimum royalty of $1.00 per acre or, if there is production, the difference between the actual royalty paid during the year and the prescribed minimum royalty of $1.00 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) 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	"	"	

CERTIFIED
to be a true and comparative copy
of the official records on file
AUG 11 1992
BUREAU OF LAND MANAGEMENT

(2) On gas, including inflammable gas, helium, carbon dioxide and all other natural gases and mixtures thereof, and on natural or casinghead gasoline and other liquid products obtained from gas; when the average production of gas per well per day for the 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, 16-2/3 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.

The average production per well per day for oil and for gas shall be determined pursuant to 30 C.F.R., 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.

171

238428

RECORDED August 31 19 92 10:55 A M
IN BOOK 89 Misc. PAGE 171
FEES $ 12.00 Mary L. Lyle COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A Wiggins

OIL AND GAS

THIS INDENTURE OF LEASE entered into in triplicate this 1st day of July, A. D, 19 92, between the STATE OF WYOMING, acting by and through its Board of Land Commissioners, party of the first part, hereinafter called the lessor, and

Gerald T. Tr.

party of the second part, hereinafter called the lessee.

SECTION 1. PURPOSES. That the lessor, in consideration of the rents and royalties to be paid and the covenants and agreements hereinafter contained and to be performed by the lessee, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove and dispose of all of the oil and gas and other kindred [illegible] (the term "gas" as used in this section shall be interpreted to include natural gas, casinghead [illegible] gasoline, drip gasoline and natural-gas gasoline extracted from natural gas, together with such other [illegible] substances and elements which may be produced as gas) in or under the following described land, to-wit:

LEASE

ACRES	DESCRIPTION	SEC.	TP.	RG.
320	~~ALL (EXCEPTING THEREFROM THE SW¼ SW¼ SW¼

Natural ga[redacted]ly used for operating purposes upon [redacted]d and, except as to the ultimate sa[redacted], gas returned to the [redacted] stimulating the production of oil or s[redacted]ry recovery purposes shall be royalty[redacted]

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

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

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

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

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

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

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

(h) **DEVELOPMENT PRIOR TO DISCOVERY.** Within two years from the effective date of this lease, and beginning on or before the 16th day of May A. D. 19 55, to erect on the leased premises a good and sufficient drilling rig and equipment and commence the actual drilling of a well to properly test the structure; provided that the lessor may, upon proper application by the lessee in writing, made prior to the expiration of the aforesaid date, grant relief from the above drilling requirements in such manner and for such period of time as conditions may warrant, and which appear to be to the best interests of the State; provided further, however, that should oil or gas be discovered or produced on lands adjoining or upon the same geologic structure on which the leased lands are situated, or should the lessor deem that the lessee is holding said lands for speculative purposes only, or is otherwise delaying or inhibiting the development of said lands or other lands on the same geologic structure, the lessor reserves the right to require the commencement of a well within a certain specified time which shall be not less than ninety days after notification.

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

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

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

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

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

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

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

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

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

(n) **STATUTORY REQUIREMENTS AND REGULATIONS.** To comply with all valid State statutory requirements and valid regulations thereunder and the Wyoming Blue Sky Law, including but not limited to Chapter 57, Article 11; and Chapter 39, Article 12, Wyoming Compiled Statutes 1945, and amendments thereof.

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

All over-riding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disapproval of such over-riding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

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

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

(q) **REGULATIONS.** To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas which may now or hereafter be approved by the lessor.

SECTION 4. THE LESSOR EXPRESSLY RESERVES: 172

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

...of this lease all lands heretofore granted for rights-of-Way and Easements as provided by the Statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, with consent of the lessee, to combine the herein leased lands in a unit or co-operative plan of development, and to establish, alter, change, or revoke the drilling, producing, and royalty requirements of the lease to conform therewith.

(d) The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that lessee's fair share of allowable production under any system of State or national conservation laws or orders authorized by law.

SECTION 4. IMPROVEMENTS. Upon the expiration of this lease, or earlier termination thereof by reason of forfeiture or forfeiture, or if such land shall be leased to another other than the owner of the improvements thereon, the lessee agrees that the improvements shall be disposed of pursuant to Section 24-704 Chapter 24 as to State and School Lands and Chapter 21 (21-1223) as to Farm Loan Board Lands, Wyoming Compiled Statutes of 1945 and amendments thereto.

SECTION 5. FORFEITURE CLAUSE. In the event that the lessee shall have procured this lease through fraud, misrepresentation or deceit, then and in that event this lease, at the option of the lessor, shall cease and terminate and shall become void and of no effect and void, and all improvements upon said land or premises under the terms of this lease shall forfeit to and become the property of the State of Wyoming. In the event that the lessee shall fail to make payments of rentals and royalties as herein provided, or make default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by the lessor 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.

SECTION 7. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished the lessee shall file with the Commissioner of Public Lands a written relinquishment or surrender, duly signed and either witnessed or acknowledged wherein therein that no operations have been conducted on the land and shall further pay a filing fee of one dollar ($1.00) and a recording fee of ten dollars ($10.00). The relinquishment so filed shall become effective on the date and hour of receipt thereof in the Office of the Commissioner of at some later date if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished the lessee shall give sixty (60) days notice and shall file with the Commissioner a written relinquishment or surrender duly witnessed or acknowledged and stating therein that operations have been conducted on the land and shall further pay a consideration of ten dollars ($10.00), a filing fee of one dollar ($1.00) and a recording fee of ten dollars ($10.00). The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the Board of Land Commissioners.

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

SECTION 8. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SECTION 9. This lease is issued by virtue of and under the authority conferred by Chapter 24 as to State and School Lands and Chapter 21 (21-122) as to Farm Loan Board Lands, Wyoming Compiled Statutes, 1945, and is accepted by the lessee subject thereto.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Governor, President of the Board of Land Commissioners, countersigned by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed, and the lessee has caused these presents to be signed and sealed in the manner following:

Witness

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

By _____
Governor—President, Board of Land Commissioners

COUNTERSIGNED:

Commissioner of Public Lands—Secretary

Witness

Witness

Witness

Witness

Witness

LESSEE:

Form approved by Board: May 4-11, 1950

Lease and bond approved by Board: [illegible] 1951

Examined: [illegible] Bond of $825.00 on deposit in the

APPROVED AND EXECUTION

AUG 13 1951

[illegible], Attorney General

DRILLING EX[illegible]ONS
By Board 4/4/[illegible]
Ex. 24 to 5/16/[illegible]

[illegible] 5-2-[illegible]
Ex. 24-5-16-[illegible]

Lease No. 0-11216 B

Application No. 7021[illegible]

OIL AND GAS LEASE

Lessee [illegible]

Address [illegible]

Expires [illegible]

Rental $320.00

County Sublette

Fund [illegible] Lease effective August 22, 1[illegible]

Bond $5,000

Record of Assignments:

1. Gulf Oil Corporation
Box 1971
Casper, Wyoming

PARTIAL ASSIGNMENT:
Belco Petroleum Corporation
630 Third Avenue
New York 17, New York

Enron Oil & Gas Company (Chg. of Name)

Description Plate:

ACRES DESCRIPTION

320 6-9 [illegible]

Sec. 16-27-112

*639.85 [illegible]

959.25 [illegible]

*$25,000.00 Corporate [illegible] dated August 22, 1[illegible]

*E½:SW¼:E½NW¼:SW¼NW¼: Lot 1 [illegible]
Pt.Lse.O-11216 [illegible]
Unit Agreement No.O-[illegible]
All leas[illegible]

Gulf Oil Corporation assigns E½ Sec. 16-27-112 (Assigned: Lease No. O-11216A)(12½% overriding royalty with stipulation reserved by Gulf Oil Corporation)

CERT. OF MERGER dated Dec. 10,1986 merging BelNorth Energy Corporation, BelNorth Petroleum Corporation, Belco Development Corporation and HNG Oil Co. into Enron Oil & Gas Co. filed in

LEASE OPERATING AGREEMENT dated December 13, 1963, between Gulf Oil Corporation and Pan American Petroleum Corporation covering NE¼NE¼ Sec. 36-28-112. Filed with lease file.

LEASE OPERATING AGREEMENT dated February 25, 1964, between Gulf Oil Corporation and Pan American Petroleum Corporation covering NW¼NE¼:S½N½:SE¼:S½:E½NW¼: S½NW¼: Lot 1 Sec. 36-28-112.
Filed: May 5, 1964

LEASE OPERATING AGREEMENT dated Sept.21, 1964 between Gulf Oil Corporation and Pan American Petroleum Corporation covering NE¼NE¼ Sec. 36-28-112. Filed in lease. Dec. 11, 1964.

TERMINATION AGREEMENT dated Oct. 14,1967 terminating LEASE OPERATING AGREEMENT dated Sept. 21, 1964 between Gulf Oil Corporation and Pan American Petroleum Corporation covering NE¼NE¼ Sec. 36-28-112. Filed in lease Dec.11,1964

ASSIGNMENT dated September 5, 1984 from Belco Development Corporation to Quest Energy insofar as lease covers NW¼ Section 16-27-112 and limited to those depths from the surface of the earth to the stratigraphic equivalent of 3,016' as encountered in the drilling of the Bird State #5-16 well and subject to the Farmount with Option Agreement filed in the lease file. Filed: Oct. 25, 1984.

t.6-4-87: Approved suspension
erations to 6-4-88.

[illegible] Land Office
Date
Director State Land and Farm Loan Office

Torrington, Wyo. Telegram Print

174

WHEN RECORDED RETURN TO:
Angela L. Franklin, Esq.
Pruitt, Gushee & Bachtell
1850 Beneficial Life Tower
Salt Lake City, UT 84111

175
238493

RECORDED September 4 IN 92 8:40 A
IN BOOK 89 OF M PAGE 175
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Nissens

SUBSTITUTION OF TRUSTEE

Pursuant to the provisions of that certain Deed of Trust, Mortgage and Assignment dated December 23, 1957, by Bright Star Foundation, Inc., as Grantor, to Lewis T. Preston, as Trustee, and J.P. Morgan & Co. Incorporated, as beneficiary, recorded in Book 11 Mortgages, Page 413, in the Sublette County, Wyoming records, Morgan Guaranty Trust Company of New York, as successor in interest to J.P. Morgan & Co. Incorporated, the present owner and holder of such Deed of Trust and Assignment and beneficiary thereunder, does hereby appoint and substitute Angela L. Franklin, of Pruitt, Gushee & Bachtell, 1850 Beneficial Life Tower, City of Salt Lake, County of Salt Lake, State of Utah, as successor trustee in such Deed of Trust, Mortgage and Assignment to replace the Trustee named therein.

Executed this 26th day of August, 1992, however effective July 1, 1992.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK AS SUCCESSOR IN INTEREST TO J.P. MORGAN & CO. INCORPORATED

By: _____

Its: Managing Director

STATE OF NEW YORK)
:ss
County of NEW YORK)

On the 26th day of August, 1992, personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, as successor in interest to J.P. Morgan & Co. Incorporated, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____
Notary Public
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

My Commission Expires:

MARION I. PEARSON
Notary Public, State of New York
No. 41-4964033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 19, 19 94

Angela [redacted], Esq.
PRUITT, GUSHEE & BACHTELL
1850 Beneficial Life Tower
Salt Lake City, Utah 84111

[redacted] RECORDED September 4 19[redacted] 8:10 A.M.
IN BOOK 89 Oil & Gas PAGE 176
FEES $ 38.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Wiggins

RELEASE, SATISFACTION AND DISCHARGE OF DEED OF TRUST, MORTGAGE AND ASSIGNMENT

WHEREAS, by an instrument dated December 23, 1957 and recorded December 27, 1957 in Book 18 Oil & Gas, Page 391 in the Sublette County, Wyoming records, Belco Petroleum Corporation conveyed to Bright Star Foundation, Inc., a production payment payable out of all the oil and gas in and under and that may be produced, saved and marketed from the properties situated in Sublette County, Wyoming, for a primary amount of $1,850,000.00 and a secondary amount defined therein;

WHEREAS, Bright Star Foundation, Inc. entered into a promissory note with J.P. Morgan & Co. Incorporated for the principal sum of One Million Eight Hundred Fifty Thousand Dollars ($1,850,000.00);

WHEREAS, Bright Star Foundation, Inc.'s indebtedness has been secured by a Deed of Trust, Mortgage and Assignment dated December 23, 1957, and recorded December 27, 1957 in Book 11 Mortgages, Page 413 in the Sublette County, Wyoming records, in which Bright Star Foundation, Inc. granted, bargained, sold, assigned, transferred and conveyed to Lewis T. Preston, Trustee, said production payment affecting lands located in Sublette County, Wyoming, more particularly described in Exhibit "A" attached to and by this reference incorporated herein;

WHEREAS, for further security of the indebtedness, Bright Star Foundation, Inc. transferred, assigned and conveyed unto J.P. Morgan & Co. Incorporated all oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced and saved from interests of Bright Star Foundation, Inc. in the leases, properties and interests above described from and after the effective date of the herein described production payment to Bright Star Foundation, as well as all other monies, payments and advance payments that may become payable under the terms of said production payment or the gas contracts described therein;

WHEREAS, by Release of Production Payment dated December 14, 1959, effective November 1, 1959 and recorded December 21, 1959 in Book 26 Oil & Gas, Page 78 in the

Sublette County, Wyoming records, said production payment and all rights, title and interest granted therein were released;

WHEREAS, the said indebtedness has been paid in full;

WHEREAS, Morgan Guaranty Trust Company of New York has succeeded to the interest of J.P. Morgan & Co. Incorporated as evidenced in Exhibit "B" attached to and by this reference incorporated herein;

WHEREAS, by Substitution of Trustee dated effective July 1, 1992, Morgan Guaranty Trust Company of New York appointed and substituted Angela L. Franklin as trustee; and

WHEREAS, Morgan Guaranty Trust Company of New York and Angela L. Franklin, Trustee, have agreed to release all interests conveyed in said Deed of Trust, Mortgage and Assignment which covers the property described in Exhibit "A" attached hereto;

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby release, cancel and discharge the Deed of Trust, Mortgage and Assignment, and do hereby release and quit claim all property, rights and interests that were conveyed thereby to the person or entity legally entitled thereto the estate now held by them under said Deed of Trust, Mortgage and Assignment.

IN WITNESS WHEREFORE, the undersigned has duly executed this instrument on this 26 day of August, 1992.

ANGELA L. FRANKLIN, TRUSTEE

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, SUCCESSOR IN INTEREST TO J.P. MORGAN & CO. INCORPORATED

By: _____

Title: Managing Director

STATE OF UTAH)
:ss
County of Salt Lake)

On the 31st day of August, 1992, personally appeared before me Angela L. Franklin, Trustee, who, being by me duly sworn, did say that she is Angela L. Franklin, Trustee, and that she thereupon executed said instrument in my presence.

CHERYL A COOK
Notary Public
STATE OF UTAH
My Commission Expires
June 12, 1994
[illegible]

Cheryl A. Cook
Notary Public
Residing at:
My Commission Expires:

STATE OF NEW YORK)
:ss
County of NEW YORK)

Before me Marion I. Pearson on this day personally appeared Edmund P. Rogers III, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Managing Director of Morgan Guaranty Trust Company of New York, successor in interest to J.P. Morgan & Co. 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 seal of office this 26th day of August, 1992.

Notary Public
~~Title:~~
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

My Commission Expires:

MARION I. PEARSON
Notary Public, State of New York
No. 41-4964033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 19, 1994

EXHIBIT "A"

LEASES IN SUBLETTE COUNTY, WYOMING, IN WHICH BELCO PETROLEUM CORPORATION OWNS A 75% WORKING INTEREST; SAID INTEREST BEING SUBJECT TO PROPORTIONATE PART OF OVERRIDING ROYALTIES AND PRODUCTION PAYMENTS AS INDICATED

Lease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Wyo. 06206	30N., 113W.	9	All	1280.00	6	PM & Y	
		15	All	640.00	5½	PM & Y	S-2 and S-6 wells in Sec. 21
		21	All	160.00	7¼ to 2500'	M&J:PM:Y	6¼% ORR subject to GPR @3.2¢ per MCF
					5 below 2500'	Y:M&J:PM	4% ORR subject to GPR @6¢ per MCF
Evan. 022951	30N., 113W.	26	SW¼	320.00	7	Y & PM	
		26	NW¼, NE¼	320.00	7¼ to 2500'	Y:M&J:PM	6¼% ORR subject to GPR @3.2¢ per MCF
		27	S½		5 below 2500'	Y:M&J:PM	4% ORR subject to GPR @6¢ per MCF
		27	N½	320.00	7	Y & PM	
		34	NW¼	160.00	7¼ to 2500'	Y:M&J:PM	6¼% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	Y:M&J:PM	4% ORR subject to GPR @6¢ per MCF

EXHIBIT "A"

Lease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Evan. 022951	30N. 113W.	34	NE¼	160.00	13½ to 2500'	Y;M&J;PM	12½% ORR subject to GPR @ 3.2¢ per MCF.
					5 below 2500'	Y;M&J;PM	4% ORR subject to GPR @ 6¢ per MCF.
							Lease has following wells: Marshall #1, SW¼SW¼, Sec. 27; Marshall #2, NW¼NE¼, Sec. 34; Marshall #4, NE¼NW¼, Sec. 34.
Evan. 013494	29N. 113W.	14	S½N½, S½			Y;PM;M&J	M&M #1, Salathe #1, B-11 - all in Sec. 14.
		15	S½N½, S½			Y;PM;M&J	B-32 well.
		23	E½	1280.00	6	Y;PM;M&J	B-12 well in Sec. 23.
Evan. 025930	29N. 113W.	13	S½NW¼, SW¼SW¼, N½SW¼, SW¼NE¼				
		23	W½	560.00	3	Y;PM;M&J	B-2 and B-3 wells on this lease.
Wyo. 01332	29N. 113W.	26	S½, S½N½				B-13 well on this lease.
		27	S½NE¼, E½SE¼, SE¼NW¼	680.00	3	Y;PM;M&J	B-4 well on this lease.
Wyo. 014051	28N. 113W.	2	Lots 7, 8, S½NW¼, SW¼				
		3	Lots 5, 6, S½NE¼, SE¼	633.40	3	Y;PM	C- 3 and C-16 wells on this lease.

EXHIBIT "A"

Lease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Evan. 025991	29N. 113W.	34	All	640.00	6	Y;PM	Operating rights down to 1500' above Frontier Formation. B-14 well on this lease.
Wyo. 04731	28N. 113W.	5	Lots 5, 6, 7, 8, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	419.86	6	Y;PM	Operating rights down to 1500' above Frontier Formation.
Evan. 024756A	28N. 113W.	23	Lots 1, 2, 3, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$				
		24	Lots 1, 2, 3, 4	429.70	3	Y;PM	C-1 and C-13 wells on this lease.
Wyo. 01764	30N. 113W.	35	$W\frac{1}{2}$	320.00	5	Y;PM;M&J	S-5 well on this lease.
Evan. 021983	29N. 113W.	14	$NW\frac{1}{4}NW\frac{1}{4}$	40.00	5	Y;PM;M&J	B-9 well on this lease.
Wyo. 0189	29N. 113W.	22 24 27	$W\frac{1}{2}$) $NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$) $NE\frac{1}{4}NW\frac{1}{4}$)	600.00	3	Y;PM;M&J	
	29N. 113W.	24 25	$SW\frac{1}{4}$, $SE\frac{1}{4}$) $N\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$)	480.00	3 3/4	Y;PM;M&J	B-17 well on this lease.
Wyo. 022756	28N. 113W.	14	$W\frac{1}{2}$	320.00	3	Y;PM	C-8 and C-18 wells on this lease.
Wyo. 014074	29N. 113W.	35	$NW\frac{1}{4}$	160.00	6	Y;PM	B-5 and B-5A wells on this lease.
Wyo. 021767	29N. 113W.	35	$S\frac{1}{2}$	320.00	4.375	Y;PM	B-6 and B-35 wells on this lease
Wyo. 04732	28N. 113W.	4	Lots 7, 8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	312.03	6	Y;PM	C-4 well on this lease.

EXHIBIT "A"

ease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
yo. State 0-2843	28N. 113W.	16	All (Resurvey Tract 37)	640.00	5	Y;PM	Operating rights down to 150[illegible] above the Frontier Formatic[illegible] C-5 well on this lease.
harles P. Budd	29N. 113W.	10	N½NE¼ SW¼NE¼	120.00	12½	Y;PM;M&J	Operating rights to 2500'. Budd #1 and B-33 wells on this lease. 12½% ORR subject to GPI @ 3.2¢ per MCF.
nger K. Chrisman	29N. 113W.	10	SE¼NE¼. NW¼SE¼	80.00	6¼	Y;PM;M&J	Howell-Chrisman #1 well on this lease.
risman Estate	29N. 113W.	10	E½SE¼				B-15 well and Howell-Chrisman #2 well on this lease.
		11	W½SW¼	160.00	6¼	Y;PM;M&J	
arlee P. & rancis M. Noble	29N. 113W.	11	W½NW¼	80.00	6¼	Y;PM;M&J	Howell-Noble #3 well on this lse.
van. 024241	28N. 113W.	11	E½				C-2 and C-10 wells on this lease
		12	All				
		13	All				
		14	E½				
		1	E½	2130.52	3	Y;PM	

EXHIBIT "A"

Lease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Evan. 023584	28N. 113W.	23	Lot 4, W½NW¼	107.24	3	Y;PM	C-11 and C-11A wells on this lease.
Evan. 022285	28N. 113W.	9	All	640.00	5		Operating rights down to 1500' above Frontier Formation. C-15 well on this lease.
Wyo. 024931A	29N. 113W.	25	S½NW¼	80.00	1½		B-22 well on this lease.
Evan. 017710A	30N. 113W.	34	SW¼SW¼	40.00	2½	Y;PM	Superior Oil Co. has operating rights below 1500' above Frontier Formation. Superior Marshall #1 well on this lease.
Jas. F. Mickelson, et al	29N. 113W.	6	Lots 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼				
		7	Lots 1, 2, NE¼, E½NW¼, NE¼SE¼				
	29N. 114W.	1	Lots 5, 6, 7, SW¼NE¼, W½SE¼				
		12	NE¼, N½SE¼				
	29N. 113W.	4	SE¼SW¼	1240.00	6	Y;PM	B-6 well on this lease.
Arthur C. Homer	29N. 112W.	7	Lots 1, 2, 3, 4, N½NE¼, E½NW¼, NE¼SW¼				
	29N. 113W.	12	NE¼, E½NW¼, NE¼SW¼, N½SE¼	612.72	-0-		B-20 and B-29 wells on this lease.

EXHIBIT "A"

Lease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Evan. 022755	28N. 113W.	11	W½	320.00	3		C-14 well on this lease.
Evan. 017710B	30N. 113W.	28	SE¼	160.00	4¼	Y;PM	
		34	SE¼, N½SW¼, SE¼SW¼	280.00	4½	Y;PM	S-4 well on this lease.
		28	NE¼	160.00	6	Y;PM	
Evan. 026176B	30N. 113W.	32	NE¼NE¼	40.00	6	Y;PM	Cont. Gov't #1 well on this lease.
Jas. F. Mickelson, et al	29N. 113W.	4	W½SW¼				
		5	Lot 2, SW¼NE¼, SE¼, Lot 3, SW¼, S½NW¼				
		8	N½NE¼, SE¼NE¼, NW¼, S½				
		9	NW¼, W½SW¼				Mickelson #1 on this lease in Sec. 4.
		17	NW¼NE¼, E½NW¼	1552.10	6	Y;PM	
Evan. 022769	29N. 113W.	3	N½	287.42	5	Y;PM	Eldridge #1 in Sec. 3 (NW¼)
		3	SW¼, S½SE¼, NW¼SE¼	280.00	6½ below 2500'	Y;PM	3% ORR subject to GPR @ 6¢ per MCF.
					8 3/4 to 2500'	Y;PM;M&J	6¼% ORR on Shallow Zones (down to 2500') subject to GPR @ 3.2¢ per MCF.

EXHIBIT "A"

Lease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Evan. 022769	29N. 113W.	4	NE¼	143.31	4¼	Y;PM	
		4	E½NW¼, NE¼SW¼	113.30	6	Y;PM	
		4	N½SE¼	80.00	3	Y;PM	
	30N. 113W.	33	E½	320.00	4¼	Y;PM	
		33	E½W½	160.00	6	Y;PM	
Wyo. 031992	29N. 113W.	22	NE¼	160.00	5½ to 2500'	Y;PM;M&J	B-1A well on this lease.
		22	SE¼	160.00	3 below 2500'	Y;PM;M&J	
		26	N½N½	160.00	3	Y;PM;M&J	
		27	N½NE¼	80.00	3 3/4	Y;PM;M&J	
Clifton Fear	29N. 113W.	9	E½SW¼, SE¼	640.00	3	Y;PM;M&J	Entire lease subject to Landowners royalty of 18%. B-16 well on this lease.
		10	SW¼NW¼, SW¼, SW¼SE¼		-0-		
		15	N½N½				
Evan. 022769A	29N. 113W.	1	W½	889.17	8 3/4 to 2500'	PM;M&J	B-18 and B-31 wells on this lease.
		2	Lots 1, 2, 3, 4, S½NE¼, SE¼NW¼, S½		5½ below 2500'		6¼% ORR subject to GPR @ 3.2¢ per MCF.
							3% ORR subject to GPR @ 6¢ per MCF

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EXHIBIT "A"

Lease Number	Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Enger K. Chrisman, et al	29N. 113W.	11	E½SW¼, SE¼				
		12	NW¼SW¼, S½S½				
		13	N½N½, SE¼NE¼, SE¼, SE¼SW¼				
		14	N½NE¼				
		24	N½NE¼				Wells B-25, B-26, B-27 and E-28 on this lease. Entire lease subject to Landowners royalty of 18%.
	29N. 112W.	18	Lots 1,2, E½NW¼	1106.01	7		
William J. McGinnis and Mamie McGinnis	28N. 113W.	Tr.45	N½SE¼ - Sec. 23; N½SW¼ - Sec.24				
		Tr.47	S½NE¼, S½NW¼ - Sec. 24	320.00	12½		Well C-19 on this lease.
Wyo. 02683	29N. 113W.	25	S½NE¼, S½	400.00	3¾		Wells B-30 and B-34 on this lease.
Evan. 026216	29N. 112W.	30	Lots 1,2,3,4, E½W½, NW¼NE¼, S½NE¼, SE¼				
		31	Lots 1,2,3,4, E½W½, E½				
		32	W½W½	1177.20	3		Well E-2 on this lease.
Wyo. 05504	30N. 113W.	10	All				
		14	All				
		22	All	1920.00	6		S-8 well on this lease.
Wyo. State 0-10799	29N. 113W.	1	Lot 1				
	30N. 113W.	36	All	679.39	5		S-7 well on this lease.

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Banking Department

I, **CARMINE M. TENGA**, Deputy Superintendent of Banks of the State of New York, do hereby certify that I have caused the annexed copy of **Certificate of Effectiveness of Merger of J.P. Morgan & Co., Incorporated into Guaranty Trust Company of New York under the title "Morgan Guaranty Trust Company of New York", effective April 24, 1959** - filed in the Office of the Superintendent of Banks on May 1, 1959, to be compared by a competent clerk with the original on file in the Banking Department, and the same is a correct copy of said **certificate** and of the whole thereof.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the Banking Department at New York, NY, this **13th** day of **August, 1992.**

Carmine M. Tenga

Deputy Superintendent of Banks

State of New York

Banking Department

I, FRANCIS A. FLORIN *Deputy Superintendent*

of Banks of the State of New York, DO HEREBY CERTIFY:

That, in accordance with the provisions of Section 601 *of Article* XIII *of the Banking Law, a Plan and Agreement of Merger, dated* February 5, 1959 *providing for the merger of* J.P. MORGAN & CO., INCORPORATED, New York, New York, into GUARANTY TRUST COMPANY OF NEW YORK, New York, New York, and that the name of the continuing corporation shall be "MORGAN GUARANTY TRUST COMPANY OF NEW YORK", was approved by the Superintendent of Banks and filed on April 24, 1959, at 2:15 P.M.

That the aforementioned merger has been recognized by this Department as valid and effective as of the date and time of such filing.

Witness, *my hand and official seal of the Banking Department at the City of Albany, this* 1st *day of* May *in the Year of our Lord one thousand nine hundred and* fifty-nine.

Francis A Florin

Deputy Superintendent of Banks.

State of New York, 189

Banking Department

I, **CARMINE M. TENGA,** Deputy Superintendent of Banks of the State of New York, **DO HEREBY CERTIFY:**

THAT, MORGAN GUARANTY TRUST COMPANY OF NEW YORK was organized by Special Act of the New York State Legislature, Chapter 179 of the Laws of 1864, under the title **NEW YORK GUARANTY AND INDEMNITY COMPANY** and amended as follows:

Chapter 20 of the Laws of 1865
Chapter 827 of the Laws of 1871

THAT, MORGAN GUARANTY TRUST COMPANY OF NEW YORK is authorized to transact a trust and banking business in the State of New York and is operating under the supervision of this Department in accordance with Article III of the New York State Banking Law;

THAT, the following documents have been filed in the office of the Superintendent of Banks as of the dates specified:

Certificate of Reduction of the amount of capital stock of **NEW YORK GUARANTY AND INDEMNITY COMPANY** - filed July 31, 1875

Certificate of Reduction of the amount of capital stock of **NEW YORK GUARANTY AND INDEMNITY COMPANY** - filed February 16, 1883

Certificate of increase of Capital Stock of **NEW YORK GUARANTY AND INDEMNITY COMPANY** - filed December 22, 1891

Certified Copy of Court Order granting **NEW YORK GUARANTY AND INDEMNITY COMPANY** leave to change name to **GUARANTY TRUST COMPANY OF NEW YORK** - filed December 9, 1895

Certificate of Extension of Business of **GUARANTY TRUST COMPANY OF NEW YORK** - filed November 23, 1896

Certificate of Extension of Business of **GUARANTY TRUST COMPANY OF NEW YORK** - filed December 11, 1901

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed January 19, 1910

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed January 25, 1910

State of [redacted]w York,

Banking Department

Certificate to Increase Number of Directors of **GUARANTY TRUST COMPANY OF NEW YORK** - filed April 19, 1910

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed October 1, 1912

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed October 15, 1912

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed November 26, 1915

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed June 26, 1917

Certificate to Reduce Number of Directors of **GUARANTY TRUST COMPANY OF NEW YORK** - filed January 22, 1918

Certificate to Increase Number of Directors **of GUARANTY TRUST COMPANY OF NEW YORK** - filed January 23, 1920

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK,** - filed March 12, 1927

Certificate to Increase Number of Directors of **GUARANTY TRUST COMPANY OF NEW YORK** - filed February 1, 1928

Certificate to Increase Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed May 18, 1928

Certificate to Increase Number of Directors of **GUARANTY TRUST COMPANY OF NEW YORK** - filed May 2, 1929

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed May 2, 1929

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed June 24, 1929

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Banking Department

Certificate to provide that the number of directors of **GUARANTY TRUST COMPANY OF NEW YORK** be not less than a stated minimum nor more than a stated maximum - filed January 24, 1931

Certificate to provide that the number of directors of **GUARANTY TRUST COMPANY OF NEW YORK** be not less than a stated minimum nor more than a stated maximum - filed January 17, 1934

Certificate of Increase of Capital Stock of **GUARANTY TRUST COMPANY OF NEW YORK** - filed January 15, 1947

Certificate of Amendment of Certificate of Incorporation of **GUARANTY TRUST COMPANY OF NEW YORK** pursuant to Section Thirty-Six of the Stock Corporation Law - filed January 22, 1953

Certificate of Amendment of Certificate of Incorporation of **GUARANTY TRUST COMPANY OF NEW YORK** providing for an increase of capital stock - filed January 16, 1957

Certificate of Amendment of Certificate of Incorporation of **GUARANTY TRUST COMPANY OF NEW YORK** providing for (1) a change of name from **GUARANTY TRUST COMPANY OF NEW YORK** to **MORGAN GUARANTY TRUST COMPANY OF NEW YORK;** and (2) an increase in capital stock - filed April 24, 1959

Certificate of Amendment of the Organization Certificate of **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** providing for an increase of capital stock - filed January 16, 1963

Certificate of Amendment of the Organization Certificate of **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** providing for an increase of capital stock - filed March 17, 1965

Certificate of Amendment of the Organization Certificate of **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** - filed October 1, 1969

Certificate of Amendment of the Organization Certificate of **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** providing for an increase of capital stock - filed November 8, 1973

[redacted] *State of [redacted]w York,*

Banking Department

Certificate of Amendment of the Organization Certificate of **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** providing for an increase of capital stock - filed March 18, 1976

Certificate of Amendment of the Organization Certificate of **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** providing for an increase in capital stock - filed March 24, 1983

Certificate of Amendment of the Organization Certificate of **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** providing for a change in preferred stock -filed October 16, 1989

THAT, no amendments to its Organization Certificate have been filed in the Office of the Superintendent of Banks except those set forth above; and

I **DO FURTHER CERTIFY THAT MORGAN GUARANTY TRUST COMPANY OF NEW YORK** is validly existing as a banking organization with its principal office and place of business located at 60 Wall Street, New York, New York.

Witness, *my hand and official seal of the Banking Department at the City of New York, this* 13th *day of* August *in the Year of our Lord one thousand nine hundred and* ninety-two

Carmine A. Tenga

Deputy *Superintendent of Banks.*

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WHEN RECORDED RETURN TO:
Angela L. Franklin, Esq.
Pruitt, Gushee & Bachtell
1850 Beneficial Life Tower
Salt Lake City, UT 84111

238495

RECORDED September 4 19 92 8:40 AM
IN BOOK 89 PR 4 PAGE 193
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

SUBSTITUTION OF TRUSTEE by Bethany A. Higgins

Pursuant to the provisions of that certain Deed of Trust, Mortgage and Assignment dated February 1, 1963, by Bright Star Foundation, Inc., as Grantor, to John R. Fell, Jr., as Trustee, and Morgan Guaranty Trust Company of New York, as beneficiary, recorded in Book 16 Mortgages, Page 209, in the Sublette County, Wyoming records, and in Book 60PR, Page 12, in the Lincoln County, Wyoming records, Morgan Guaranty Trust Company of New York, as successor in interest to J.P. Morgan & Co. Incorporated, the present owner and holder of such Deed of Trust and Assignment and beneficiary thereunder, does hereby appoint and substitute Angela L. Franklin, of Pruitt, Gushee & Bachtell, 1850 Beneficial Life Tower, City of Salt Lake, County of Salt Lake, State of Utah, as successor trustee in such Deed of Trust, Mortgage and Assignment to replace the Trustee named therein.

Executed this 26th day of August, 1992, however effective July 1, 1992.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK AS SUCCESSOR IN INTEREST TO J.P. MORGAN & CO. INCORPORATED

By: _____

Its: Managing Director

STATE OF NEW YORK)
:ss
County of NEW YORK)

On the 26th day of August, 1992, personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, as successor in interest to J.P. Morgan & Co. Incorporated, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____
Notary Public
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

MARION I. PEARSON
Notary Public, State of New York
No. 41-4964033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 19, 1994

My Commission Expires:

WHEN REC[redacted]D, MAIL TO:
Angela L. Franklin, Esq.
PRUITT, GUSHEE & BACHTELL
1850 Beneficial Life Tower
Salt Lake City, Utah 84111

238[redacted]

RECORDED September 4 1992 8:40 AM
IN BOOK 89 of M L PAGE 194
FEES $ 18.00 Mary L. Lindsey COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RELEASE, SATISFACTION AND DISCHARGE OF DEED OF TRUST, MORTGAGE AND ASSIGNMENT

by Bethany A. Wiggins

WHEREAS, by an instrument dated February 1, 1963 and recorded February 8, 1963 in Book 35 Oil & Gas, Page 428, in the Sublette County, Wyoming records, and recorded February 25, 1963 in Book 60PR, Page 57 in the Lincoln County, Wyoming records, Belco Petroleum Corporation conveyed to Bright Star Foundation, Inc, a production payment payable out of all the oil and gas in and under and that may be produced, saved and marketed from the properties and operating rights situated in Sublette and Lincoln Counties, Wyoming, more particularly described in Exhibit "A" attached to and by this reference incorporated herein for a primary amount of Six Million Dollars ($6,000,000.00) and a secondary amount defined therein;

WHEREAS, Bright Star Foundation, Inc. entered into a promissory note with Morgan Guaranty Trust Company of New York for the principal sum of Six Million Dollars ($6,000,000.00);

WHEREAS, Bright Star Foundation, Inc.'s indebtedness has been secured by a Deed of Trust, Mortgage and Assignment dated February 1, 1963, and recorded February 8, 1963 in Book 16 Mortgages, Page 209 in the Sublette County, Wyoming records and recorded February 25, 1963 in Book 60PR, Page 12, in the Lincoln County, Wyoming records, in which Bright Star Foundation, Inc. granted, bargained, sold, assigned, transferred and conveyed to John R. Fell, Jr., Trustee, said production payment;

WHEREAS, for further security of the indebtedness, Bright Star Foundation, Inc. transferred, assigned and conveyed unto Morgan Guaranty Trust Company of New York all oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced and saved from interests of Bright Star Foundation, Inc. in the leases, properties and interests above described from and after the effective date of the herein described production payment to Bright Star Foundation, Inc. as well as all other monies, payments and advance payments that may become payable under the terms of said production payment or the gas contracts described therein;

WHEREAS, the said indebtedness has been paid in full;

WHEREAS, by Substitution of Trustee dated effective July 1, 1992, Morgan Guaranty Trust Company of New York appointed and substituted Angela L. Franklin as trustee; and

WHEREAS, Morgan Guaranty Trust Company of New York and Angela L. Franklin, Trustee, have agreed to release all interests conveyed in said Deed of Trust, Mortgage and Assignment which covers the property described in Exhibit "A" attached hereto;

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby release, cancel and discharge the Deed of Trust, Mortgage and Assignment, and do hereby release and quit claim all property, rights and interests that were conveyed thereby to the person or entity legally entitled thereto the estate now held by them under said Deed of Trust, Mortgage and Assignment.

IN WITNESS WHEREFORE, the undersigned has duly executed this instrument on this 26th day of August, 1992.

Angela L. Franklin, Trustee

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By: _____

Title: Managing Director

STATE OF UTAH)
:ss
County of Salt Lake)

On the 31st day of August, 1992, personally appeared before me Angela L. Franklin, Trustee, who, being by me duly sworn, did say that she is Angela L. Franklin, Trustee, and that she thereupon executed said instrument in my presence.

CHERYL A COOK
Notary Public
STATE OF UTAH
My Commission Expires
June 12, 1994
[illegible] St. SLC, UT 84102

Cheryl A. Cook
Notary Public
Residing at:

My Commission Expires:

STATE OF NEW YORK)
:ss
County of NEW YORK)

On the 26th day of August, 1992, before me personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

My Commission Expires:

MARION L PEARSON
Notary Public, State of New York
No. 41-4984033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 18, 1994

EXHIBIT "A"

LEASES IN SUBLETTE AND LINCOLN COUNTIES, WYOMING, IN WHICH BELCO PETROLEUM CORPORATION IS THE WORKING INTEREST OWNER; SAID INTEREST BEING SUBJECT TO PROPORTIONATE PART OF OVERRIDING ROYALTIES AND PRODUCTION PAYMENTS AS INDICATED

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-06206	30N - 113W	9	All			C; Q	
		15	All	1280.00	6	C; Q	
		21	N½	320.00	5½	C; Q	
W-0136178	30N - 113W	21	S½	320.00	5½	C; Q	
W-0136175	30N - 113W	26	SW¼	160.00	7½ to 2500'	MeJ; C; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	MeJ; C; Q	1% ORR subject to GPR @ 6¢ per MCF
		27	S½	320.00	7½ to 2500'	C; MeJ; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	MeJ; C; Q	1% ORR subject to GPR @ 6¢ per MCF
		27	N½	320.00	7	C; Q	
		34	NW¼	160.00	7½ to 2500'	MeJ; C; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	MeJ; C; Q	1% ORR subject to GPR @ 6¢ per MCF

ease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted] (cont.)		34	NE¼	160.00	13½ to 2500'	MeJ; C; Q	12½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	MeJ; C; Q	4% ORR subject to GPR @ 6¢ per MCF
[redacted]	30N - 11W	26	E½	320.00	7	C; Q	
[redacted]	29N - 11W	14	S½NE¼, S½	480.00	6	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		15	S½NW¼, S½			MeJ; C; Q	
		23	NE¼	800.00	6	MeJ; C; Q	
[redacted]	29N - 11W	13	SW¼NE¼, NW¼SW¼				
		23	W½	400.00	3	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		24	S½NE¼, SW¼NW¼, NE¼SW¼	160.00	3	MeJ; C; Q	
[redacted]	29N - 11W	26	SE¼SE¼	40.00	3	MeJ; C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		26	N½S½, S½SW¼, SW¼NW¼, S½NE¼	440.00	3	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		27	S½NE¼, E½SE¼, SE¼NW¼	200.00	3	MeJ; C; Q	CBU #7 Well on this lease

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]4051	28N - 113W	2	Lots 7, 8	77.33	3	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
[redacted]0231772	28N - 113W	2	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$		3	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		3	Lots 5,6, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		2	$SW\frac{1}{4}SW\frac{1}{4}$		3	C; Q	47½% in Kmv Reservoir, 100% in all other zones
		3	$S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$				
		2	$SE\frac{1}{4}SW\frac{1}{4}$	556.07	3	C; Q	
[redacted]52	28N - 113W	1	Lots 7, 8	79.89	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
[redacted]231773	28N - 113W	1	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$	160.00	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		1	$S\frac{1}{2}SW\frac{1}{4}$	80.00	3	C; Q	
[redacted]0125391	28N - 113W	2	Lots 5, 6	78.15	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
[redacted]231774	28N - 113W	2	$S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	160.00	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		2	$S\frac{1}{2}SE\frac{1}{4}$	80.00	3	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]025991	29N - 113W	34	All	640.00	6	C; Q	Operating Rights down to 1500' above the Frontier Formation
[redacted]04731	28N - 113W	5	Lots 5,6,7,8, S½NE¼, SE¼, SE¼NW¼	419.86	6	C; Q	Operating Rights down to 1500' above the Frontier Formation
[redacted]025388	28N - 113W	23	Lots 1,2,3, NE¼NW¼, E½NE¼				
		24	Lots 3, 4	341.29	5	C; Q	
[redacted]24756A	28N - 113W	24	Lots 1, 2	88.41	5	C; Q	
[redacted]01764	30N - 113W	35	W½	320.00	5	C; Q; MeJ	
[redacted]21983	29N - 113W	14	NE¼NW¼	40.00	5	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
[redacted]231770	29N - 113W	22	W½				
		24	S½NE¼				
		27	NE¼NW¼	440.00	3	MeJ; C; Q	
		24	NW¼	360.00	3	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
[redacted]0089	29N - 113W	25	E½NE¼	80.00	3.75	MeJ; C; Q	47½% in Kmv Reservoir and "P2" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]1770	29N - 113W	24	$S\frac{1}{2}SE\frac{1}{4}$		3-3/4	MeJ; C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		24	$S\frac{1}{2}$, $NW\frac{1}{4}SE\frac{1}{4}$		3-3/4	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		25	$N\frac{1}{2}NE\frac{1}{4}$				
		24	$SE\frac{1}{4}SE\frac{1}{4}$		3-3/4	MeJ; C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		24	$NE\frac{1}{4}SE\frac{1}{4}$	400.00	3-3/4	MeJ; C; Q	
[redacted]-022756	28N - 113W	14	$W\frac{1}{2}$	320.00	3	C; Q	CBU #5 Well on this lease
[redacted]4074	29N - 113W	35	$E\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$		6	C; Q	47½% in Kmv Reservoir, 100% in all other zones
		35	$SW\frac{1}{4}NW\frac{1}{4}$	160.00	6	C; Q	
[redacted]21767	29N - 113W	35	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$		4.375	C; Q	47½% in Kmv Reservoir, 100% in all other zones
		35	$W\frac{1}{2}SW\frac{1}{4}$	320.00	4.375	C; Q	
[redacted]7432	28N - 113W	4	Lots 7,8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	312.03	6	C; Q	
[redacted]8843	28N - 113W	16	All (Resurvey Tract 37)	640.00	5	C; Q	Operating Rights down to 1500' above the Frontier Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject Prod. Payment	Remarks
Charles P. Budd [redacted]	29N - 113W	10	N½NE¼, SW¼NE¼	120.00	12½	MMJ; C; Q	Operating Rights to 2500' 12½% ORR subject to GPR @ 3.2¢ per MCF
Roger M. [redacted] Corlett	29N - 113W	10	SE¼NE¼, NW¼SE¼	80.00	6½	MMJ; C; Q	
Corlett Estate [redacted]	29N - 113W	10 11	E½SE¼ W½SW¼	160.00	6½	MMJ; C; Q	
Charles P. & [redacted] Noble	29N - 113W	11	NW¼SE¼	80.00	[redacted]	MMJ; C; Q	
[redacted]-012538	28N - 113W	11 13 14	[redacted] [redacted] E½	800.00	3	C; Q	CBU #10 Well on this lease
[redacted]-02424	28N - 113W	1	Lot 6, SW¼NE¼, NW¼SE¼		3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		1 12 13	Lots 5,9,10,11, SW¼NE¼, W½SE¼ Lots 1,2,3,4, W½E½, W½ (All) Lots 1,2,3,4, W½E½, NW¼	1330.52	3	C; Q	
[redacted]-3584	28N - 113W	23	Lot 4, W½NW¼	107.24	3	C; Q	
[redacted]	28N - 113W	All	[redacted]	[redacted]	[redacted]	C; Q	Operating rights down to 5000' above the Frontier formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]02493lA	29N - 113W	25	$SE\frac{1}{4}NW\frac{1}{4}$		1½	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
[redacted]		25	$SW\frac{1}{4}NW\frac{1}{4}$	80.00	1½	C; Q	47½% in Kmv Reservoir, 100% in all other zones
[redacted]077710A	30N - 113W	34	$SW\frac{1}{4}SW\frac{1}{4}$	40.00	2½	C; Q	Superior Oil Co. has operating rights below 1500' above the Frontier Formation
[redacted]mes F. Nickelson et al	29N - 113W	6	Lots 5,6,7, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$				
		7	Lots 1,2, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		4	$SE\frac{1}{4}SW\frac{1}{4}$				
	29N - 114W	1	Lots 5,6,7, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		12	$NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$	1240.00	6	C; Q	
[redacted]rthur C. Homer	29N - 112W	7	Lots 1,2,3,4, $N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$				
	29N - 113W	12	$NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	612.72	0	C; Q	
[redacted]-022755	28N - 113W	11	$W\frac{1}{2}$	320.00	3	C; Q	
[redacted]077710B	30N - 113W	28	$SE\frac{1}{4}$	160.00	4½	C; Q	
[redacted]		34	$SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$		4½	C; Q	
		28	$NE\frac{1}{4}$	600.00	6	C; Q	

e Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
-026176B	30N - 113W	32	NE¼NE¼	40.00	6	C; Q	
mes F. Nickelson et al	29N - 113W	4	W½SW¼				
		5	Lot 2, SW¼NE¼, SE¼, Lot 3, SW¼, S½NW¼				
		8	E½NE¼, SE¼NE¼, NW¼, S½				
		9	NW¼, W½SW¼				
		17	NW¼NE¼, E½NW¼	1552.10	6	C; Q	
022769	29N - 113W	3	E½	287.42	5	C; Q	
		3	SW¼, S½SE¼, NW¼SE¼	280.00	6½ below 2500'	C; Q	3% ORR Subject to ORR @ 6¢ per MCF
					8-3/4 to 2500'	MeJ; C; Q	6½% ORR subject to ORR @ 3.2¢ per MCF
		4	NE¼	143.31	4½	C; Q	
		4	E½NW¼, NE¼SW¼	113.30	6	C; Q	
		4	N½SE¼	80.00	3	C; Q	
	30N - 113W	33	E½	320.00	4½	C; Q	
		33	E½W½	160.00	6	C; Q	
31992	29N - 113W	22	E½NE¼	80.00	5½ to 2500'	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
					3 below 2500'	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		22	W½NE¼	80.00	5½ to 2500'	MeJ; C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted] 031992 (Cont.)	29N - 113W	22	W½NE¼		3 Below 2500'	MeJ; C; Q	
		22	NE¼SE¼	40.00	3	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		22	NW¼SE¼, S½SE¼	120.00	3	MeJ; C; Q	
		26	N½N½	160.00	3-3/4	MeJ; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		27	N½NE¼	80.00	3	MeJ; C; Q	
Clifton Fear	29N - 113W	9	E½SW¼, SE¼				Entire lease subject to landowner royalty of 18%
		10	SW¼NW¼, SW¼, SW¼SE¼				
		15	N½N½	640.00	0	C; Q	
[redacted] 022769A	29N - 113W	1	W½				
		2	Lots 1,2,3,4, SE¼NW¼, S½, S½NE¼	889.17	8-3/4 to 2500'	MeJ; C; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
					5½ below 2500'	C; Q	3% ORR subject to GPR @ 6¢ per MCF
[redacted] Chrisman et al	29N - 113W	11	E½SW¼, SE¼				Entire lease subject to landowners royalty of 18%
		12	NW¼SW¼, S½S½				
		13	N½N½, SE¼NE¼, SE¼				
		14	N½NE¼				
	29N - 112W	18	Lots 1,2, E½NW¼	986.01	7	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted] et al (Cont.)	29N - 113W	13 24	SE¼SW¼ N½NW¼	120.00	7	C; Q	Entire Lease subject to landowners royalty of 18% 47½% in Kmv Reservoir, 100% in all other zones
[redacted]	28N - 113W	Tr. 45 Tr. 47	N½SE¼ Sec. 23; N½SW¼ Sec. 24 S½NE¼, S½SW¼ Sec. 24	320.00	12½	C; Q	
[redacted]	29N - 113W	25	[redacted]	80.00	3-3/4	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
[redacted]	29N - 113W	25	[redacted] SE¼, E½SW¼	320.00	3-3/4	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
[redacted]	29N - 112W	30	Lots 1,2,3,4, E½W½, W½NE¼, SE¼NE¼, SE¼				47½% in "P" Sand Reservoir, 100% in all other zones
		31	E½W½, E½		3	C; Q	
		31	Lots 1,2,3,4	1017.20	3	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
[redacted]	29N - 112W	32	[redacted]	80.00	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
[redacted]	29N - 112W	[redacted]	[redacted]	[redacted]	[redacted]	C; Q	47½% in [redacted] Sand Reservoir, [redacted] other zones

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-05504	30N - 113W	10	All				
		14	All				
		22	N½	1600.00	6	C; Q	
W-0136177	30N - 113W	22	S½	320.00	6	C; Q	
[illegible] 0-10799	29N - 113W	1	Lot 1				
	30N - 113W	36	All	679.39	5	C; Q	
W-05283	28N - 113W	4	SW¼SE¼		6	C; Q	
		4	Lots 5,6, S½NE¼, SE¼SE¼, N½SE¼	312.53	6	C; Q	47½% in Kmv Reservoir, 100% in all other zones
[illegible] 3340	28N - 112W	5	All				
		6	Lots 1, 3 thru 18 incl., E½SW¼, SE¼				CBU #4 Well on this lease
		7	All				
		8	NW¼, W½SW¼	2559.34	3	C; Q	
E-024528	28N - 112W	28	W½, W½E½, E½SE¼, SE¼NE¼				
		29	All				
		30	Lots 2,3,4, E½W½, E½				CBU #6 Well on this lease
		31	Lots 1,2,3, E½W½, E½				
		32	W½NW¼	2472.98	3	C; Q	
[illegible] 0125387	28N - 112W	30	Lot 1	33.83	3	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-04629	28N - 113W	10	E½	320.00	3	C; Q	C-22 Well on this lease
[redacted]56	28N - 113W	23	Lots 5,6,7				CBU #13 Well on this lease
		24	Lots 5,6,7,8, Tr. 46A & 46B				
		25	All	929.41	6	C; Q	
[redacted]2bb69	28N - 112W	17	E½NE¼, E½SE¼, SE¼SW¼, SW¼SE¼				CBU #12 Well on this lease
		18	Lots 1,2,3, E½NW¼, NE¼SW¼, NE¼				
		19	E½NW¼, SE¼, S½NE¼, NE¼NE¼				
		20	All				
		21	All	2356.04	3	C; Q	
[redacted]25385	28N - 112W	19	Lots 3, 4	69.93	3	C; Q	
[redacted]7628	28N - 113W	3	Lots 7, 8, S½NW¼, SW¼	314.37	3	C; Q	4.7½ in Kmv Reservoir, 100% in all other zones
Charle[redacted]. & Francis M. [redacted]e	29N - 113W	11	NE¼, E½NW¼				
		12	W½NW¼	320.00	0	C; Q	
[redacted]04226	30N - 113W	28	SE¼, S½NW¼, E½SW¼	280.00	6		

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e Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
25389	29N - 112W	19	Lots 3,4, E½SW¼, SW¼SE¼		3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		19	Lot 2, SE¼SE¼, N½SE¼, SE¼NW¼, S½NE¼, NE¼NE¼	437.59	3	C; Q	
115	29N - 112W	20	NW¼NW¼	40.00	3	C; Q	
65[illegible]	28N - 113W	26	Lot 1, SE¼NW¼, E½SW¼, E½	475.90	1	C; Q	Operating rights down to the base of the Muddy Formation
92	28N - 113W	34	Lot 2	44.96	5	C; Q	Operating rights down to the base of the Muddy Formation
	28N - 113W	35	Lots 1,2,3,4,5,6,7, W½NE¼, N½NW¼, SW¼NW¼, N½SW¼, NW¼SE¼	545.49	5	C; Q	Operating rights down to the base of the Muddy Formation
	28N - 113W	35	SE¼NW¼	40.00	5	C; Q	Operating rights down to the base of the Muddy Formation
	28N - 113W	34	E½NW¼, NE¼SW¼, NW¼NE¼	160.00	5	C; Q	Operating rights down to the base of the Muddy Formation
	28N - 113W	34	E½NE¼, SW¼NE¼, N½SE¼, Lots 3, 4	288.79	5	C; Q	Operating rights down to the base of the Muddy Formation

Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
29	27N - 112W	33	NE¼, S½				75% below the base of the Mesaverde Formation
		34	All				62.5% above the base of the Mesaverde Formation
		35	All	1760.00	2	C; Q	
31A	27N - 112W	28	All				KIB #5 on this lease
		29	E½SE¼				75% below the base of the Mesaverde Formation
		32	E½E½				62.5% above the base of the Mesaverde Formation
	26N - 112W	5	Lot 1, SE¼NE¼, E½SE¼				
		8	E½NE¼, E½SE¼	496.87	2	C; Q	
	26N - 112W	2	All				75% below the base of the Mesaverde Formation
		3	All				62.5% above the base of the Mesaverde Formation
		4	All				
		9	All				
		11	[illegible]	2572.08	2	C; Q	
28A	27N - 112W	21	Lots 9, 10, 11, S½SW¼	139.14	3	C; Q	
29	27N - 112W	21	SE¼SW¼	40.00	2½	C; Q	
48	27N - 112W	26	All				
		27	E½	960.00	4.007	C; Q	50% working interest
50	27N - 112W	27	[illegible]	320.00	4.007	C; Q	50% working interest

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e Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
6056	26N - 112W	11 14	$NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $S\frac{1}{2}$ All	1240.00	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
-2265	26N - 112W	16	Lots 1,2,3,4,5,6,7, $E\frac{1}{2}$, $W\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$	601.03	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
-5481	26N - 112W	16	All of Green River Bed in Section 16	38.97	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
234	28N - 113W	16 17 20 29	Lots 1,2,3,4,5,6,7 $NW\frac{1}{4}NE\frac{1}{4}$ Lots 2,3,4,5, $S\frac{1}{2}NW\frac{1}{4}$ $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$	793.08	$1\frac{1}{4}$	C; Q	Shallow rights only**
363	28N - 113W	17 21 28 31 32	Lots 1,3,4,5,6, $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$ Lots 1-8 incl., Tr. 43a, Tr. 43c, Tr. 43d, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ All (Lots 1-11 incl., $S\frac{1}{2}SE\frac{1}{4}$, Tr. 50) Lots 7, 8 Lots 2,5, Tr. 53	1339.03 203.79	$1\frac{1}{4}$ $7\frac{1}{4}$	C; Q C; Q	Shallow rights only** Shallow rights only**

Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
28N - 11W	19	Lot 5, NE¼SE¼, S½NE¼, SE¼				
	31	E½SE¼				
	32	Lot 1, E½NW¼, SW¼NW¼	563.20	1¼	C; Q	Shallow rights only**
28N - 11W	20	Lots 6,7,8, SW¼SE¼, E½SW¼, NW¼SW¼, Tr. 43b	290.27	2½	C; Q	Shallow rights only**
28N - 11W	32	NW¼				
	33	NW¼	240.00	9	C; Q	Shallow rights only*
27N - 11W	5	Lots 3,4, S½NW¼	159.08	3	C; Q	Shallow rights only**
28N - 11W	32	Lot 6, NE¼SE¼				
	33	S½NE¼	167.69	3	C; Q	Shallow rights only**
27N - 11W	5	Lot 2	39.67	9	C; Q	Shallow rights only**
28N - 11W	32	Lot 6, NE¼SE¼				
	33	S½NE¼	167.69	3	C; Q	Deep rights only**
27N - 11W	5	Lot 1, S½NE¼, N½SE¼	199.78	9 on shallow 3 on Deep.	C; Q	
28N - 11W	17	S½SE¼, SW¼	240.00	3	C; Q	Full rights
28N - 11W	17	Trs. 38, 40 (also described as NE¼SW¼, SW¼SE¼)	80.00			Deep rights only**

Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
J. [redacted]	28N - 113W	17	Tr. 39 (also described as $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$)	120.00	2.1125	C; Q	Shallow rights only**
A. DeGraw, Ruth A. [redacted]	28N - 113W	20 & 21	Tr. 41 (also described as $E\frac{1}{2}NE\frac{1}{4}$, Sec. 20; and $W\frac{1}{2}NW\frac{1}{4}$, Sec. 21)	160.00	0	C; Q	Shallow rights only**
[redacted]	28N - 113W	21	Tr. 42	40.00	0	C; Q	Shallow rights only**
209 [redacted]	28N - 113W	33	Lots 1,2,3, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	300.50	6	C; Q	Shallow rights only**
		33	Lot 4, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	371.11	0	C; Q	Shallow rights only**
		33	Lots 1,2,3,4, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	671.61	0	C; Q	Deep rights only***
Edgar & Lilly lls	28N - 113W	22 & 23	Tr. 44 (also described as $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 22; and $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Sec. 23)	160.00	0	C; Q	
A	27N - 113W	8	$SE\frac{1}{4}$	160.00	$2\frac{1}{2}$	C; Q	Deep rights only***
B	27N - 113W	8	$N\frac{1}{2}$, $SW\frac{1}{4}$	480.00	$3\frac{1}{2}$*	C; Q	Deep rights only***

Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
61A	27N - 113W	17	NE¼, E½NW¼	240.00	3.92	Y; C; Q	Deep rights only***
		17	NE¼SW¼				
		20	NE¼	200.00	1.79	C; Q	Deep rights only***
		17	SE¼	160.00	2.29	C; Q	Deep rights only***
978	27N - 113W	4	SW¼SW¼				
		9	NW¼, E½SW¼, W½SE¼	360.00	3*	C; Q	Deep rights only***
191	27N - 113W	4	Lot 4, S½NW¼, W½SE¼, E½SW¼, NW¼SW¼	319.85	2 [illegible] deep	C; Q	Full rights
		9	W½NE¼	80.00	3	C; Q	Deep rights only***
5	27N - 113W	9	W½SW¼	80.00	3*	C; Q	Deep rights only***
70B	27N - 113W	21	N½N½	160.00	2.88*	C; Q	Deep rights only***
47	27N - 113W	16	All	640.00	2½	C; Q	Deep rights only***
1	27N - 113W	36	All	640.00	0	Q	100% below the base of the Hesavarde [illegible] 8% [illegible] the [illegible] formation

se Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
20123	27N - 112W	6	Lots 1,2,3,4,5,6,7, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$				100% below the base of the Mesaverde Formation
		8	$W\frac{1}{2}$				80% above the base of the Mesaverde Formation
		17	$W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$				
		20	$NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Lot 6	1520.60	3	Q	
20123A	27N - 112W	4	$SW\frac{1}{4}SW\frac{1}{4}$				100% below the base of the Mesaverde Formation
		5	Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$				80% above the base of the Mesaverde Formation
		8	$W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		9	$SW\frac{1}{4}SW\frac{1}{4}$				
		17	$SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$				
		20	$W\frac{1}{2}NE\frac{1}{4}$	999.78	3	Q	
20127	27N - 112W	30	Lots 3,4,7,8, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}$	302.50	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
20127A	27N - 112W	31	Lots 1,2,5,6,7,8,11,12, $NW\frac{1}{4}NE\frac{1}{4}$	153.52	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
20110	27N - 112W	30	Lots 1,2,5,6, $E\frac{1}{2}W\frac{1}{2}$	259.08	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	26N - 113W	2	Lot 1	34.16	3	Q	100% below the base of the Mesaverde Formation

e Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
0110A	27N - 112W	31	Lots 3,4,9,10, E½W½, SW¼NE¼, W½SE¼	373.91	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
110	27N - 112W	7 18	E½ E½	640.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
A	27N - 112W	19	E½	320.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
710	27N - 112W	4 5	Lot 2 Lot 3, NE¼SE¼	119.38	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
13	28N - 112W	33	N½, SE¼	480.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	27N - 112W	4	N½SW¼	80.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
1	27N - 112W	7 18	Lots 1,2,3,4, E½W½ Lots 1,2,3,4, E½W½	553.65	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the

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ase Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
05751A	27N - 112W	19	Lots 1,2,3,4, E½W½	263.89	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
59584	27N - 112W	30	That portion of the bed of the Green River that is riparian to Lots 3,4, 7,8	17.50	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
59584A	27N - 112W	31	That portion of the bed of the Green River that is riparian to Lots 1,2, 5,6,7,8,11, 12	46.48	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
-11142	28N - 113W	36	N½, SE¼, E½SW¼ (part of Resurvey Tr. 54)	629.00	0	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
-20810	28N - 113W	36	W½SW¼ (part of Resurvey Tr. 54)	90.00	20	Q	100% working interest
929A	27N - 112W	33	NW¼	160.00	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
930A	26N - 112W	10 15	All All	1280.00	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
63	29N - 112W	17	E½, E½W½, SW¼NW¼	520.00	3	C; Q	

se Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
125392	29N - 112W	18	W½SE¼, E½SW¼, SE¼NE¼, Lots 3, 4				
		19	Lot 1, NE¼NW¼, NW¼NE¼	318.44	3	C; Q	
eficial l Co.	27N - 112W	20	Lots 1,2,5, NE¼NE¼, NW¼SE¼				
		21	Lots 2,3,4,5,6, NW¼NW¼	316.18	0	Q	50% working interest
1741	26N - 113W	4	SE¼, NW¼SW¼, Lots 1-12 incl.				
	27N - 113W	28	SE¼SW¼, SW¼SE¼				
		29	SE¼NE¼				
		32	W½SE¼, N½NE¼, SE¼NE¼				
		33	NW¼NE¼, S½NE¼, SE¼, NW¼	1433.84	5	F; Q	
1743	27N - 113W	33	N½SW¼	80.00	5	F; Q	
E. & y Marx	26N - 112W	6	E½SW¼, Lot 10				
		7	Lot 1, NE¼NW¼	158.90	5	Z; Q	
sta B. x l & Dorise	26N - 112W	7	Lots 2,4, SE¼NW¼, NE¼SW¼, NW¼SE¼	159.60	5	Z; Q	
Highway mission	26N - 112W	6	A portion of State Highway 189	108.14	5	Z; Q	
Dorothy Decker	26N - 112W	6	A portion of SE¼	5.007	5	Z; Q	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-047799	26N - 113W	26	Lot 5	4.87	5	Z; Q	
A. L. Mahaffey	26N - 112W	6	A portion of the $SW\frac{1}{4}SE\frac{1}{4}$	2.00	5	Z; Q	
				20.97	5	Z; Q	50% working interest
Patrick J. Quealy Joseph A. & Bessie B. Minton	27N - 113W	28	$SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$	120.00	$2\frac{1}{2}$	Q	Deep rights only***
Bank of Paullina Joseph A. & Bessie B. Minton	27N - 113W	28	$NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$	160.00	$5\frac{1}{2}$	Q	Deep rights only***
George E. & Marie C. Yeaman	26N - 112W	7	$W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, Lot 3	160.08	0	Q	
William J. & Mamie McGinnis Bank of Paullina Newt Sims	26N - 112W	7 17 18 19 20 21	$E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Lots 2,3,4, $W\frac{1}{2}$, $SE\frac{1}{4}$ $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, Lot 4 Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	2243.93	5	Z; Q	
Newt Sims	26N - 112W	21	Lots 2,3,6	75.83	5	Z; Q	
W-059585	27N - 112W	9 20	Lots 2,3 Lots 3,4	42.04	3	Q	

ease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
-021954	27N - 111W	15	S½				
		21	E½, S½SW¼				
		22	W½E½, W½				
		28	All				
		29	Lots 1,2,3,7,9,10,11, 12,13,14,16,17,18,19,20	2416.95	5	Q	50% working interest
& Esther asco	26N - 112W	6	A portion of the SW¼SE¼	18.00	5	Z; Q	50% working interest
ncoln County own of LaBarge	26N - 112W	6	Lots, Street & Alleys in the town of LaBarge	18.02	5	Z; Q	
ward A. ahaffey	26N - 112W	6	A portion of the SW¼	1.00	5	Z; Q	50% working interest
053452	27N - 112W	4	Lots 3,4, S½NW¼				
		5	Lots 1,2, S½NE¼				
	28N - 112W	33	SW¼	478.55	2½	Q	
9	27N - 112W	10	Lot 1, NE¼NE¼, S½NE¼				
		11	N½				
		12	S½N½, SE¼				
		13	E½	1104.26	3	Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-039910A	27N - 112W	1 2 3 12	$S\frac{1}{2}$ Lot 8, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Lots 1,6,7,10,11 $N\frac{1}{2}N\frac{1}{2}$	912.90	5	Q	
W-066702	27N - 112W	10	Lots 4,5	57.81	3	Q	
W-048781	27N - 113W	35	$E\frac{1}{2}$	320.00	.875 20.875		50% to top of the Hilliard Formation 100% to top of the Nugget Formation
S 0-22646	26N - 113W	1	All of original Section (Pt. Resruvey Lot 37)	656.71	$22\frac{1}{2}$		100% below top of the Hilliard Formation
048780	27N - 113W	4	Lots 2,3, $SW\frac{1}{4}NE\frac{1}{4}$	120.10	20.875 on deep 26.875 on shallow	Q	Full operating rights
022935	26N - 112W	5	Lots 5,6	23.55	0	Q	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
022931	26N - 112W 27N - 112W	5 8 29	Lots 4,7,10,11,13, $SW\frac{1}{4}SE\frac{1}{4}$ Lots 1,2,4,5,6,7,11, $W\frac{1}{2}NE\frac{1}{4}$ Lots 2,3,4,5,8,9,10,11,12	608.78	1*	Q	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation

se Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
23313	26N - 112W	6	SW¼NE¼	40.00	13-3/4		100% Bear River & Frontier Formations only
23313C	26N - 112W	6	SE¼NW¼	40.00	13-3/4		100% Bear River & Frontier Formations only
20641	26N - 112W	7	Lot 5	76.09	13-3/4		100% Bear River & Frontier Formations only
20005	26N - 112W	6	Lots 1,2,3,4,5,6,7,9	209.85	13-3/4		100% Bear River & Frontier Formations only
20066	26N - 112W	19 29 30	Lot 4 SW¼, SW¼NW¼ Lots 1,2,3,4, E½W½, E½ (All)	764.29	13-3/4		100% Bear River & Frontier Formations only
6369	26N - 113W	15	S½	320.00	5		
6	26N - 113W	22	NW¼NE¼, N½NW¼, SW¼NW¼, NW¼SW¼	200.00	5		
8951	26N - 113W	10 15	S½NE¼ S½N½	240.00	2½		

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
WS 0-11134	26N - 113W	12	All	657.64	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-11136	26N - 113W	24	$N\frac{1}{2}N\frac{1}{2}$ (Lot 38), $NW\frac{1}{4}SW\frac{1}{4}$ (Lot 40)	203.74	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-11137	26N - 113W	24	$S\frac{1}{2}N\frac{1}{2}$	163.05	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-11135	26N - 113W	13	All	665.84	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
W-024793	26N - 113W	14 22 23 26	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$ $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ Lots 1,2,3,4, $N\frac{1}{2}NW\frac{1}{4}$ Lots 1,2,3,4	598.70	4	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
W-036054	27N - 113W	27	$NW\frac{1}{4}NE\frac{1}{4}$	40.00	4	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
-02275	26N - 113W	22	$NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$	200.00	5	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

se Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
52067	26N - 112W	17	All of the bed of the Green River lying Sec. 17 of said Township, between the mean high marks thereof, excepting that portion of said riverbed which lies riparian to privately owned lands patented without reservation of Oil and Gas to the USA	10.41	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
70883	26N - 113W	2	Lot 4				
		10	SE¼				
		11	Lots 1,2,3,4, W½NE¼, N½NW¼, SE¼NW¼, SW¼, W½SE¼				
		14	Lots 1,2, W½NE¼, N½NW¼, SW¼NW¼, W½SE¼				
		15	N½N½	1270.64	3	Q	
r G. Larson	26N - 113W		All of Lot 41 - Resurvey	618.07	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
e D. & a C. Eubank	26N - 112W	19	SE¼SW¼				
		20	S½S½				
		29	N½N½, S½NE¼, SE¼NW¼, SE¼	720.00	20 reducible	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation This lease covers 1/4 mineral interest only
	26N - 112W	6	Lands covering all of the bed of the Green River riparian to Lot 6 between the Mean high water marks thereof excepting that portion of said river bed which lies riparian to Lot 7 of Sec. 6. Said lands being only that				50% above the base of the Mesaverde Formation 100% below the base of the Mesaverde Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
-050961 (cont.)			portion of the bed of the Green River appurtenant to Lot 6, T26N-R112W	1.075	0	Q	
-049959	26N - 112W	6	That portion of the bed of the Green River riparian to Lot 7	4.53	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
0-21700	26N - 113W	22	$S\frac{1}{2}SW\frac{1}{4}$	80.00	5	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
024549A	26N - 112W	5	That part of the Green River riparian to Lots 4,5,6,7,10, 11,13				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		8	That part of the Green River riparian to Lots 1,2,4,5,6, 7,11	93.00	3	Q	
al L. & llie Mae otts neth rtlett Maxine Laney et al) rence kney et al)	27N - 112W	29	Lots 1,6, $S\frac{1}{2}NE\frac{1}{4}$	164.44	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
William J. & Hamie McGinnis	26N - 112W	8	Lots 8,9,10, $S\frac{1}{2}SW\frac{1}{4}$	125.82	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
U-039163	27N - 112W	29	That portion of the bed of the Green River that is riparian to Lots 2,3, 4,5,8,9,10,11,12	119.89	3	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[illegible]mer G. Larson	26N - 112W	8	Lots 8,9,10, $S\frac{1}{2}SW\frac{1}{4}$	125.82	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

NOTES:

* Overriding royalty as indicated denotes that U.S. Government royalty for the subject lease is subject to increase if average production per well per day exceeds 5,000 MCF of gas or 50 barrels of oil (for leases Evanston 021978 and 07555), and, for lease Evanston 07671B, if average production per day exceeds 3,000 MCF of gas or if average production per day per well exceeds 20 barrels of oil.

** Shallow rights as indicated refer to interest in zones from the surface down to 1500 feet above the top of the Frontier formation.

*** Deep rights as indicated refer to interest in zones below 1500 feet above the top of the Frontier formation.

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

GPR GPR refers to Gas Purchase Rights.

ORR ORR refers to Overriding Royalty.

Y Y denotes that subject operating rights are subject to a production payment, in the original sum of $75,000.00, payable out of two and one-half (2-1/2%) percent of production from these operating rights and other operating rights subject thereto.

C C signifies lands subject to a production payment previously conveyed to Bright Star Foundation, Inc. on July 5, 1960, in the original sum of Three Million ($3,000,000.00) Dollars Primary Amount, plus a Secondary Amount equal to Five and five eights (5-5/8%) percent per annum on the outstanding balances of the Primary Amount, from time to time remaining unpaid payable (i) from the effective date of the conveyance to and including April 30, 1961, out of Two (2%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties; (ii) from and after May 1, 1961, until such production payment has been satisfied, Twenty (20%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties.

Prior Liens The East LaBarge #5 Well, the Chimney Butte Wells #4,5,6,7,10,12,13, and the C-22 Well and approximately 320 acres surrounding each of these wells are subject to a first and Prior Lien previously created, to El Paso Natural Gas Company, upon 50% of Belco Petroleum Corporation's interest in these wells. El Pa[redacted]atural Gas Company is entitled to [redacted]0% of Belco Petroleum Corporation's

(cont. on the following page)

share of the gross proceeds from these wells until such time as repayment has been made for advance made by El Paso Natural Gas Company in accordance with a Gas Purchase Agreement dated November 14, 1957, by and between El Paso Natural Gas Company as Buyer and Belco Petroleum Corporation as Seller

F — F signifies lands subject to a Production Payment previously reserved by Vaughn B. Connally by instrument dated August 7, 1957, in the original sum of Six hundred thousand ($600,000.00) dollars Primary Amount 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 from September 1, 1957, payable out of seventy (70%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties.

Z — Z signifies lands subject to a Production Payment previously reserved by Carl-Pat Company in the amount of five (5%) percent of all oil and gas produced, saved and marketed from such properties until the sum of One hundred ($100.00) dollars per acre multiplied by the number of acres set forth in accordance with the Agreement dated May 16, 1957, between Carl-Pat Company and Belco Petroleum Corporation has been received.

Q — Q signfies lands subject to a Production Payment previously conveyed to Bright Star Foundation, Inc. on January 10, 1961, in the original sum of Three Million ($3,000,000.00) Dollars Primary Amount, plus a Secondary Amount equal to Five and one-fourth (5-1/4%) percent per annum on the outstanding balances of the Primary Amount, from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including October 31, 1961, out of Two (2%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties; (ii) from and after November 1, 1961, until such Production Payment has been satisfied, Twenty (20%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties.

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WHEN RECORDED RETURN TO:
Angela L. Franklin, Esq.
Pruitt, Gushee & Bachtell
1850 Beneficial Life Tower
Salt Lake City, UT 84111

238497

RECORDED September 4 19 92 8:40 A M
IN BOOK 89 Qt. A PAGE 229
FEES $ 6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

SUBSTITUTION OF TRUSTEE by Bethany A. Wiggins

Pursuant to the provisions of that certain Deed of Trust and Assignment dated June 28, 1967, by Retlaw Corporation, as Grantor, to John R. Fell, Jr., as New York Trustee, and John W. Lowe, as Utah Trustee, and Morgan Guaranty Trust Company of New York, as beneficiary, recorded in Book 20, Page 577, in the Sublette County, Wyoming records, Morgan Guaranty Trust Company of New York, the present owner and holder of such Deed of Trust and Assignment and beneficiary thereunder, does hereby appoint and substitute Angela L. Franklin, of Pruitt, Gushee & Bachtell, 1850 Beneficial Life Tower, City of Salt Lake, County of Salt Lake, State of Utah, as successor trustee in such Deed of Trust and Assignment to replace the New York and Utah Trustees named therein.

Executed this 26th day of August, 1992, however effective July 1, 1992.

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK

By: _____

Its: Managing Director

STATE OF NEW YORK)
:ss
County of NEW YORK)

On the 26th day of August, 1992, personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____
Notary Public
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

My Commission Expires:

MARION I. PEARSON
Notary Public, State of New York
No. 41-4964033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 19, 1994

[redacted]

WHEN RECORDED, MAIL TO:
Angela L. Franklin, Esq.
PRUITT, GUSHEE & BACHTELL
1850 Beneficial Life Tower
Salt Lake City, Utah 84111

23[redacted]8

RECORDED September 4 1992 8:40 AM
IN BOOK 89 Misc. Rec. PAGE 230.
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RELEASE, SATISFACTION AND DISCHARGE OF DEED OF TRUST AND ASSIGNMENT

by Bethany A. Wiggins

WHEREAS, by Conveyance of Production Payment dated June 28, 1967, Belco Petroleum Corporation conveyed to Retlaw Corporation a production payment for the principal amount of Thirteen Million Dollars ($13,000,000.00);

WHEREAS, Retlaw Corporation entered into a promissory note with Morgan Guaranty Trust Company of New York for the principal sum of Thirteen Million Dollars ($13,000,000.00);

WHEREAS, Retlaw Corporation's indebtedness has been secured by a Deed of Trust and Assignment dated June 28, 1967 and recorded July 20, 1967 in Book 20, Page 577, records of Sublette County, Wyoming, in which Retlaw Corporation conveyed to John R. Fell, Jr., Trustee (the "New York Trustee"), said production payment and all of Retlaw Corporation's interest in all of the specific properties covered by such production payment, other than that part of such production payment and specific properties assigned to the Utah Trustee, together with all other rights and interests in and to such part of such production payment and such properties arising therefrom other than those thereinafter assigned to Morgan Guaranty Trust Company of New York;

WHEREAS, for further security of the indebtedness, Retlaw Corporation conveyed unto Morgan Guaranty Trust Company of New York all oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced and saved from interests of Retlaw Corporation in said Conveyance of Production Payment;

WHEREAS, the said indebtedness has been paid in full;

WHEREAS, by Substitution of Trustee dated effective July 1, 1992, Morgan Guaranty Trust Company of New York appointed and substituted Angela L. Franklin as the sole trustee; and

WHEREAS, Morgan Guaranty Trust Company of New York and Angela L. Franklin, Trustee, have agreed to release all interests conveyed in said Deed of Trust and Assignment which includes that portion of property described in Exhibit "A" attached hereto.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby release, cancel and discharge the Deed of Trust and Assignment, and do hereby release and quit claim all property, rights and interests that were conveyed to them thereby to the person or entity legally entitled hereto the estate now held by them under said Deed of Trust and Assignment.

IN WITNESS WHEREFORE, the undersigned has duly executed this instrument on this 26th day of August, 1992.

Angela L. Franklin, Trustee

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By: _____

Title: Managing Director

STATE OF UTAH)
:ss
County of Salt Lake)

On the 31st day of August, 1992, personally appeared before me Angela L. Franklin, Trustee, who, being by me duly sworn, did say that she is Angela L. Franklin, Trustee, and that she thereupon executed said instrument in my presence.

Notary Public
Residing at:

My Commission Expires:

STATE OF NEW YORK)
:ss
County of NEW YORK)

On the 26th day of August, 1992, personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

MARION I. PEARSON
Notary Public, State of New York
No. 41-4964003
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 18, 19[redacted]

My Commission Expires:

Exhibit "A"

LEASES IN SUNSETTE AND LINCOLN COUNTIES, NEW MEXICO

Lease Number	Twp. & Range	Section	Description	Total Acreage	Rate	Subject to Prod. Payment	Remarks
NM-06206	20N - 11E	2	All	1280.00	6	1/8	
		35	All	320.00	5½	1/8	
		21	N½	320.00	5½	1/8	
NM-013617B	20N - 11E	21	S½	320.00	5½	1/8	
NM-013617C	20N - 11E	26	SW¼	160.00	7½ to 2500' 5 below 2500'	1/8	6½ per mcf subject to QER 6 per mcf
		27	SE¼	320.00	7½ to 2500' 5 below 2500'	1/8	6½ per mcf subject to QER 6 per mcf
		31	NW¼	160.00	7½ to 2500' 5 below 2500'	1/8	6½ per mcf subject to QER 6 per mcf

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-0136175 (cont.)		34	NE¼	160.00	13½ to 2500'	A, B	12½% ORR subject to OPR @ 3.2¢ per MCF
					5 below 2500'	A, B	4% ORR subject to OPR @ 6¢ per MCF
E-022951	30N - 113W	26	N½	320.00	7	A, B	
E-013494	29N - 113W	14	S½NE¼, S½	480.00	6	A, B	47½% in Kay Reservoir, 100% in all other zones
		15	S½NE¼, S½				
		23	E½	800.00	6	A, B	
E-025930	29N - 113W	13	SW¼SW¼, NW¼SW¼				47½% in Kay Reservoir, 100% in all other zones
		23	W½	400.00	3	A, B	
		13	S½NW¼, SW¼NE¼, NE¼SW¼	160.00	3	A, B	
U-01332	29N - 11W	26	SE¼SE¼	40.00	3	A, B	47½% in Kay Reservoir and WP3 Sand Reservoir, 100% in all other zones
		26	N½S½, S½SW¼, SW¼SE¼, S½E½	440.00	3	A, B	47½% in Kay Reservoir, 100% in all other zones
		27	S½NE¼, E½SE¼, SE¼NW¼	200.00	3	A, B	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-011052	28N - 113W	2	Lots 7, 8	77.33	3	A, B	47½% in Kmv Reservoir and "F" Sand Reservoir, 100% in all other zones
W-0231772	28N - 113W	2	S½NW¼, N½SW¼		3	A, B	47½% in Kmv Reservoir and "F" Sand Reservoir, 100% in all other zones
		3	Lots 5,6, S½NE¼, NE¼SE¼	356.07			
		2	SW¼SW¼				
		3	S½SE¼, N½SE¼	160.00	3	A, B	47½% in Kmv Reservoir, 100% in all other zones
		2	SE¼SW¼	40.00	3	A, B	
W-011052	28N - 113W	1	Lots 7, 8	79.89	3	A, B	47½% in "F" Sand Reservoir, 100% in all other zones
W-0231773	28N - 113W	1	S½NW¼, N½SW¼	160.00	3	A, B	47½% in "F" Sand Reservoir, 100% in all other zones
		1	S½SW¼	80.00	3	A, B	
W-0125371	28N - 113W	2	Lots 5, 6	78.15	3	A, B	47½% in "F" Sand Reservoir, 100% in all other zones
W-0231774	28N - 113W	2	S½NE¼, N½SE¼	160.00	3	A, B	47½% in "F" Sand Reservoir, 100% in all other zones
		2	S½SE¼	80.00	3	A, B	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-025991	25N - 113W	34	All	640.00	6	A, B	Operating Rights down to 15001 above the Frontier Formation
M-04731	28N - 113W	5	Lots 5,6,7,8, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	419.86	6	A, B	Operating Rights down to 15001 above the Frontier Formation
M-0125388	28N - 113W	23	Lots 1,2,3, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$	341.29	3	A, B	
		24	Lots 3, 4				
E-0247564	28N - 113W	24	Lots 1, 2	88.41	3	A, B	
M-01764	30N - 113W	35	$W\frac{1}{2}$	320.00	5	A, B	
E-021983	29N - 113W	14	$N\frac{1}{2}NW\frac{1}{4}$	40.00	5	A, B	47½ in Kay Reservoir, 100% in all other zones
M-0231770	29N - 113W	22	$W\frac{1}{2}$				
		24	$S\frac{1}{2}NE\frac{1}{4}$				
		27	$NE\frac{1}{4}NW\frac{1}{4}$	440.00	3	A, B	
		24	$W\frac{1}{2}$	360.00	3	A, B	47½ in Kay Reservoir, 100% in all other zones
M-0189	29N - 113W	25	$W\frac{1}{2}NE\frac{1}{4}$	80.00	3.75	A, B	47½ in Kay Reservoir and Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
NM-0231770	29N - 11W	24	$S\frac{1}{2}SE\frac{1}{4}$	40.00	3-3/4	A, B	47½% in Kmv Reservoir and "PU Sand Reservoir, 100% in all other zones
		24	$S\frac{1}{2}$, $NE\frac{1}{4}SE\frac{1}{4}$	280.00	3-3/4	A, B	47½% in Kmv Reservoir, 100% in all other zones
		25	$N\frac{1}{2}NW\frac{1}{4}$				
		24	$SE\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A, B	47½% in Kmv Reservoir, 100% in all other zones
		24	$NE\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A, B	47½% in "PU Sand Reservoir, 100% in all other zones
NM-022756	28N - 11W	24	$W\frac{1}{2}$	320.00	3	A, B	CBU #5 Well on this lease
NM-014074	29N - 11W	35	$N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	120.00	6	A, B	47½% in Kmv Reservoir, 100% in all other zones
		35	$S\frac{1}{2}NW\frac{1}{4}$	80.00	6	A, B	
E-021767	29N - 11W	35	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$	240.00	4.375	A, B	47½% in Kmv Reservoir, 100% in all other zones
		35	$W\frac{1}{2}SW\frac{1}{4}$	80.00	4.375	A, B	
NM-0732	28N - 11W	4	Lots 7,8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	312.03	6	A, B	
LC 0-2843	28N - 11W	16	All (Resurvey Tract 37)	640.00	5	A, B	Operating Rights down to 1500' above the Frontier Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject Trsl. Payment	Remarks
Charles P. Budd	29N - 113W	10	$N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$	120.00	$12\frac{1}{2}$	A,B	Drafting Rights to 2500' $12\frac{1}{2}$% ORR subject to ORR @ 1.2¢ per MCF
Enger K. Chrisman	29N - 113W	10	$SE\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	80.00	$6\frac{1}{4}$	A,B	
Chrisman Estate	29N - 113W	10 11	$E\frac{1}{2}SE\frac{1}{4}$ $W\frac{1}{2}SW\frac{1}{4}$	160.00	$6\frac{1}{4}$	A,B	
Charles P. & Francis M. Noble	29N - 113W	11	$W\frac{1}{2}NW\frac{1}{4}$	80.00	$6\frac{1}{4}$	A,B	
H-012538	28N - 113W	11 13 14	$E\frac{1}{2}$ $SW\frac{1}{4}$ $E\frac{1}{2}$	800.00	3	A,B	
H-022421	28N - 113W	1	Lot 6, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$	121.52	3	A,B	
		1	Lots 5,9,10,11, $SW\frac{1}{4}SE\frac{1}{4}$				
		12	Lots 1,2,3,4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)				
		13	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $NW\frac{1}{4}$	1209.00	3	A,B	
H-023584	28N - 113W	23	Lot 4, $W\frac{1}{2}NW\frac{1}{4}$	107.24	3	A,B	
H-022285	28N - 113W	9	All	640.00	5	A,B	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-02492A	29N - 113W	25	$SE\frac{1}{4}NW\frac{1}{4}$		1½	A,B	1½% in Kay Reservoir and Pt. Sand Reservoir, 100% in all other zones
		25	$SW\frac{1}{4}NW\frac{1}{4}$	80.00	1½	A,B	1½% in Kay Reservoir, 100% in all other zones
E-0177-10A	30N - 113W	34	$SW\frac{1}{4}SW\frac{1}{4}$	40.00	2½	A,B	Superior Oil Co. has operating rights below 15001 above the Frontier Formation
James F. Nickelson et al	29N - 113W	4	$SE\frac{1}{4}SW\frac{1}{4}$	40.00	6	A,B	
Arthur L. Homer	29N - 112W	7	Lots 1,2,3,4, $N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}W\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$,				
	29N - 113W	12	$NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	612.72	0	A,B	
E-022755	28N - 113W	21	$W\frac{1}{2}$	320.00	3	A,B	
E-0177-10B	30N - 113W	28	$NE\frac{1}{4}$	160.00	1½	A,B	
		34	$SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$	280.00	1½	A,B	
		28	$NE\frac{1}{4}$	160.00	6	A,B	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-026176B	30N - 113W	32	NE¼NE¼	40.00	6	A, B	
James F. Hickelson et al	29N - 113W	4	W½SW¼				
		5	Lot 2, SW¼NE¼, SE¼, Lot 3, SW¼, S½NW¼				
		8	N½NE¼, SE¼NE¼, NW¼, E½				
		9	NW¼, W½SW¼				
		17	NW¼NE¼, E½NW¼	552.10	6	A, B	
E-022769	29N - 113W	3	N½	287.42	5	A, B	
		3	SW¼, S½SE¼, NW¼SE¼	280.00	6½ below 2500'	A, B	3% ORR subject to DFR @ 6¢ per MCF
					8-3/4 to 2500'	A, B	6½ MMM subject to DFR @ 5.7¢ per MCF
		4	NE¼	143.31	4½	A, B	
		4	E½W½, NE¼SW¼	113.30	6	A, B	
		4	N½SE¼	80.00	3	A, B	
	30N - 113W	33	E½	320.00	4½	A, B	
		33	E½W½	160.00	6	A, B	
E-011992	29N - 113W	22	E½NE¼	80.00	5½ to 2500'	A, B	4½% in Ray Reservoir, 100% in all other zones
					3 below 2500'	A, B	4½% in Ray Reservoir, 100% in all other zones
		22	W½NE¼	80.00	5½ to 2500'	A, B	

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Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-022992 (Cont.)	29N - 11W	22	$N\frac{1}{2}NE\frac{1}{4}$		3 Below 2500'	A, B	
		22	$NE\frac{1}{4}SE\frac{1}{4}$	40.00	3	A, B	47½% in Kay Reservoir, 100% in All other zones
		22	$NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$	120.00	3	A, B	
		26	$N\frac{1}{2}N\frac{1}{2}$	160.00	3-3/4	A, B	47½% in Kay Reservoir, 100% in all other zones
		27	$N\frac{1}{2}NE\frac{1}{4}$	80.00	3	A, B	
Clifton Fear	29N - 11W	9	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$				Entire lease subject to
		10	$SW\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$				Landowner royalty of 16%
		15	$N\frac{1}{2}NW\frac{1}{4}$	640.00	0	A, B	
E-022769A	29N - 11W	1	$W\frac{1}{2}$				
		2	Lots 1,2,3,4, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$	889.17	8-3/4 to 2500'	A, B	6½% ORR subject to ORR of $2.24 per MCF
					5 Below 2500'	A, B	5% ORR subject to ORR of $.64 per MCF
Roger Hayes, Shurleman et al	29N - 11W	11	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$				Entire lease subject to
		12	$SW\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}S\frac{1}{2}$				Landowners royalty of 16%
		13	$N\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		14	$N\frac{1}{2}NE\frac{1}{4}$				
	29N - 12W	18	Lots 1,2, $E\frac{1}{2}NW\frac{1}{4}$	986.01	7	A, B	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Enger K. Chrisman et al (Cont.)	29N - 113W	13 24	$SE\frac{1}{4}SW\frac{1}{4}$ $N\frac{1}{2}NE\frac{1}{4}$	120.00	7	A, B	Entire Lease subject to landowners royalty of 16% 47½% in Kmv Reservoir, 100% in all other zones
William J. & Mamie McGinnis	28N - 113W	Tr. 45 Tr. 47	$N\frac{1}{2}SE\frac{1}{4}$-Sec. 23; $N\frac{1}{2}SW\frac{1}{4}$-Sec. 24 $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$-Sec. 24	320.00	12½	A, B	
W-0231771	29N - 113W	25	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3-3/4	A, B	47½% in Kmv Reservoir and MPl Sand Reservoir, 100% in all other zones
W-02683	29N - 113W	25	$S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$	320.00	3-3/4	A, B	47½% in Kmv Reservoir and MPl Sand Reservoir, 100% in all other zones
W-0125390	29N - 112W	30	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $N\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		31	$E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$	969.04	3	A, B	47½% in MPl Sand Reservoir, 100% in all other zones
		31	Lots 1,2,3,4	48.16	3	A, B	
W-026216	29N - 112W	32	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3	A, B	47½% in MPl Sand Reservoir, 100% in all other zones
W-0231769	29N - 112W	32	$W\frac{1}{2}NW\frac{1}{4}$	80.00	3	A, B	47½% in MPl Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	& ORR	Subject to Prod. Payment	Remarks
W-05504	30N - 113W	10	All				
		14	All				
		22	$N\frac{1}{2}$	1600.00	6	A, B	
W-0136177	30N - 113W	22	$S\frac{1}{2}$	320.00	6	A, B	
WS 0-10799	29N - 113W	1	Lot 1				
	30N - 113W	36	All	679.39	5	A, B	
W-05283	28N - 113W	4	$SW\frac{1}{4}SE\frac{1}{4}$	40.00	6	A, B	
		4	Lots 5, 6, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	272.53	6	A, B	$47\frac{1}{2}\%$ in Kmv Reservoir, 100% in all other zones
E-023340	28N - 112W	5	All				
		6	Lots 1, 3 thru 18 incl., $E\frac{1}{2}SW\frac{1}{4}$ $SE\frac{1}{4}$				CBU#4 Well on this lease
		7	$N\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		7	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$				50% to Base of Almy Formation, 100% in all other zones
		8	$NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$	2559.34	3	A, B	
E-024528	28N - 112W	28	$W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $E\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$				
		29	All				CBU#6 Well on this lease
		30	Lots 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		31	Lots 1, 2, 3, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		32	$W\frac{1}{2}NW\frac{1}{4}$	247.98	3	A, B	
W-012587	28N - 112W	30	Lot 1	33.83	3	A, B	

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Lease Number	Twp. & Rge.	Section	Description	Subject to Prod. Payment	Total Acreage	GOR
NM-01629	28N - 11W	10	E½	All	320.00	
NM-024756	28N - 11W	23 24 25	Lots 5,6,7 Lots 5,6,7,8, W½ NE¼ NSB All	All All	929.11	
NM-024462	28N - 11W	17 18 19 20 21	N½NE¼, E½SE¼, SE¼SW¼ SW¼SE¼ Lots 1,2,3, E½NW¼ NE¼SE¼, SE¼SW¼ E½SW¼, SE¼, S½NE¼ NE¼NE¼ All All	All All	2186.04	
NM-025185	28N - 11W	19	Lots 3, 4	All	69.23	
NM-07828	28N - 11W	3	Lots 7, 8, S½NE¼, SE¼	All	314.37	
Fruitland P.C.	29N - 11W	11 12	NE¼, E½NW¼ W½NW¼	All All	320.00	
Fruitland P.C.	29N - 11W	28	S½, S½N½, NW¼NW¼	All	280.00	

#	Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
	N-0125389	29N - 112W	19	Lots 3,4, E½SW¼, S½SE¼	144.66	3	A, B	47½% in BPR Sand Reservoir 100% in all other zones
			19	Lot 2, SE¼SE¼, N½SE¼, SE¼SW¼, S½NE¼, NE¼NE¼	292.93	3	A, B	
	E-026115	29N - 112W	20	N½NW¼	40.00	3	A, B	
	E-023554	28N - 113W	26	Lot 1, SE¼NW¼, E½SW¼, E½	475.90	1	A, B	Operating rights down to the base of the Muddy Formation
	E-024792	28N - 113W	34	Lot 2	44.96	5	A, B	Operating rights down to the base of the Muddy Formation
	N-02985	28N - 113W	35	Lots 1,2,3,4,5,6,7, W½NE¼, N½SW¼, SW¼NW¼, N½SW¼, NW¼SE¼	545.49	5	A, B	Operating rights down to the base of the Muddy Formation
	N-02985A	28N - 113W	35	SE¼NW¼	40.00	5	A, B	Operating rights down to the base of the Muddy Formation
	N-08056	28N - 113W	34	E½NW¼, NE¼SW¼, NW¼NE¼	160.00	5	A, B	Operating rights down to the base of the Muddy Formation
	N-046892	28N - 113W	34	E½NE¼, SW¼NE¼, N½SE¼, Lots 3, 4	288.79	5	A, B	Operating rights down to the base of the Muddy Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	ORRI	Subject to Prod. Payment	Remarks
[redacted]	27N - 11W	33	NE¼ SE¼				
		34	All				
		35	All	1760.00	2		
		28	All				
[redacted]	27N - 11W	29	E½SE¼				
		32	E½SE¼				
		33	Lot 2, SE¼NE¼, E½SE¼	1196.87	2		
	26N - 11W	6					
		2	All				
		3	All				
		4	All				
		9	All				
[redacted]	27N - 11W	11	NW¼NW¼	2578.04	2		
		12	SW¼SW¼	40.00	2		
		25	All	960.00	4.007		
		26	All				
		27	All	320.00	4.007		
[redacted]	27N - 11W	34					

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Lease Number	Twn. & Rge.	Section	Description	Acreage	Dist.	Subject to Prod. Payment	Remarks
E-026056	26N - 112W	11	NE¼, NE¼NW¼, S½NW¼, S½	1240.00	2	A, B	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
		14	All				
US U-2265	26N - 112W	16	Lots 1,2,3,4,5,6,7, E½, W½SW¼, NE¼NW¼	601.03	2	A, B	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
US U-5481	26N - 112W	16	All of Green River Bed in Section 16	38.97	2	A, B	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022234	28N - 113W	16	Lots 1,2,3,4,5,6,7				
		17	NW¼NE¼				
		20	Lots 2,3,4,5, S½NW¼				
		29	E½, E½W½	793.08	1½	A, B	Shallow rights only
E-020363	28N - 113W	17	Lots 1,3,4,5,6, E½NE¼, W½SE¼				
		21	Lots 3-8 incl., Tr. 43a, Tr. 43c, Tr. 43d, E½NE¼, E½SE¼, SE¼SE¼				
		28	All (Lots 1-11 incl., S½SE¼, Tr. 50)				
		31	Lots 7, 8	1339.03	1½	A, B	Shallow rights only
		32	Lots 2,5, Tr. 53	203.59	1½	A, B	Shallow rights only

Lease Number	Township Rge.	Section	Description	Total Acreage	ORR	Subject to Prod. Payment	Remarks
E-022261	28N - 113W	19	Lot 5, $N\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		31	$E\frac{1}{2}NE\frac{1}{4}$				
		32	Lot 1, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$	563.20	2½	A, B	Shallow rights only
E-024353	28N - 113W	20	Lots 6,7,8, $SW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, Tr. 43b	290.27	2½	A, B	Shallow rights only
E-07538	28N - 113W	32	$NE\frac{1}{4}$				
		33	$N\frac{1}{2}NW\frac{1}{4}$	240.00	9	A, B	Shallow rights only
	27N - 113W	5	Lots 3,4, $S\frac{1}{2}NW\frac{1}{4}$	159.08	3	A, B	Shallow rights only
	28N - 113W	32	Lot 6, $NE\frac{1}{4}SE\frac{1}{4}$				
		33	$S\frac{1}{2}NW\frac{1}{4}$	167.69	9	A, B	Shallow rights only
	27N - 113W	5	Lot 2	39.67	9	A, B	Shallow rights only
E-07538	28N - 113W	32	Lot 6, $NE\frac{1}{4}SE\frac{1}{4}$				
		33	$S\frac{1}{2}NW\frac{1}{4}$	167.69	9	A, B	Deep rights only
	27N - 113W	5	Lot 1, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	199.78	9 on Shallow 3 on Deep	A, B	Full rights
		5	$S\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$	240.00	3	A, B	Deep rights only
William J. McGinnis et al	28N - 113W	17	Tra. 38, 40 (also described as $NE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$)	80.00	3	A, B	Shallow rights only

Lease Number	Twp. & Rge.	Section	Description	Acreage	Rental	Subject to Prod. Payment	Remarks
Mary J. Haddenham	28N - 113W	17	Tr. 39 (also described as W½SW¼, SE¼SW¼)	120.00	$ 2,1125		Shallow rights only
Ruth A. DeCrow, now Ruth A. Chamberlain	28N - 113W	20 & 21	Tr. 41 (also described as E½NE¼, Sec. 20; and W½NW¼, Sec. 21)	160.00	0		Shallow rights only
William J. McGinnis et al	28N - 113W	21	Tr. 42	40.00	0		Shallow rights only
E-022209	28N - 113W	33	Lots 1,2,3, 6, E½NE¼, N½SE¼, N½SW¼	300.50	6		Shallow rights only
		33	Lot 4, N½NE¼, SE¼NE¼, NE¼SE¼,				
		34	Lot 1, W½NW¼, NW¼SW¼	371.41	0		
		33	Lots 1,2,3,4, NE¼, N½SE¼, N½SW¼				
		34	Lot 1, W½NW¼, N½SW¼	671.61	0		
Myron Edgar Mills & Sally A. Mills	28N - 113W	22 & 23	Tr. 44 (also described as SE¼SE¼, Sec. 22; and E½SW¼, SW¼SW¼, Sec. 23)	160.00	0		
E-076718	27N - 113W	8	SE¼	160.00	24		
E-076719	27N - 113W	8	W½, SW¼	480.00	72		

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Lease Number	Twp. [illegible]	Section	Description	Total Acreage	DRR	Royalty Prod. Payment	Remarks
E-09561A	27N - 113W	17	NE¼, E½NW¼	240.00	3.92	A, B	Deep rights only***
		17	NE¼SW¼	200.00	1.79	A, B	Deep rights only***
		20	NE¼	160.00	2.29	A, B	Deep rights only***
		17	SE¼				
E-021978	27N - 113W	4	SW¼SW¼	360.00	3*	A, B	Deep rights only***
		9	NW¼, E½SW¼, W½SE¼				
E-026191	27N - 113W	4	Lot 4, S½NW¼, W½SE¼, E½SW¼, NW¼SW¼	319.85	2 on shallow 3 on deep	A, B	Full rights
		9	W½NE¼	80.00	3	A, B	Deep rights only***
E-07555	27N - 113W	9	W½SW¼	80.00	3*	A, B	Deep rights only***
E-010270	27N - 113W	21	NW¼	160.00	2.88*	A, B	Deep rights only***
[illegible] 0-807	27N - 113W	36	All	640.00	2½	A, B	Deep rights only***
[illegible]	27N - 113W	36	All	640.00	0	A, B	100% below the base of Mesaverde Formation. 80% above the base of Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-020123	27N - 112W	6	Lots 1,2,3,4,5,6,7, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$				
		8	$W\frac{1}{2}$				
		17	$W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$				
		20	$NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Lot 6	1520.60	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-020123A	27N - 112W	4	$SW\frac{1}{4}SW\frac{1}{4}$				
		5	Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$				
		8	$W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		9	$SW\frac{1}{4}SW\frac{1}{4}$				
		17	$SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$				
		20	$W\frac{1}{2}NE\frac{1}{4}$	999.78	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025407	27N - 112W	30	Lots 3,4,7,8, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}$	302.50	3	A, B	100% below the base of the Mesaverde Formation. 80% above the base of the Mesaverde Formation
U-025407A	27N - 112W	31	Lots 1,2,5,6,7,8,11,12, $NW\frac{1}{4}NE\frac{1}{4}$,	153.52	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025410	27N - 112W	30	Lots 1,2,5,6, $E\frac{1}{2}W\frac{1}{2}$	259.08	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	26N - 113W	2	Lot 2	24.76	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% RRR	Subject to Prod. Payment	Remarks
U-025404	27N - 112W	31	Lots 9,14,9,10, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}E\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$	373.91	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025440	27N - 112W	7 18	$E\frac{1}{2}$ $E\frac{1}{2}$	640.00	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025440A	27N - 112W	29	$E\frac{1}{2}$	320.00	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-039910	27N - 112W	4 5	Lot 2 Lot 3,	79.38	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-039913	28N - 112W	33	$N\frac{1}{2}$, $SE\frac{1}{4}$	480.00	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-04250I	27N - 112W	4	$NW\frac{1}{4}SW\frac{1}{4}$	40.00	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-05752	27N - 112W	7 18	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$ Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$	553.65	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-05751A	27N - 112W	19	Lots 1,2,3,4, E½W½	263.89	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-05950A	27N - 112W	30	That portion of the bed of the Green River that is riparian to Lots 3,4, 7,8	17.50	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-05958A	27N - 112W	31	That portion of the bed of the Green River that is riparian to Lots 1,2, 5,6,7,8,11, 12	46.48	3	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-0-11142	28N - 113W	36	N½, SE¼, E½SW¼ (part of Resurvey Tr. 54)	429.00	8	A, B	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-0-20810	28N - 113W	36	W½SW¼ (part of Resurvey Tr. 54)	80.00	20	A, B	100% working interest
U-022929A	27N - 112W	33	NW¼	160.00	2	A, B	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
U-022930A	26N - 112W	10 35	All All	1280.00	2	A, B	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
U-036663	29N - 112W	17	E½, E½W½, SW¼NW¼	520.00	3	A, B	

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Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-0125392	29N - 112W	18	W½SE¼, E½SW¼, SE¼NE¼, Lots 3, 4				
		19	Lot 1, NE¼NW¼, NW¼NE¼	318.44	3	A, B	
	Beneficial Oil Co.	20	Lots 1,2,5, NE¼NE¼, NW¼SE¼				
	27N - 112W	21	Lots 2,3,4,5,6, NW¼NW¼	316.18	0	A, B	50% working interest
E-021743	26N - 113W	4	SE¼, NW¼SW¼, Lots 1-12 incl,				
	27N - 113W	28	SE¼SW¼, SW¼SE¼				
		29	SE¼NE¼				
		32	W½SE¼, N½NE¼, SW¼NE¼				
		33	NW¼NE¼, S½NE¼, SE¼, NW¼	1133.84	5	A, B	
E-021743	27N - 113W	33	N½SW¼	80.00	5	A, B	
	John E. & Mary Marx	6	E½SW¼, Lot 10				
	26N - 112W	7	Lot 1, NE¼NW¼	158.90	5	Z; A, B	
	Augusta B. Marx	7	Lots 2,4, SE¼NW¼, NE¼SW¼,				
	Cyril & Dorise Hensley		N½SE¼	159.60	5	Z; A, B	
	State Highway Commission	6	A portion of State Highway 189	108.14	5	Z; A, B	
	Guy & Dorothy J. Decker	6	A portion of SE¼	5.007	5	Z; A, B	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
A. L. Mahaffey	26N - 112W	6	A portion of the $SW\frac{1}{4}SE\frac{1}{4}$	2.00	5	Z; A, B	
				20.97	5	Z; A, D	50% working interest
Patrick J. Quealy Joseph A. & Bessie B. Minton	27N - 113W	28	$SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$	120.00	$2\frac{1}{2}$	A, D	Deep rights only***
Bank of Paullina Joseph A. & Bessie B. Minton	27N - 113W	28	$W\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$	160.00	$5\frac{1}{2}$	A, B	Deep rights only***
George E. & Marie C. Yeaman	26N - 112W	7	$W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, Lot 3	160.08	0	A, B	
William J. & Hanie McGinnis Bank of Paullina Newt Sims	26N - 112W	7 17 18 19 20 21	$E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Lots 2,3,4, $W\frac{1}{2}SE\frac{1}{4}$ $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, Lot 4 Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ $N\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$	2243.93	5	Z; A, B	
Newt Sims	26N - 112W	21	Lots 2,3,6	75.83	5	Z; A, B	
H-059565	27N - 112W	9 29	Lots 2,3 Lots 3,4	42.04	3	A, D	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% DRR	Subject to Prod. Payment	Remarks
E-021954	27N - 114W	35	S½				
		22	NE¼NW¼, NW¼NE¼	400.00	5	A, B	50% working interest
Babe & Esther Probasco	26N - 112W	6	A portion of the SW¼SE¼	18.00	5	Z; A, B	50% working interest
Lincoln County & Town of LaBarge	26N - 112W	6	Lots, Street & Alleys in the Town of LaBarge	18.02	5	Z; A, B	
Howard A. Mahaffey	26N - 112W	6	A portion of the SW¼	1.00	5	Z; A, B	50% working interest
W-053452	27N - 112W	4	Lots 3,4, S½NW¼				
		5	Lot 2, S½NE¼				
	28N - 112W	33	SW¼	438.93	2½	A, B	
W-05749	27N - 112W	10	Lot 1, NE¼NE¼, S½NE¼				
		11	N½				
		12	S½N½, SE¼				
		13	E½	1104.26	3	A, B	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% GRR	Subject to Prod. Payment	Remarks
U-039710A	27N - 112W	1 2 3 12	$S\frac{1}{2}$ Lot 8, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Lots 1,6,7,10,11 $N\frac{1}{2}NW\frac{1}{4}$	912.90	5	A, B	
U-066702	27N - 112W	10	Lots 4,5	57.81	3	A, B	
U-048781	27N - 113W	35	$E\frac{1}{2}$	320.00	,875 20.875	A, B	50% to top of the Hilliard Formation 100% to top of the Nugget Formation
MS 0-22646	26N - 113W	1	All of original Section (Pt. Resurvey Lot 37)	656.71	2$\frac{3}{8}$	A, B	100% below top of the Hilliard Formation
U-048780	27N - 113W	4	Lots 2,3, $S\frac{1}{2}NE\frac{1}{4}$	120.10	20.875 on deep 26.875 on shallow	A, B	Full operating rights
U-022935	26N - 112W	5	Lots 5,6	23.55	0	A, B	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
U-022931	26N - 112W	5	Lots 4,7,10,11,13, $SW\frac{1}{4}SE\frac{1}{4}$	608.78	1*	A, B	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
		8	Lots 1,2,4,5,6,7,11, $W\frac{1}{2}NE\frac{1}{4}$				
	27N - 112W	29	Lots 2,3,4,5,8,9,10,11,12				

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-023313	26N - 112W	6	$SW\frac{1}{4}NE\frac{1}{4}$	40.00	13-3/4	A, B	100% Bear River & Frontier Formations only
E-0233130	26N - 112W	6	$SE\frac{1}{4}NW\frac{1}{4}$	40.00	13-3/4	A, B	100% Bear River & Frontier Formations only
U-052064	26N - 112W	7	Lot 5	76.09	13-3/4	A, B	100% Bear River & Frontier Formations only
U-052065	26N - 112W	6	Lots 1,2,3,4,5,6,7,9	209.85	13-3/4	A, B	100% Bear River & Frontier Formations only
U-052066	26N - 112W	19 29 30	Lot 4. $SW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$ Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$ (All)	764.29	13-3/4	A, B	100% Bear River & Frontier Formations only
U-066369	26N - 113W	15	$S\frac{1}{2}$	320.00	5	A, B	
U-066370	26N - 113W	22	$N\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	200.00	5	A, B	
U-033951	26N - 113W	10 15	$S\frac{1}{2}NE\frac{1}{4}$ $S\frac{1}{2}N\frac{1}{2}$	240.00	2½	A, B	

Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
WS 0-11134	26N - 113W	12	All	657.64	0	A, B	100% [illegible]
WS 0-11136	26N - 113W	24	$N\frac{1}{2}N\frac{1}{2}$ (Lot 38), $NW\frac{1}{4}SW\frac{1}{4}$ (Lot 40)	203.74	0	A, B	100% [illegible] Mesa[illegible] 50% [illegible] Mesa[illegible]
WS 0-11137	26N - 113W	24	$S\frac{1}{2}N\frac{1}{2}$	163.05	0	A, B	100% [illegible] Mesa[illegible] 50% [illegible] Mesa[illegible]
WS 0-11135	26N - 113W	13	All	665.84	0	A, B	100% [illegible] Mesa[illegible] 50% [illegible] Mesa[illegible]
W-024793	26N - 113W	14	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$				
		22	$E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$				
		23	Lots 1,2,3,4, $N\frac{1}{2}NW\frac{1}{4}$				
		26	Lots 1,2,3,4	598.70	4	A, B	100% [illegible] Mesa[illegible] 50% [illegible] Mesa[illegible]
SF-036054	27N - 113W	27	$NW\frac{1}{4}NE\frac{1}{4}$	40.00	4	A, B	100% [illegible] Mesaverde Formation 50% above the base of the Mesaverde Formation
W-02275	26N - 113W	22	$NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$	160.00	5	A, B	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

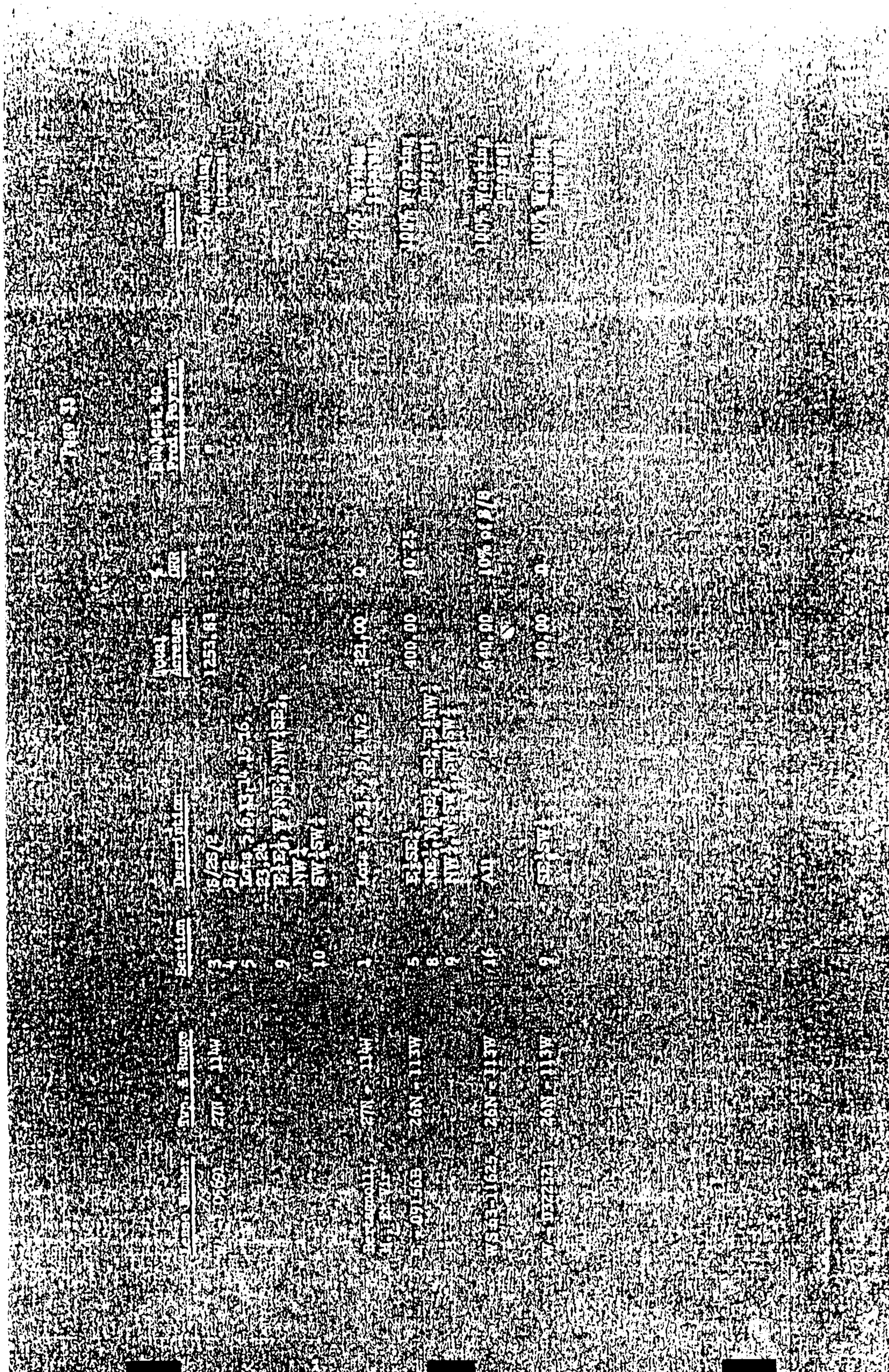
[redacted]

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-050961 (cont:)			portion of the bed of the Green River appurtenant to Lot 6, T26N-R112W	1.075	0	A, B	
U-049959	26N - 112W	6	That portion of the bed of the Green River riparian to Lot 7	4.53	0	A, B	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
E-024549A	26N - 112W	5	That part of the Green River riparian to Lots 4,5,6,7,10, 11,13				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		8	That part of the Green River riparian to Lots 1,2,4,5,6, 7,11	93.00	3	A, B	
Athol L. & Hallie Mae Stotts Kenneth Bartlett Mary Pauline Delaney et al Florence Witney et al	27N - 112W	29	Lots 1,6, S½NE¼	164.44	0	A, B	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
William J. & Pamela Vetinnia	26N - 112W	8	Lots 8,9,10, S½SW¼	125.82	0	A,B	
U-03216	27N - 112W	29	That portion of the bed of the Green River that is riparian to Lots 2,3,4,5,8,9,10,11,12	449.89	3	A,B	
Bolton, H. Jerome	26N - 112W	8	Lots 8,9,10, S½SW¼	125.82	0	A,B	

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U -02675	28N - 112W	4	All	1621.20	1		
		8	E/2; E/2W/4				
		9	All				
McGinnis,A. et al	28N - 112W	19	Lot 2, SE/4NW/4	75.97	0		
U -020778	28N - 114W	27	SE/4	640.00	2.5		
		35	E/2, NW/4				
U -05689	27N - 114W	2	All	2480.44	1		25% Working Interest
		3	Lots 1,2,3,4, S/2N/2, N 2S/2				
		4	Lots 1,2,3,4, S/2N/2				
	28N - 114W	33	N/2SE/4, S/2S/2				
		34	All				
		35	SW/4				
U -05690	27N - 114W	10	N/2; N/2 SW/4; SE/4 SW/4, SE/4	2320.00	1		25% Working Interest
		11	All				
		12	N/2NW/4, NW/4SW/4				
		14	All				
		15	N/2				



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WHEN RECORDED RETURN TO:
Angela L. Franklin, Esq.
Pruitt, Gushee & Bachtell
1850 Beneficial Life Tower
Salt Lake City, UT 84111

238499

RECORDED September 4 19 92 8:40 A M
IN BOOK 89 Misc Rec PAGE 265
FEES $6.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

SUBSTITUTION OF TRUSTEE by Bethany A. Higgins

Pursuant to the provisions of that certain Deed of Trust and Assignment dated December 24, 1969, by Retlaw Corporation, as Grantor, to William R. Barrett, Jr., as New York Trustee, and John W. Lowe, as Utah Trustee, and Morgan Guaranty Trust Company of New York, as beneficiary, recorded in Book 45, Page 52, in the Sublette County, Wyoming records, Morgan Guaranty Trust Company of New York, the present owner and holder of such Deed of Trust and Assignment and beneficiary thereunder, does hereby appoint and substitute Angela L. Franklin, of Pruitt, Gushee & Bachtell, 1850 Beneficial Life Tower, City of Salt Lake, County of Salt Lake, State of Utah, as successor trustee in such Deed of Trust and Assignment to replace the New York and Utah Trustees named therein.

Executed this 26th day of August, 1992, however effective July 1, 1992.

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK

By: _____

Its: Managing Director

STATE OF NEW YORK)
:ss
County of NEW YORK)

On the 26th day of August, 1992, personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____
Notary Public
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

My Commission Expires:

MARION I. PEARSON
Notary Public, State of New York
No. 41-4984033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 19, 1994

[redacted] [redacted] [redacted]

238500

WHEN RECORDED, MAIL TO:
Angela L. Franklin, Esq.
PRUITT, GUSHEE & BACHTELL
1850 Beneficial Life Tower
Salt Lake City, Utah 84111

RECORDED September 4 1992 8:40 AM
IN BOOK 89 MISC PAGE 266
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

RELEASE, SATISFACTION AND DISCHARGE OF DEED OF TRUST AND ASSIGNMENT

by Bethany A. Higgins

WHEREAS, by Conveyance of Production Payment dated December 24, 1969, Belco Petroleum Corporation conveyed to Retlaw Corporation a production payment;

WHEREAS, Retlaw Corporation entered into a promissory note with Morgan Guaranty Trust Company of New York for the principal sum of Ten Million Dollars ($10,000,000.00);

WHEREAS, Retlaw Corporation's indebtedness has been secured by a Deed of Trust and Assignment dated December 24, 1969 and recorded February 18, 1970 in Book 45, Page 52, records of Sublette County, Wyoming, in which Retlaw Corporation conveyed to William R. Barrett, Jr., Trustee (the "New York Trustee"), said production payment and all of Retlaw Corporation's interest in all of the specific properties covered by such production payment, other than that part of such production payment and specific properties assigned to the Utah Trustee, together with all other rights and interests in and to such part of such production payment and such properties arising therefrom other than those thereinafter assigned to Morgan Guaranty Trust Company of New York;

WHEREAS, for further security of the indebtedness Retlaw Corporation conveyed unto Morgan Guaranty Trust Company of New York all oil, gas, casinghead gas, distillate and other minerals, and the proceeds therefrom, produced and to be produced and saved from interests of Retlaw Corporation in said Conveyance of Production Payment;

WHEREAS, the said indebtedness has been paid in full and said Conveyance of Production Payment has been released;

WHEREAS, by Substitution of Trustee dated effective July 1, 1992, Morgan Guaranty Trust Company of New York appointed and substituted Angela L. Franklin as sole trustee; and

WHEREAS, Morgan Guaranty Trust Company of New York and Angela L. Franklin, Trustee, have agreed to release all interests conveyed in said Deed of Trust and Assignment which includes that portion of property described in Exhibit "A" attached hereto.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby release, cancel and discharge the Deed of Trust and Assignment, and do hereby release and quit claim all property, rights and interests that were conveyed to them thereby to the person or entity legally entitled hereto the estate now held by them under said Deed of Trust and Assignment.

IN WITNESS WHEREFORE, the undersigned has duly executed this instrument on this 26th day of August, 1992.

Angela L. Franklin, Trustee

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By: E. Edmund P. Rogers III

Title: Managing Director

STATE OF UTAH)
:ss
County of Salt Lake)

On the 31st day of August, 1992, personally appeared before me Angela L. Franklin, Trustee, who, being by me duly sworn, did say that she is Angela L. Franklin, Trustee, and that she thereupon executed said instrument in my presence.

CHERYL A COOK
Notary Public
STATE OF UTAH
My Commission Expires
June 12, 1994

Notary Public
Residing at:

My Commission Expires:

STATE OF NEW YORK)
:ss
County of NEW YORK)

On the 26th day of August, 1992, personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public
Residing at: 221-02 114th Road
Cambria Heights, NY 11411

MARION I. PEARSON
Notary Public, State of New York
No. 41-4964033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 18, 1994

My Commission Expires:

EXHIBIT "A"

LEASES IN SUBLETTE AND LINCOLN COUNTIES, WYOMING

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-05206	30N - 113W	9	All	1280.00	6	A	
		15	All				
		21	N½	320.00	5½	A	
W-0136178	30N - 113W	21	S½	320.00	5½	A	
W-0136175	30N - 113W	26	SW¼	160.00	7½ to 2500'	A	6⅝% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4⅝% ORR subject to GPR @ 6¢ per MCF
		27	S½	320.00	7½ to 2500'	A	6⅝% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4⅝% ORR subject to GPR @ 6¢ per MCF
		27	N½	320.00	7	A	
		34	NW¼	160.00	7½ to 2500'	A	6⅝% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4⅝% ORR subject to GPR @ 6¢ per MCF

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-0136175 (cont.)		34	NE¼	160.00	13⅓ to 2500'	A	12½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	A	4% ORR subject to GPR @ 6¢ per MCF
U-022951	30N - 113W	26	N½	320.00	7	A	
U-013494	29N - 113W	14	S½N½, S½	480.00	6	A	47½% in Kmv Reservoir, 100% in all other zones
		15	S½N½, S½				
		23	E½	800.00	6	A	
U-025930	29N - 113W	13	SW¼SW¼, NW¼SW¼				
		23	W½	400.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
		13	S½NW¼, SW¼NE¼, NE¼SW¼	160.00	3	A	
U-01332	29N - 113W	26	SE¼SE¼	40.00	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		26	N½S½, S½SW¼, SW¼SE¼, S½N½	440.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
		27	S½NE¼, E½SE¼, SE¼NW¼	200.00	3	A	CBU #7 Well on this lease

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% * ORR	Subject to Prod. Payment	Remarks
I-014051	28N - 113W	2	Lots 7, 8	77.33	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0231772	28N - 113W	2	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$				
		3	Lots 5, 6, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$	356.07	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		2	$SW\frac{1}{4}SW\frac{1}{4}$				
		3	$S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	160.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
	"	2	$SE\frac{1}{4}SW\frac{1}{4}$	40.00	3	A	
I-014052	28N - 113W	1	Lots 7, 8	79.89	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
0231773	28N - 113W	1	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		1	$S\frac{1}{2}SW\frac{1}{4}$	80.00	3	A	
-0125391	28N - 113W	2	Lots 5, 6	78.25	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
0231774	28N - 113W	2	$S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		2	$S\frac{1}{2}SE\frac{1}{4}$	80.00	3	A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-025991	29N - 113W	34	All	640.00	6	A	Operating Rights down to 1500' above the Frontier Formation
U-04731	28N - 113W	5	Lots 5,6,7,8, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	419.86	6	A	Operating Rights down to 1500' above the Frontier Formation
U-0125388	28N - 113W	23 24	Lots 1,2,3, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$ Lots 3, 4	311.29	3	A	
E-024756A	28N - 113W	24	Lots 1, 2	88.41	3	A	
U-01764	30N - 113W	35	$W\frac{1}{2}$	320.00	5	A	
E-021983	29N - 113W	14	$NW\frac{1}{4}NW\frac{1}{4}$	40.00	5	A	47½% in Kmv Reservoir, 100% in all other zones
U-0231770	29N - 113W	22 24 27	$W\frac{1}{2}$ $S\frac{1}{2}NE\frac{1}{4}$ $NE\frac{1}{4}NW\frac{1}{4}$	440.00	3	A	
		24	$NW\frac{1}{4}$	160.00	3	A	47½% in Kmv Reservoir, 100% in all other zones
U-0189	29N - 113W	25	$N\frac{1}{2}NE\frac{1}{4}$	80.00	3.75	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-023770	29N - 113W	24	$SW\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A	47½% in Kmv Reservoir and "F" Sand Reservoir, 100% in all other zones
		24	$SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	280.00	3-3/4	A	47½% in Kmv Reservoir, 100% in all other zones
		25	$N\frac{1}{2}NW\frac{1}{4}$				
		24	$SE\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A	47½% in "F" Sand Reservoir, 100% in all other zones
		24	$NE\frac{1}{4}SE\frac{1}{4}$	40.00	3-3/4	A	
U-023756	28N - 113W	24	$W\frac{1}{2}$	320.00	3	A	CBU #5 Well on this lease
U-011074	29N - 113W	35	$N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	120.00	6	A	47½% in Kmv Reservoir, 100% in all other zones
		35	$SW\frac{1}{4}NW\frac{1}{4}$	40.00	6	A	
U-021767	29N - 113W	35	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$	240.00	4.375	A	47½% in Kmv Reservoir, 100% in all other zones
		35	$W\frac{1}{2}SW\frac{1}{4}$	80.00	4.375	A	
U-04732	28N - 113W	4	Lots 7,8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	312.03	6	A	
US 0-2843	28N - 113W	16	All (Resurvey Tract 37)	640.00	5	A	Operating Rights down to 2500' above the Frontier Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject Prod. Payment	Remarks
Charles P. Budd	29N - 113W	10	N½NE¼, SW¼NE¼	120.00	12½	A	Operating Rights to 2500' 12½% ORR subject to GPR @ 3.2¢ per MCF
[illegible]er K. [illegible]risman	29N - 113W	10	SE¼NE¼, NW¼SE¼	80.00	6¼	A	
[illegible]sman Estate	29N - 113W	10 11	E½SE¼ W½SW¼	160.00	6¼	A	
Charles P. & [illegible]ancis M. Noble	29N - 113W	11	W½NW¼	80.00	6¼	A	
[illegible]-012538[illegible]	28N - 113W	11 13 14	E½ SW¼ E½	800.00	3	A	CBU #10 Well on this lease
E-024241	28N - 113W	1	Lot 6, SW¼NE¼, NW¼SE¼	121.52	3	A	47½% in Upr Sand Reservoir, 100% in all other zones
		1	Lots 5,9,10,11, SW¼SE¼				
		12	Lots 1,2,3,4, W½E½, W½ (All)				
		13	Lots 1,2,3,4, W½E½, NW¼	1209.00	3	A	
[illegible]-023584	26N - 113W	23	Lot 4, W½NW¼	107.24	3	A	
[illegible]-022205	28N - 113W	9	All	640.00	5	A	Operating Rights Conv to 1500' above the Frontier Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0249314	29N - 113W	25	SE¼NW¼		12½	A	47½% in Kmv Reservoir and "pu" Sand Reservoir, 100% in all other zones
		25	SW¼NW¼	80.00	12½	A	47½% in Kmv Reservoir, 100% in all other zones
E-0177103	30N - 113W	34	SW¼SW¼	40.00	25	A	Superior Oil Co. has operating rights below 1500' above the Frontier Formation
[redacted]022755	28N - 113W	11	W½	320.00	3	[redacted] A	
E-0177108	30N - 113W	28	SE¼	160.00	4½	A	
		34	SE¼, N½SW¼, SE¼SW¼	280.00	4½	A	
		28	NE¼	160.00	6	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-026176B	30N - 113W	32	NE¼NE¼	40.00	6	A	
E-022769	29N - 113W	3	N½	287.42	5	A	
		3	SW¼, S½SE¼, NW¼SE¼	280.00	6½ below 2500'	A	3% ORR Subject to GPR @ 6¢ per MCF
					8-3/4 to 2500'	A	6½% ORR subject to GPR @ 3.2¢ per MCF
		4	NE¼	143.31	4½	A	
		4	E½NW¼, NE¼SW¼	113.30	6	A	
		4	N½SE¼	80.00	3	A	
	30N - 113W	33	E½	320.00	4½	A	
		33	E½W½	160.00	6	A	
W-031992	29N - 113W	22	E½NE¼	80.00	5½ to 2500'	A	47½% in Kmv Reservoir, 100% in all other zones
					3 below 2500'	A	47½% in Kmv Reservoir, 100% in all other zones
		22	W½NE¼	80.00	5½ to 2500'	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-031992 (Cont.)	29N - 113W	22	W½NE¼		3 Below 2500'	A	
		22	NE¼SE¼	40.00	3	A	7½% in Kmv Reservoir, 100% in all other zones
		22	NW¼SE¼, S½SE¼	120.00	3	A	
		26	N½N½	160.00	3-3/4	A	7½% in Kmv Reservoir, 100% in all other zones
		27	N½NE¼	80.00	3	A	
Clifton Fear	29N - 113W	9	E½SW¼, SE¼				Entire lease subject to landowner royalty of 10%
		10	S½NW¼, SW¼, S½SE¼				
		15	N½N½	640.00	0	A	
E-022769A	29N - 113W	1	W½				
		2	Lots 1,2,3,4, S½NW¼, S½, S½NE¼	889.17	8-3/4 to 2500'	A	6⅔% ORR subject to ORR @ 3.2¢ per MCF
					5⅓ Below 2500'	A	3⅓% ORR subject to ORR @ 6¢ per MCF
Enger K. Chrisman et al	29N - 113W	11	E½SW¼, SE¼				Entire lease subject to landowners royalty of 16%
		12	NW¼SW¼, S½S½				
		13	N½N½, SE¼NE¼, SE¼				
		14	N½NE¼				
	29N - 112W	18	Lots 1,2, E½NW¼	986.01	7	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Enger K. Chrisman et al (Cont.)	29N - 113W	13 24	$SE\frac{1}{4}SW\frac{1}{4}$ $N\frac{1}{2}NE\frac{1}{4}$	120.00	7	A	Entire Lease subject to landowners royalty of 10%
							47½% in Kmv Reservoir, 100% in all other zones
William J. & Mamie McGinnis	28N - 113W	Tr. 45 Tr. 47	$N\frac{1}{2}SE\frac{1}{4}$-Sec. 23; $N\frac{1}{2}SW\frac{1}{4}$-Sec. 24 $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$-Sec. 24	320.00	12½	A	
U-0231771	29N - 113W	25	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3-3/4	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
U-02683	29N - 113W	25	$S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$	320.00	3-3/4	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
U-0125390	29N - 112W	30	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		31	$E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$	969.04	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		31	Lots 1,2,3,4	48.16	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
U-026216	29N - 112W	32	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
U-0231769	29N - 112W	32	$W\frac{1}{2}NW\frac{1}{4}$	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	& ORR	Subject to Prod. Payment	Remarks
W-0136177	30N - 113W	22	$S\frac{1}{2}$	320.00	6	A	
WS 0-10799	29N - 113W	1	Lot 1				
	30N - 113W	36	All	679.39	5	A	
W-05283	28N - 113W	4	$SW\frac{1}{4}SE\frac{1}{4}$	40.00	6	A	
		4	Lots 5, 6, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	272.53	6	A	$47\frac{1}{2}\%$ in Kmv Reservoir, 100% in all other zones
E-023340	28N - 112W	5	All				CBU#4 Well on this lease
		6	Lots 1, 3 thru 18 incl., $E\frac{1}{2}SW\frac{1}{4}$ $SE\frac{1}{4}$				
		7	$N\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		7	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}$				50% to Base of Almy Formation 100% in all other zones
		8	$NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$	2559.34	3	A	
E-024528	28N - 112W	28	$W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $E\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$				CBU#6 Well on this lease
		29	All				
		30	Lots 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		31	Lots 1, 2, 3, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		32	$W\frac{1}{2}NW\frac{1}{4}$	2472.98	3	A	
W-0125387	28N - 112W	30	Lot 1	33.83	3	A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-04629	28N - 113W	10	E½	320.00	3	A	CBU #22 Well on this lease
E-024756	28N - 113W	23	Lots 5,6,7				
		24	Lots 5,6,7,8, Tr. 46A & 46B				CBU #13 Well on this lease
		25	All	929.41	6	A	
E-024469	28N - 112W	17	N½N½, E½SE¼, SE¼SW¼, SW¼SE¼				CBU #12 Well on this lease
		18	Lots 1,2,3, E½NW¼, NE¼SW¼,				
		19	E½SW¼, SE¼, S½NE¼, NE¼NE¼				
		20	All				
		21	All	2196.04	3	A	
W-025385	28N - 112W	19	Lots 3, 4	69.93	3	A	
W-07828	28N - 113W	3	Lots 7, 8, S½NW¼, SW¼	314.37	3	A	47½% in Kmv Reservoir, 100% in all other zones
Charles P. & Francis M. Noble	29N - 113W	11	NE¼, E½NW¼				
		12	W½NW¼	320.00	0	A	
W-04226	30N - 113W	28	SW¼, SW¼NW¼, E½NW¼	280.00	6	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0125389	29N - 112W	19	Lots 3,4, E½SW¼, SW¼SE¼	144.66	3	A	47½% in "F" Sand Reservoir, 100% in all other zones
		19	Lot 2, SE¼SE¼, N½SE¼, SE¼NW¼, S½NE¼, NE¼NE¼	292.93	3	A	
E-026115	29N - 112W	20	N½NW¼	40.00	3	A	
E-023554	28N - 113W	26	Lot 1, SE¼NW¼, E½SW¼, E½	475.90	1	A	Operating rights down to the base of the Muddy Formation
E-024792	28N - 113W	34	Lot 2	44.96	5	A	Operating rights down to the base of the Muddy Formation
W-02985	28N - 113W	35	Lots 1,2,3,4,5,6,7, W½NE¼, N½NW¼, SW¼NW¼, N½SW¼, NW¼SE¼	545.49	5	A	Operating rights down to the base of the Muddy Formation
W-02985A	28N - 113W	35	SE¼NW¼	40.00	5	A	Operating rights down to the base of the Muddy Formation
W-08056	28N - 113W	34	E½NW¼, NE¼SW¼, NW¼NE¼	160.00	5	A	Operating rights down to the base of the Muddy Formation
W-046892	28N - 113W	34	E½NE¼, SW¼NE¼, N½SE¼, Lots 3, 4	288.79	5	A	Operating rights down to the base of the Muddy Formation

Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-022929	27N - 112W	33	NE¼, S½				75% below the base of the Mesaverde Formation
		34	All				
		35	All	1760.00	2	A	62.5% above the base of the Mesaverde Formation
E-022931A	27N - 112W	28	All				
		29	E½SE¼				75% below the base of the Mesaverde Formation
		32	E½E½				
	26N - 112W	5	Lot 1, SE¼NE¼, E½SE¼				62.5% above the base of the Mesaverde Formation
		8	E½NE¼, E½SE¼	1196.87	2	A	
E-022932	26N - 112W	2	All				75% below the base of the Mesaverde Formation
		3	All				
		4	All				62.5% above the base of the Mesaverde Formation
		9	All				
		11	NW¼NW¼	2572.04	2	A	
E-023229A	27N - 112W	21	Lots 9, 10, 11, SW¼SW¼	139.14	3	A	
E-023229	27N - 112W	21	SE¼SW¼	40.00	2½	A	
E-025548	27N - 112W	26	All				
		27	E½	960.00	4.007	A	50% working interest
E-025550	27N - 112W	27	W½	320.00	4.007	A	50% working interest

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-026056	26N - 112W	11 14	NE¼, NE¼NW¼, S½NW¼, S½ All	1240.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
WS 0-2265	26N - 112W	16	Lots 1,2,3,4,5,6,7, E½, W½SW¼, NE¼NW¼	601.03	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
WS 0-5481	26N - 112W	16	All of Green River Bed in Section 16	38.97	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022234	28N - 113W	16 17 20 29	Lots 1,2,3,4,5,6,7 NW¼NE¼ Lots 2,3,4,5, S½NW¼ E½, E½W½	793.08	1¼	A	Shallow rights only**
E-020363	28N - 113W	17 21 28 31 32	Lots 1,3,4,5,6, SW¼NE¼, NW¼SE¼ Lots 1-8 incl., Tr. 43a, Tr. 43c, Tr. 43d, S½NE¼, N½SE¼, SE¼SE¼ All (Lots 1-11 incl., S½SE¼, Tr. 50) Lots 7, 8 Lots 2,5, Tr. 53	1339.03 203.79	1¼ 7½	A A	Shallow rights only** Shallow rights only**

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-022261	28N - 113W	19	Lot 5, $N\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		31	$E\frac{1}{2}NE\frac{1}{4}$				
		32	Lot 1, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$	563.20	$1\frac{1}{4}$	A	Shallow rights only**
E-021353	28N - 113W	20	Lots 6,7,8, $SW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, Tr. 43b	290.27	$2\frac{1}{2}$	A	Shallow rights only**
E-07538	28N - 113W	32	$NE\frac{1}{4}$				
		33	$N\frac{1}{2}NW\frac{1}{4}$	240.00	9	A	Shallow rights only**
	27N - 113W	5	Lots 3,4, $S\frac{1}{2}NW\frac{1}{4}$	159.08	3	A	Shallow rights only**
	28N - 113W	32	Lot 6, $NE\frac{1}{4}SE\frac{1}{4}$				
		33	$S\frac{1}{2}NW\frac{1}{4}$	167.69	9	A	Shallow rights only**
	27N - 113W	5	Lot 2	39.67	9	A	Shallow rights only**
E-07538	28N - 113W	32	Lot 6, $NE\frac{1}{4}SE\frac{1}{4}$				
		33	$S\frac{1}{2}NW\frac{1}{4}$	167.69	3	A	Deep rights only***
	27N - 113W	5	Lot 1, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	199.78	9 on shallow 3 on Deep	A	Full rights
		5	$S\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$	240.00	3	A	Deep rights only***
William J. McGinnis et al	28N - 113W	17	Trs. 38, 40 (also described as $NE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$)	80.00	$\frac{1}{2}$	A	Shallow rights only**

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Mary J. Haddonham	28N - 113W	17	Tr. 39 (also described as $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$)	120.00	2.1125	A	Shallow rights only##
Ruth A. DeGraw, now Ruth A. Chamerlain	28N - 113W	20 & 21	Tr. 41 (also described as $E\frac{1}{2}NE\frac{1}{4}$, Sec. 20; and $W\frac{1}{2}NW\frac{1}{4}$, Sec. 21)	160.00	0	A	Shallow rights only##
William J. McGinnis et al	28N - 113W	21	Tr. 42	40.00	0	A	Shallow rights only##
E-022209	28N - 113W	33	Lots 1,2,3, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	300.50	6	A	Shallow rights only##
		33	Lot 4, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	371.11	0	A	Shallow rights only##
		33	Lots 1,2,3,4, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	671.61	0	A	Deep rights only###
Myron Edgar Mills & Lilly A. Mills	28N - 113W	22 & 23	Tr. 44 (also described as $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 22; and $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Sec. 23)	160.00	0	A	
E-07671A	27N - 113W	8	$SE\frac{1}{4}$	160.00	$2\frac{1}{2}$	A	Deep rights only###
E-07671B	27N - 113W	8	$N\frac{1}{2}$, $SW\frac{1}{4}$	480.00	$3\frac{1}{2}$	A	Deep rights only###

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-09561A	27N - 113W	17	NE¼, E½NW¼	240.00	3.22	A	Deep rights only***
		17	NE¼SW¼				
		20	NE¼	200.00	1.72	A	Deep rights only***
		17	SE¼	160.00	2.29	A	Deep rights only***
E-021978	27N - 113W	4	SW¼SW¼,				
		9	NW¼, E½SW¼, W½SE¼	360.00	3*	A	Deep rights only***
E-026191	27N - 113W	4	Lot 4, S½NW¼, W½SE¼, E½SW¼, NW¼SW¼	319.85	9 on shallow 3 on deep	A	Full rights
		9	W½NE¼	80.00	3	A	Deep rights only***
E-07555	27N - 113W	9	W½SW¼	80.00	3*	A	Deep rights only***
E-010270B	27N - 113W	21	N½N½	160.00	2.88*	A	Deep rights only***
NS 0-847	27N - 113W	26	All	640.00	2½	A	Deep rights only***
NS 0-1114	27N - 113W	36	All	640.00	0	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-020123	27N - 112W	6 8 17 20	Lots 1,2,3,4,5,6,7, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$ $W\frac{1}{2}$ $W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$ $NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Lot 6	1520.60	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-020123A	27N - 112W	4 5 8 9 17 20	$SW\frac{1}{4}SW\frac{1}{4}$ Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ $W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$ $SW\frac{1}{4}SW\frac{1}{4}$ $SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$ $W\frac{1}{2}NE\frac{1}{4}$	929.78	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025407	27N - 112W	30	Lots 3,4,7,8, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}$	302.50	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025407A	27N - 112W	31	Lots 1,2,5,6,7,8,11,12, $NW\frac{1}{4}NE\frac{1}{4}$	153.52	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025410	27N - 112W	30	Lots 1,2,5,6, $E\frac{1}{2}W\frac{1}{2}$	259.08	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	26N - 113W	2	Lot 1	34.16	3	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-025410A	27N - 112W	31	Lots 3,4,9,10, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$	373.91	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
E-025440	27N - 112W	7 18	$E\frac{1}{2}$ $E\frac{1}{2}$	640.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
E-025440A	27N - 112W	19	$E\frac{1}{2}$	320.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-039910	27N - 112W	4 5	Lot 2 Lot 3,	79.38	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-039913	28N - 112W	33	$N\frac{1}{2}$, $SE\frac{1}{4}$	480.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-042501	27N - 112W	4	$NW\frac{1}{4}SW\frac{1}{4}$	40.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-05751	27N - 112W	7 18	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$ Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$	553.65	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-057514	27N - 112W	19	Lots 1,2,3,4, E½W½	263.89	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-059504	27N - 112W	30	That portion of the bed of the Green River that is riparian to Lots 3,4, 7,8	17.50	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-059584A	27N - 112W	31	That portion of the bed of the Green River that is riparian to Lots 1,2, 5,6,7,8,11, 12	46.48	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
MS 0-11142	28N - 113W	36	N½, SE¼, E½SW¼ (part of Resurvey Tr. 54)	629.00	0	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
MS 0-20810	28N - 113W	36	W½SW¼ (part of Resurvey Tr. 54)	90.00	20	A	100% working interest
E-022929A	27N - 112W	33	NW¼	160.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022930A	26N - 112W	10 15	All All	1280.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
W-036663	29N - 112W	17	E½, E½W½, S½NW¼	520.00	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-0125392	29N - 112W	18	W½SE¼, E½SW¼, SE¼NE¼, Lots 3, 4				
		19	Lot 1, NE¼NW¼, NW¼NE¼	318.44	3	A	
Beneficial Oil Co.	27N - 112W	20	Lots 1,2,5, NE¼NE¼, NW¼SE¼				
		21	Lots 2,3,4,5,6, NW¼NW¼	316.18	9	A	50% working interest
E-021743	26N - 113W	4	SE¼, NW¼SW¼, Lots 1-12 incl.				
	27N - 113W	28	SE¼SW¼, SW¼SE¼				
		29	SE¼NE¼				
		32	W½SE¼, N½NE¼, SW¼NE¼				
		33	NW¼NE¼, S½NE¼, SE¼, NW¼	1433.84	5	A	
E-021743	27N - 113W	33	N½SW¼	80.00	5	A	
John E. & Mary Marx	26N - 112W	6	E½SW¼, Lot 10				
		7	Lot 1, NE¼NW¼	158.90	5	A, Z	
Augusta B. Marx Cyril & Dorise Housley	26N - 112W	7	Lots 2,4, SE¼NW¼, NE¼SW¼, NW¼SE¼	159.60	5	A, Z	
State Highway Commission	26N - 112W	6	A portion of State Highway 189	108.14	5	A, Z	
Guy & Dorothy L. Decker	26N - 112W	6	A portion of SE¼	5.007	5	A, Z	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
A. L. Mohaffey	26N - 112W	6	A portion of the $SW\frac{1}{4}SE\frac{1}{4}$,	2.00 20.97	5 5	A, Z A, Z	50% working interest
Patrick J. Quealy Joseph A. & Bessie B. Minton	27N - 113W	28	$SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$	120.00	$2\frac{1}{2}$	A	Deep rights only***
Bank of Paullina Joseph A. & Bessie B. Minton	27N - 113W	28	$NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$	160.00	$5\frac{1}{2}$	A	Deep rights only***
George E. & Marie C. Yeaman	26N - 112W	7	$W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, Lot 3	160.08	0	A	
William J. & Mamie McGinnis	26N - 112W	7	$E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$				
Bank of Paullina		17	Lots 2,3,4, $W\frac{1}{2}$, $SE\frac{1}{4}$				
Newt Sims		18	$E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, Lot 4				
		19	Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$				
		20	$N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$				
		21	$W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	2243.93	5	A, Z	
Newt Sims	26N - 112W	21	Lots 2,3,6	75.83	5	A, Z	
W-059585	27N - 112W	9	Lots 2,3				
		20	Lots 3,4	42.04	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-021954	27N - 111W	15 22	$S\frac{1}{2}$ $NE\frac{1}{4}NW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$	400.00	5	A	50% working interest
Babe & Esther Probasco	26N - 112W	6	A portion of the $SW\frac{1}{4}SE\frac{1}{4}$	18.00	5	A, Z	50% working interest
Lincoln County Town of LaBarge	26N - 112W	6	Lots, Street & Alleys in the town of LaBarge	18.02	5	A, Z,	
Howard A. Mahaffey	26N - 112W	6	A portion of the $SW\frac{1}{4}$	1.00	5	A, Z	50% working interest
W-053452	27N - 112W	4 5	Lots 3,4, $S\frac{1}{2}NW\frac{1}{4}$ Lot 2, $S\frac{1}{2}NE\frac{1}{4}$				
	28N - 112W	33	$SW\frac{1}{4}$	438.93	$2\frac{1}{4}$	A	
W-05749	27N - 112W	10 11 12 13	Lot 1, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$ $N\frac{1}{2}$ $S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$ $E\frac{1}{2}$	1104.26	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-039910A	27N - 112W	1 2 3 12	$S\frac{1}{2}$ Lot 8, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Lots 1,6,7,10,11 $N\frac{1}{2}W\frac{1}{4}$	912.90	5	A	
W-066702	27N - 112W	10	Lots 4,5	57.81	3	A	
W-048781	27N - 113W	35	$E\frac{1}{2}$	320.00	.875 20.875	A	50% to top of the Hilliard Formation 100% to top of the Nugget Formation
WS 0-22646	26N - 113W	1	All of original Section (Pt. Resruvey Lot 37)	656.71	22½	A	100% below top of the Hilliard Formation
W-048780	27N - 113W	4	Lots 2,3, $SW\frac{1}{4}NE\frac{1}{4}$	120.10	20.875 on deep 26.875 on shallow	A	Full operating rights
E-022935	26N - 112W	5	Lots 5,6	23.55	0	A	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
E-022931	26N - 112W 27N - 112W	5 8 29	Lots 4,7,10,11,13, $SW\frac{1}{4}SE\frac{1}{4}$ Lots 1,2,4,5,6,7,11, $W\frac{1}{2}NE\frac{1}{4}$ Lots 2,3,4,5,8,9,10,11,12	608.78	1*	A	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
F-023313	26N - 112W	6	SW¼NE¼	40.00	13-3/4	A	100% Bear River & Frontier Formations only
F-0233130	26N - 112W	6	SE¼NW¼	40.00	13-3/4	A	100% Bear River & Frontier Formations only
W-052064	26N - 112W	7	Lot 5	76.09	13-3/4	A	100% Bear River & Frontier Formations only
W-052065	26N - 112W	6	Lots 1,2,3,4,5,6,7,9	209.85	13-3/4	A	100% Bear River & Frontier Formations only
W-052066	26N - 112W	19 28 30	Lot 4 SW¼, SW¼NW¼ Lots 1,2,3,4, E½W½, E½ (All)	764.29	13-3/4	A	100% Bear River & Frontier Formations only
W-066369	26N - 113W	15	S½	320.00	5	A	
W-066370	26N - 113W	22	NW¼NE¼, N½NW¼, SW¼NW¼, NW¼SW¼	200.00	5	A	
W-033951	26N - 113W	10 15	S½NE¼ S½N½	240.00	21/2	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
WS 0-11134	26N - 113W	12	All	657.64	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-11136	26N - 113W	24	$N\frac{1}{2}N\frac{1}{2}$ (Lot 38), $NW\frac{1}{4}SW\frac{1}{4}$ (Lot 40)	203.74	0	A	" "
WS 0-11137	26N - 113W	24	$S\frac{1}{2}N\frac{1}{2}$	163.05	0	A	" "
WS 0-11135	26N - 113W	13	All	665.84	0	A	" "
W-024793	26N - 113W	14 22 23 26	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$ $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ Lots 1,2,3,4, $N\frac{1}{2}NW\frac{1}{4}$ Lots 1,2,3,4	598.70	4	A	" "
W-036054	27N - 113W	27	$NW\frac{1}{4}NE\frac{1}{4}$	40.00	4	A	" "
W-02275	26N - 113W	22	$NE\frac{1}{4}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$	160.00	5	A	" "

Lease Number	Twn. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-052067	26N - 112W	17	All of the bed of the Green River lying Sec. 17 of said Township, between the mean high marks thereof, excepting that portion of said riverbed which lies riparian to privately owned lands patented without reservation of Oil and Gas to the USA	10.41	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
E-07798E	26N - 113W	2	Lot 4				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		10	$SE\frac{1}{4}$				
		11	Lots 1,2,3,4, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		14	Lots 1,2, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		15	$N\frac{1}{2}N\frac{1}{2}$	1270.64	3	A	
George D. & Verna C. Eubank	26N - 112W	19	$SE\frac{1}{4}SW\frac{1}{4}$				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation This lease covers 1/4 mineral interest only 50% above the base of the Mesaverde Formation 100% below the base of the Mesaverde Formation
		20	$S\frac{1}{2}S\frac{1}{2}$				
		29	$N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}$	720.00	20 reducible	A	
U-050961	26N - 112W	6	Lands covering all of the bed of the Green River riparian to Lot 6 between the Mean high water marks thereof excepting that portion of said river bed which lies riparian to Lot 7 of Sec. 6. Said lands being only that (cont. on the following page)				

Lands Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-050961 (cont.)			portion of the bed of the Green River appurtenant to Lot 6, T26N-R112W	1,075	0	A	
U-01959	26N - 112W	6	That portion of the bed of the Green River riparian to Lot 7	4.53	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
E-02454A	26N - 112W	5	That part of the Green River riparian to Lots 4,5,6,7,10, 11,13				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		8	That part of the Green River riparian to Lots 1,2,4,5,6, 7,11	93.00	3	A	
Athol L. & Nellie Mae Stotts Kenneth Bartlett Mary Maxine Delaney et al Florence Vic[illegible]ey et al	27N - 112W	29	Lots 1,6, S½NE¼	164.44	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
William J. & Mardo McGinnis	26N - 112W	8	Lots 8,9,10, SW¼SW¼	225.82	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
W-039163	27N - 112W	29	That portion of the bed of the Green River that is riparian to Lots 2,3, 4,5,8,9,10,11,12	119.89	3	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
Selmer C. Larson	26N - 112W	8	Lots 8,9,10, SW¼SW¼	125.82	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
M-035077	28N - 112W	32	$E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}$	520.00	2½	A	
William J. & Mamie McGinnies	28N - 112W	17	$S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$				
		18	Lot 4; $SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$				
		19	$NW\frac{1}{4}NE\frac{1}{4}$	597.02	0	A	
E-024354	29N - 112W	33	$SE\frac{1}{4}$, $E\frac{1}{2}NE\frac{1}{4}$				
		34	All	880.00	3	A	
E-024355	29N - 112W	32	$E\frac{1}{2}$				
		33	$W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$	720.00	3	A	100% in all zones
		32	$E\frac{1}{2}W\frac{1}{2}$	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
E-024470	29N - 112W	29	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		27	All				
		28	All				
		29	$E\frac{1}{2}$, $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$	1840.00	3	A	100% in all zones

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E - 026175	28N - 112W	4	All	1821.20	3	A	
		8	E/2, E/2SW/4				
		9	All				
McGinnis, A, et al	28N - 112W	19	Lot 2, SE/4NW/4	75.97	0	A	
W -020778	28N - 114W	27	SE/4	640.00	2.5	A	
		35	E/2, NW/4				
W - 05689	27N - 114W	2	All	2480.44	1	A	25% Working Interest
		3	Lots 1,2,3,4, S/2N/2, N/2S/2				
		4	Lots 1,2,3,4, S/2N/2				
	28N - 114W	33	N/2SE/4, S/2S/2				
		34	All				
		35	SW/4				
W - 05690	27N - 114W	10	N/2, N/2 SW/4, SE/4 SW/4, SE/4	2320.00	1	A	25% Working Interest
		11	All				
		12	W/2NW/4, NW/4SW/4				
		14	All				
		15	N/2				

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W - 05691	27N - 114W	3	S/2S/2	1253.83	1	A	25% Working Interest
		4	S/2				
		5	Lots 5,6,13,14,15,16, 23,24				
		9	$E\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $NW\frac{1}{4}$				
		10	$SW\frac{1}{4}SW\frac{1}{4}$				
Bertagnolli, H., Et Vir	27N - 114W	1	Lots 1,2,3,4, S/2 N/2	321.00	0	A	50% Working Interest
E - 09156B	26N - 113W	5	$E\frac{1}{2}SE\frac{1}{4}$	400.00	10.25	A	100% Working Interest
		8	$NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$				
		9	$NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$				
WS 63-11625	26N - 113W	16	All	640.00	10% of 8/8	A	100% Working Interest
W - 0322521	26N - 113W	9	$SE\frac{1}{4}SW\frac{1}{4}$	40.00	0	A	100% Working Interest

Affidavit

STATE OF NEW YORK)

:ss.

COUNTY OF NEW YORK)

238501

RECORDED September 4 1992 8:40AM
IN BOOK 89 MT&L PAGE 301
FEES $ 14.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Nissen

I, Edmung P. Rogers III, being first duly sworn, do state under oath as follows:

1. I am over twenty-one (21) years of age and have personal knowledge of the matters testified to herein;

2. I am the Managing Director of Morgan Guaranty Trust Company of New York;

3. As Managing Director, I am authorized to execute this Affidavit on behalf of Morgan Guaranty Trust Company of New York;

4. Bright Star Foundation, Inc. conveyed to John R. Fell, Jr., Trustee, and Morgan Guaranty Trust Company of New York a production payment by a Deed of Trust, Mortgage and Assignment dated October 8, 1963 and recorded October 12, 1960 in Book 16 Mortgages, Page 576 in the Sublette County, Wyoming records and recorded October 18, 1963 in Book 63PR, Page 87 in the Lincoln County, Wyoming records;

5. Morgan Guaranty Trust Company executed a Release, Reassignment and Discharge of Deed of Trust, Mortgage and Assignment Dated October 8, 1963 From Bright Star Foundation, Inc. to John R. Fell, Jr., Trustee, John W. Lowe, Trustee and Morgan Guaranty Trust Company ("Release") dated June 8, 1971 and recorded June 21, 1971 in Book 47 Oil & Gas, Page 68 in the Sublette County, Wyoming records and recorded July 15, 1971 in Book 94PR, Page 526 in the Lincoln County, Wyoming records.

6. The Release was executed on behalf of Morgan Guaranty Trust Company of New York and Morgan Guaranty Trust Company of New York and Morgan Guaranty Trust Company are the same entity.

7. Morgan Guaranty Trust Company of New York is filing this Affidavit to reflect the release of all claims or liens created by the Deed of Trust, Mortgage and

Assignment more fully described in Paragraph 4 herein and covering the lands described in Exhibit "A" attached and by this reference incorporated herein.

Further Affiant sayeth not.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

By: _____

Its: Managing Director

STATE OF NEW YORK)

:ss.

COUNTY OF NEW YORK)

On the 26th day of August, 1992, personally came Edmund P. Rogers III to me known, who, being by me duly sworn, did depose and say that he resides in Far Hills, New Jersey; that he is the Managing Director of Morgan Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____

Notary Public

Residing at: 221-02 114th Road
Cambria Heights, NY 11411

MARION I. PEARSON
Notary Public, State of New York
No. 41-4964033
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 19, 19 94

My Commission Expires:

_____

Notary Public

302

99

303

EXHIBIT "A"

LEASES IN SUBLETTE AND LINCOLN COUNTIES, WYOMING, IN WHICH BELCO PETROLEUM CORPORATION IS THE WORKING INTEREST OWNER; SAID INTEREST BEING SUBJECT TO PROPORTIONATE PART OF OVERRIDING ROYALTIES AND PRODUCTION PAYMENTS AS INDICATED

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-06206	30N - 113W	9	All	1280.00	6	A	
		15	All	320.00	5½	A	
		21	N½				
W-0136178	30N - 113W	21	S½	320.00	5½	A	
W-0136175	30N - 113W	26	SW¼	160.00	7½ to 2500'	M&J; A	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	M&J; A	4% ORR subject to GPR @ 6¢ per MCF
		27	S½	320.00	7½ to 2500'	A; M&J	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	M&J; A	4% ORR subject to GPR @ 6¢ per MCF
		27	N½	320.00	7	A	
		34	NW¼	160.00	7½ to 2500'	M&J; A	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	M&J; A	4% ORR subject to GPR @ 6¢ per MCF

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0136175 (cont.)		34	NE¼	160.00	13½ to 2500'	M&J; A	12½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	M&J; A	4% ORR subject to GPR @ 6¢ per MCF
E-022951	30N - 113W	26	N½	320.00	7	A	
E-013494	29N - 113W	14	S½NW¼, S½	480.00	6	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
		15	S½NW¼, S½	800.00	6	M&J; A	
		23	E½			M&J; A	
E-025930	29N - 113W	13	SW¼SW¼, NW¼SW¼	400.00	3	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
		23	W½				
		13	S½NW¼, SW¼NE¼, NE¼SW¼	160.00	3	M&J; A	
W-01332	29N - 113W	26	SE¼SE¼	40.00	3	M&J; A	47½% in Kmv Reservoir and "pu" Sand Reservoir, 100% in all other zones
		26	N½S½, S½SW¼, SW¼SE¼, S½NE¼	440.00	3	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
		27	S½NE¼, E½SE¼, SE¼NW¼	200.00	3	M&J; A	CBU #7 Well on this lease

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-011051	28N - 113W	2	Lots 7, 8	77.33	3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0231772	28N - 113W	2	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$		3	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		3	Lots 5,6, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		2	$SW\frac{1}{4}SW\frac{1}{4}$		3	A	47½% in Kmv Reservoir, 100% in all other zones
		3	$S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$				
		2	$SE\frac{1}{4}SW\frac{1}{4}$	556.07	3	A	
W-011052	28N - 113W	1	Lots 7, 8	79.89	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231773	28N - 113W	1	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		1	$S\frac{1}{2}SW\frac{1}{4}$	80.00	3	A	
W-0125391	28N - 113W	2	Lots 5, 6	78.15	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231774	28N - 113W	2	$S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	160.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		2	$S\frac{1}{2}SE\frac{1}{4}$	80.00	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-025991	29N - 113W	34	All	640.00	6	A	Operating Rights down to 1500' above the Frontier Formation
W-04731	28N - 113W	5	Lots 5,6,7,8, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	419.86	6	A	Operating Rights down to 1500' above the Frontier Formation
W-0125388	28N - 113W	23 24	Lots 1,2,3, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$ Lots 3, 4	341.29	3	A	
E-024756A	28N - 113W	24	Lots 1, 2	88.41	3	A	
W-01764	30N - 113W	35	$W\frac{1}{2}$	320.00	5	A; M&J	
E-021983	29N - 113W	14	$NW\frac{1}{4}NW\frac{1}{4}$	40.00	5	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
W-0231770	29N - 113W	22 24 27	$W\frac{1}{2}$ $S\frac{1}{2}NE\frac{1}{4}$ $NE\frac{1}{4}NW\frac{1}{4}$	440.00	3	M&J; A	
		24	$NW\frac{1}{4}$	160.00	3	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
W-0189	29N - 113W	25	$N\frac{1}{2}NE\frac{1}{4}$	80.00	3.75	M&J; A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0231770	29N - 113W	24	$SW\frac{1}{4}SE\frac{1}{4}$		3-3/4	M&J; A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		24 25	$SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ $N\frac{1}{2}NW\frac{1}{4}$		3-3/4	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
		24	$SE\frac{1}{4}SE\frac{1}{4}$		3-3/4	M&J; A	47½% in "P" Sand Reservoir, 100% in all other zones
		24	$NE\frac{1}{4}SE\frac{1}{4}$	400.00	3-3/4	M&J; A	
E-022756	28N - 113W	14	$W\frac{1}{2}$	320.00	3	A	CBU #5 Well on this lease
W-014074	29N - 113W	35	$N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$		6	A	47½% in Kmv Reservoir, 100% in all other zones
		35	$SW\frac{1}{4}NW\frac{1}{4}$	160.00	6	A	
E-021767	29N - 113W	35	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$		4.375	A	47½% in Kmv Reservoir, 100% in all other zones
		35	$W\frac{1}{2}SW\frac{1}{4}$	320.00	4.375	A	
W-04732	28N - 113W	4	Lots 7,8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	312.03	6	A	
WS 0-2843	28N - 113W	16	All (Resurvey Tract 37)	640.00	5	A	Operating Rights down to 1500' above the Frontier Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject Prod. Payment	Remarks
Charles P. Budd	29N - 113W	10	N½NE¼, SW¼NE¼	120.00	12½	M&J; A	Operating Rights to 2500' 12½% ORR subject to GPR @ 3.2¢ per MCF
Enger K. Chrisman	29N - 113W	10	SE¼NE¼, NW¼SE¼	80.00	6¼	M&J; A	
Chrisman Estate	29N - 113W	10 11	E½SE¼ W½SW¼	160.00	6¼	M&J; A	
Charles P. & Francis M. Noble	29N - 113W	11	W½NW¼	80.00	6¼	M&J; A	
W-0125384	28N - 113W	11 13 14	E½ SW¼ E½	800.00	3	A	CBU #10 Well on this lease
E-024241	28N - 113W	1	Lot 6, SW¼NE¼, NW¼SE¼		3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		1	Lots 5,9,10,11, SW¼NE¼, W½SE¼				
		12	Lots 1,2,3,4, W½E½, W½ (All)				
		13	Lots 1,2,3,4, W½E½, NW¼	1330.52	3	A	
E-023584	28N - 113W	23	Lot 4, W½NW¼	107.24	3	A	
E-022285	28N - 113W	9	All	640.00	5	A	Operating Rights down to 1500' above the Frontier Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-024931A	29N - 113W	25	$SE\frac{1}{4}NW\frac{1}{4}$		$1\frac{1}{2}$	A	$47\frac{1}{2}$% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		25	$SW\frac{1}{4}NW\frac{1}{4}$	80.00	$1\frac{1}{2}$	A	$47\frac{1}{2}$% in Kmv Reservoir, 100% in all other zones
E-017710A	30N - 113W	34	$SW\frac{1}{4}SW\frac{1}{4}$	40.00	$2\frac{1}{2}$	A	Superior Oil Co. has operating rights below 1500' above the Frontier Formation
James F. Mickelson et al	29N - 113W	6	Lots 5,6,7, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$				
		7	Lots 1,2, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		4	$SE\frac{1}{4}SW\frac{1}{4}$				
	29N - 111W	1	Lots 5,6,7; $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		12	$NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	1240.00	6	A	
Arthur C. Homer	29N - 112W	7	Lots 1,2,3,4, $N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$				
	29N - 113W	12	$NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	612.72	0	A	
E-022755	28N - 113W	11	$W\frac{1}{2}$	320.00	3	A	
E-017710B	30N - 113W	28	$SE\frac{1}{4}$	160.00	$4\frac{1}{4}$	A	
		34	$SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$		$4\frac{1}{4}$	A	
		28	$NE\frac{1}{4}$	600.00	6	A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-026176B	30N - 113W	32	NE¼NE¼	40.00	6	A	
James F. Mickelson et al	29N - 113W	4	W½SW¼				
		5	Lot 2, SW¼NE¼, SE¼, Lot 3, SW¼, S½NW¼				
		8	N½NE¼, SE¼NE¼, NW¼, S½				
		9	NW¼, W½SW¼				
		17	NW¼NE¼, E½NW¼	1552.10	6	A	
E-022769	29N - 113W	3	N½	287.42	5	A	
		3	SW¼, S½SE¼, NW¼SE¼	280.00	6½ below 2500'	A	3% ORR Subject to GPR @ 6¢ per MCF
					8-3/4 to 2500'	M&J; A	6½% ORR subject to GPR @ 3.2¢ per MCF
		4	NE¼	143.31	4½	A	
		4	E½NW¼, NE¼SW¼	113.30	6	A	
		4	N½SE¼	80.00	3	A	
	30N - 113W	33	E½	320.00	4½	A	
		33	E½W½	160.00	6	A	
W-031992	29N - 113W	22	E½NE¼	80.00	5½ to 2500'	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
					3 below 2500'	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
		22	W½NE¼	80.00	5½ to 2500'	M&J; A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-031992 (Cont.)	29N - 113W	22	W½NE¼		3 Below 2500'	M&J; A	
		22	NE¼SE¼	40.00	3	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
		22	NW¼SE¼, S½SE¼	120.00	3	M&J; A	
		26	N½N½	160.00	3-3/4	M&J; A	47½% in Kmv Reservoir, 100% in all other zones
		27	N½NE¼	80.00	3	M&J; A	
Clifton Fear	29N - 113W	9 10 15	E½SW¼, SE¼ SW¼NW¼, SW¼, SW¼SE¼ N½N½	640.00	0	A	Entire lease subject to landowner royalty of 10%
E-022769A	29N - 113W	1 2	W½ Lots 1,2,3,4, SE¼NW¼, S½, S½NE¼	889.17	8-3/4 to 2500'	MEJ; A	6¼% ORR subject to GPR @ 3.2¢ per MCF
					5½ below 2500'	A	3% ORR subject to GPR @ 6¢ per MCF
Enger K. Chrisman et al	29N - 113W	11 12 13 14	E½SW¼, SE¼ NW¼SW¼, S½S½ N½N½, SE¼NE¼, SE¼ N½NE¼				Entire lease subject to landowners royalty of 18%
	29N - 112W	18	Lots 1,2, E½NW¼	986.01	7	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Enger K. Chrisman et al (Cont.)	29N - 113W	13 24	$SE\frac{1}{4}SW\frac{1}{4}$ $N\frac{1}{2}NE\frac{1}{4}$	120.00	?	A	Entire Lease subject to landowners royalty of 18% 47½% in Kmv Reservoir, 100% in all other zones
William J. & Mamie McGinnis	28N - 113W	Tr. 45 Tr. 47	$N\frac{1}{2}SE\frac{1}{4}$ Sec. 23; $N\frac{1}{2}SW\frac{1}{4}$ Sec. 24 $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$ Sec. 24	320.00	12½	A	
W-0231771	29N - 113W	25	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3-3/4	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-02683	29N - 113W	25	$S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$	320.00	3-3/4	A	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0125390	29N - 112W	30 31 31	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$ $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$ Lots 1,2,3,4	1017.20	3 3	A A	47½% in "P" Sand Reservoir, 100% in all other zones 47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
E-026216	29N - 112W	32	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231769	29N - 112W	32	$W\frac{1}{2}NW\frac{1}{4}$	80.00	3	A	47½% in "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-05504	30N - 113W	10	All				
		14	All				
		22	$N\frac{1}{2}$	1600.00	6	A	
W-0136177	30N - 113W	22	$S\frac{1}{2}$	320.00	6	A	
WS 0-10799	29N - 113W	1	Lot 1				
	30N - 113W	36	All	679.39	5	A	
W-05283	28N - 113W	4	$SW\frac{1}{4}SE\frac{1}{4}$		6	A	
		4	Lots 5,6, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	312.53	6	A	47½% in Kmv Reservoir, 100% in all other zones
E-023340	28N - 112W	5	All				CBU #4 Well on this lease
		6	Lots 1, 3 thru 18 incl., $E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$				
		7	All				
		8	$NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$	2559.34	3	A	
E-024528	28N - 112W	28	$W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$, $E\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$				CBU #6 Well on this lease
		29	All				
		30	Lots 2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		31	Lots 1,2,3, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$				
		32	$W\frac{1}{2}NW\frac{1}{4}$	2472.98	3	A	
W-0125387	28N - 112W	30	Lot 1	33.83	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-04629	28N - 113W	10	E½	320.00	3	A	C-22 Well on this lease
E-024756	28N - 113W	23	Lots 5,6,7				CBU #13 Well on this lease
		24	Lots 5,6,7,8, Tr. 46A & 46B				
		25	All	929.41	6	A	
E-024469	28N - 112W	17	N½N½, E½SE¼, SE¼SW¼, SW¼SE¼				CBU #12 Well on this lease
		18	Lots 1,2,3, E½NW¼, NE¼SW¼, NE¼				
		19	E½SW¼, SE¼, S½NE¼, NE¼NE¼				
		20	All				
		21	All	2356.04	3	A	
W-025385	28N - 112W	19	Lots 3, 4	69.93	3	A	
W-07828	28N - 113W	3	Lots 7, 8, S½NW¼, SW¼	314.37	3	A	47½% in Kmv Reservoir, 100% in all other zones
Charles P. & Francis M. Noble	29N - 113W	11	NE¼, E½NW¼				
		12	W½NW¼	320.00	0	A	
W-04226	30N - 113W	28	SW¼, SW¼NW¼, E½NW¼	280.00	6	A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0125389	29N - 112W	19	Lots 3,4, $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$		3	A	47½% in "P" Sand Reservoir, 100% in all other zones
		19	Lot 2, $SE\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$	437.59	3	A	
E-026115	29N - 112W	20	$NW\frac{1}{4}NW\frac{1}{4}$	40.00	3	A	
E-023554	28N - 113W	26	Lot 1, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $E\frac{1}{2}$	475.90	1	A	Operating rights down to the base of the Muddy Formation
E-024792	28N - 113W	34	Lot 2	44.96	5	A	Operating rights down to the base of the Muddy Formation
W-02985	28N - 113W	35	Lots 1,2,3,4,5,6,7, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	545.49	5	A	Operating rights down to the base of the Muddy Formation
W-02985A	28N - 113W	35	$SE\frac{1}{4}NW\frac{1}{4}$	40.00	5	A	Operating rights down to the base of the Muddy Formation
W-08056	28N - 113W	34	$E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NW\frac{1}{4}NE\frac{1}{4}$	160.00	5	A	Operating rights down to the base of the Muddy Formation
W-046892	28N - 113W	34	$E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, Lots 3, 4	288.79	5	A	Operating rights down to the base of the Muddy Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-022929	27N - 112W	33 34 35	NE¼, S½ All All	1760.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022931A	27N - 112W	28 29 32	All E½SE¼ E½E½				EIB #5 on this lease 75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
	26N - 112W	5 8	Lot 1, SE¼NE¼, E½SE¼ E½NE¼, E½SE¼	1196.87	2	A	
E-022932	26N - 112W	2 3 4 9 11	All All All All NW¼NW¼	2572.04	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-023229A	27N - 112W	21	Lots 9, 10,11, SW¼SW¼	139.14	3	A	
E-023229	27N - 112W	21	SE¼SW¼	40.00	2½	A	
E-025548	27N - 112W	26 27	All E½	960.00	4.007	A	50% working interest
E-025550	27N - 112W	27	W½	320.00	4.007	A	50% working interest

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-026056	26N - 112W	11 14	NE¼, NE¼NW¼, S½NW¼, S½ All	1240.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
WS 0-2265	26N - 112W	16	Lots 1,2,3,4,5,6,7, E½, W½SW¼, NE¼NW¼	601.03	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
WS 0-5481	26N - 112W	16	All of Green River Bed in Section 16	38.97	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-022234	28N - 113W	16 17 20 29	Lots 1,2,3,4,5,6,7 NW¼NE¼ Lots 2,3,4,5, S½NW¼ E½, E½W½	793.08	1¼	A	Shallow rights only**
E-020363	28N - 113W	17 21 28 31 32	Lots 1,3,4,5,6, SW¼NE¼, NW¼SE¼ Lots 1-8 incl., Tr. 43a, Tr. 43c, Tr. 43d, S½NE¼, N½SE¼, SE¼SE¼ All (Lots 1-11 incl., S½SE¼, Tr. 50) Lots 7, 8 Lots 2,5, Tr. 53	1339.03 203.79	1¼ 7¼	A	Shallow rights only** Shallow rights only**

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-022261	28N - 113W	19	Lot 5, NW¼NE¼, S½NE¼, SE¼				
		31	E½NE¼				
		32	Lot 1, N½NW¼, SW¼NW¼	563.20	1¼	A	Shallow rights only**
E-024353	28N - 113W	20	Lots 6,7,8, SW¼SE¼, E½SW¼, NW¼SW¼, Tr. 43b	290.27	2½	A	Shallow rights only**
E-07538	28N - 113W	32	NE¼				
		33	N½NW¼	240.00	9	A	Shallow rights only**
	27N - 113W	5	Lots 3,4, S½NW¼	159.08	3	A	Shallow rights only**
	28N - 113W	32	Lot 6, NE¼SE¼				
		33	S½NW¼	167.69	9	A	Shallow rights only**
	27N - 113W	5	Lot 2	39.67	9	A	Shallow rights only**
E-07538	28N - 113W	32	Lot 6, NE¼SE¼				
		33	S½NW¼	167.69	3	A	Deep rights only***
	27N - 113W	5	Lot 1, S½NE¼, N½SE¼	199.78	9 on shallow 3 on Deep.	A	Full rights
		5	S½SE¼, SW¼	240.00	3	A	Deep rights only***
William J. McGinnis et al	28N - 113W	17	Trs. 38, 40 (also described as NE¼SW¼, SW¼SE¼)	80.00	½	A	Shallow rights only**

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
Mary J. Haddenham	28N - 113W	17	Tr. 39 (also described as $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$)	120.00	2.1125	A	Shallow rights only**
Ruth A. DeGraw, now Ruth A. Chamerlain	28N - 113W	20 & 21	Tr. 41 (also described as $E\frac{1}{2}NE\frac{1}{4}$, Sec. 20; and $W\frac{1}{2}NW\frac{1}{4}$, Sec. 21)	160.00	0	A	Shallow rights only**
William J. McGinnis et al	28N - 113W	21	Tr. 42	40.00	0	A	Shallow rights only**
E-022209	28N - 113W	33	Lots 1,2,3, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	300.50	6	A	Shallow rights only**
		33 34	Lot 4, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$ Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	371.11	0	A	Shallow rights only**
		33	Lots 1,2,3,4, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	671.61	0	A	Deep rights only***
Myron Edgar Mills & Lilly A. Mills	28N - 113W	22 & 23	Tr. 44 (also described as $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 22; and $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Sec. 23)	160.00	0	A	
E-07671A	27N - 113W	8	$SE\frac{1}{4}$	160.00	$2\frac{1}{2}$	A	Deep rights only***
E-07671B	27N - 113W	8	$N\frac{1}{2}$, $SW\frac{1}{4}$	480.00	$3\frac{1}{2}$*	A	Deep rights only***

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-09561A	27N - 113W	17	NE¼, E½NW¼	240.00	3.92	Y; A	Deep rights only***
		17	NE¼SW¼	200.00	1.79	A	Deep rights only***
		20	NE¼	160.00	2.29	A	Deep rights only***
		17	SE¼				
E-021978	27N - 113W	4	SW¼SW¼				
		9	NW¼, E½SW¼, W½SE¼	360.00	3*	A	Deep rights only***
E-026191	27N - 113W	4	Lot 4, S½NW¼, W½SE¼, E½SW¼, NW¼SW¼	319.85	9 on shallow 3 on deep	A	Full rights
		9	W½NE¼	80.00	3	A	Deep rights only***
E-07555	27N - 113W	9	W½SW¼	80.00	3*	A	Deep rights only***
E-01027OB	27N - 113W	21	N½N½	160.00	2.88*	A	Deep rights only***
WS 0-847	27N - 113W	16	All	640.00	2½	A	Deep rights only***
WS 0-11141	27N - 113W	36	All	640.00	0	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-020123	27N - 112W	6	Lots 1,2,3,4,5,6,7, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$				
		8	$W\frac{1}{2}$				
		17	$W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$				
		20	$NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Lot 6	1520.60	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-020123A	27N - 112W	4	$SW\frac{1}{4}SW\frac{1}{4}$				
		5	Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$				
		8	$W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		9	$SW\frac{1}{4}SW\frac{1}{4}$				
		17	$SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$				
		20	$W\frac{1}{2}NE\frac{1}{4}$	999.78	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025407	27N - 112W	30	Lots 3,4,7,8, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}$	302.50	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025407A	27N - 112W	31	Lots 1,2,5,6,7,8,11,12, $NW\frac{1}{4}NE\frac{1}{4}$	153.52	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-025410	27N - 112W	30	Lots 1,2,5,6, $E\frac{1}{2}W\frac{1}{2}$	259.08	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	26N - 113W	2	Lot 1	34.16	3	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-025440A	27N - 112W	31	Lots 3,4,9,10, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$	373.91	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
E-025440	27N - 112W	7 18	$E\frac{1}{2}$ $E\frac{1}{2}$	640.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
E-025440A	27N - 112W	19	$E\frac{1}{2}$	320.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-039910	27N - 112W	4 5	Lot 2 Lot 3, $NE\frac{1}{4}SE\frac{1}{4}$	119.38	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-039913	28N - 112W	33	$N\frac{1}{2}$, $SE\frac{1}{4}$	480.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-042501	27N - 112W	4	$N\frac{1}{2}SW\frac{1}{4}$	80.00	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-05751	27N - 112W	7 18	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$ Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$	553.65	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-05751A	27N - 112W	19	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$	263.89	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-05958A	27N - 112W	30	That portion of the bed of the Green River that is riparian to Lots 3,4, 7,8	17.50	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
W-05958AA	27N - 112W	31	That portion of the bed of the Green River that is riparian to Lots 1,2, 5,6,7,8,11, 12	46.48	3	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
WS 0-11142	28N - 113W	36	$N\frac{1}{2}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$ (part of Resurvey Tr. 54)	629.00	0	A	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
WS 0-20810	28N - 113W	36	$W\frac{1}{2}SW\frac{1}{4}$ (part of Resurvey Tr. 54)	90.00	20	A	100% working interest
E-022929A	27N - 112W	33	$NW\frac{1}{4}$	160.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
E-02293CA	26N - 112W	10 15	All All	1280.00	2	A	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
W-036663	29N - 112W	17	$E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}NW\frac{1}{4}$	520.00	3	A	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0125392	29N - 112W	18	W½SE¼, E½SW¼, SE¼NE¼, Lots 3, 4				
		19	Lot 1, NE¼NW¼, NW¼NE¼	318.44	3	A	
Beneficial Oil Co.	27N - 112W	20	Lots 1,2,5, NE¼NE¼, NW¼SE¼				
		21	Lots 2,3,4,5,6, NW¼NW¼	316.18	0	A	50% working interest.
E-021741	26N - 113W	4	SE¼, NW¼SW¼, Lots 1-12 incl.				
	27N - 113W	28	SE¼SW¼, SW¼SE¼				
		29	SE¼NE¼				
		32	W½SE¼, N½NE¼, SW¼NE¼				
		33	NW¼NE¼, S½NE¼, SE¼, NW¼	1433.84	5	A	
E-021743	27N - 113W	33	N½SW¼	80.00	5	A	
John E. & Mary Marx	26N - 112W	6	E½SW¼, Lot 10				
		7	Lot 1, NE¼NW¼	158.90	5	Z; A	
Augusta B. Marx Cyril & Dorise Housley	26N - 112W	7	Lots 2,4, SE¼NW¼, NE¼SW¼, NW¼SE¼	159.60	5	Z; A	
State Highway Commission	26N - 112W	6	A portion of State Highway 189	108.14	5	Z; A	
Guy & Dorothy L. Decker	26N - 112W	6	A portion of SE¼	5.007	5	Z; A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-047799	26N - 113W	26	Lot 5	4.87	5	Z; A	
A. L. Mahaffey	26N - 112W	6	A portion of the $SW\frac{1}{4}SE\frac{1}{4}$	2.00	5	Z; A	
				20.97	5	Z; A	50% working interest
Patrick J. Quealy Joseph A. & Bessie B. Minton	27N - 113W	28	$SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$	120.00	$2\frac{1}{2}$	A	Deep rights only***
Bank of Paullina Joseph A. & Bessie B. Minton	27N - 113W	28	$NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$	160.00	$5\frac{1}{2}$	A	Deep rights only***
George E. & Marie C. Yeaman	26N - 112W	7	$W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, Lot 3	160.08	0	A	
William J. & Mamie McGinnis Bank of Paullina Newt Sims	26N - 112W	7 17 18 19 20 21	$E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Lots 2,3,4, $W\frac{1}{2}$, $SE\frac{1}{4}$ $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, Lot 4 Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	2243.93	5	Z; A	
Newt Sims	26N - 112W	21	Lots 2,3,6	75.83	5	Z; A	
W-059585	27N - 112W	9 20	Lots 2,3 Lots 3,4	42.04	3	A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-021954	27N - 111W	15 21 22 28 29	S½ E½, S½SW¼ W½E½, W½ All Lots 1,2,3,7,9,10,11, 12,13,14,16,17,18,19,20	2416.95	5	A	50% working interest
Babe & Esther Probasco	26N - 112W	6	A portion of the SW¼SE¼	18.00	5	Z; A	50% working interest
Lincoln County Town of LaBarge	26N - 112W	6	Lots, Street & Alleys in the town of LaBarge	18.02	5	Z; A	
Howard A. Mahaffey	26N - 112W	6	A portion of the SW¼	1.00	5	Z; A	50% working interest
W-053452	27N - 112W	4 5	Lots 3,4, S½NW¼ Lots 1,2, S½NE¼				
	28N - 112W	33	SW¼	478.55	2½	A	
W-05749	27N - 112W	10 11 12 13	Lot 1, NE¼NE¼, S½NE¼ N½ S½N½, SE¼ E½	1104.26	3	A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORP	Subject to Prod. Payment	Remarks
W-0399104	27N - 112W	1 2 3 12	$S\frac{1}{2}$ Lot 8, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$ Lots 1,6,7,10,11 $N\frac{1}{2}N\frac{1}{2}$	912.90	5	A	
W-066902	27N - 112W	10	Lots 4,5	57.81	3	A	
W-048781	27N - 113W	35	$E\frac{1}{2}$	320.00	.875 20.875	A	50% to top of the Hilliard Formation 100% to top of the Nugget Formation
WS 0-22646	26N - 113W	1	All of original Section (Pt. Resruvey Lot 37)	656.71	$22\frac{1}{2}$	A	100% below top of the Hilliard Formation
W-048780	27N - 113W	4	Lots 2,3, $SW\frac{1}{4}NE\frac{1}{4}$	120.10	20.875 on deep 26.875 on shallow	A	Full operating rights
E-022935	26N - 112W	5	Lots 5,6	23.55	0	A	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
E-022931	26N - 112W 27N - 112W	5 8 29	Lots 4,7,10,11,13, $SW\frac{1}{4}SE\frac{1}{4}$ Lots 1,2,4,5,6,7,11, $W\frac{1}{2}NE\frac{1}{4}$ Lots 2,3,4,5,8,9,10,11,12	608.78	1*	A	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-023313	26N - 112W	6	SW¼NE¼	40.00	13-3/4	A	100% Bear River & Frontier Formations only
E-023313C	26N - 112W	6	SE¼NW¼	40.00	13-3/4	A	100% Bear River & Frontier Formations only
W-052064	26N - 112W	7	Lot 5	76.09	13-3/4	A	100% Bear River & Frontier Formations only
W-052065	26N - 112W	6	Lots 1,2,3,4,5,6,7,9	209.85	13-3/4	A	100% Bear River & Frontier Formations only
W-052066	26N - 112W	19 29 30	Lot 4 SW¼, SW¼NW¼ Lots 1,2,3,4, E½W½, E½ (All)	764.29	13-3/4	A	100% Bear River & Frontier Formations only
W-066369	26N - 113W	15	S½	320.00	5	A	
W-066370	26N - 113W	22	NW¼NE¼, N½NW¼, SW¼NW¼, NW¼SW¼	200.00	5	A	
W-033951	26N - 113W	10 15	S½NE¼ S½N½	240.00	2½	A	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
WS 0-11134	26N - 113W	12	All	657.64	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-11136	26N - 113W	24	$N\frac{1}{2}N\frac{1}{2}$ (Lot 38), $NW\frac{1}{4}SW\frac{1}{4}$ (Lot 40)	203.74	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-11137	26N - 113W	24	$S\frac{1}{2}N\frac{1}{2}$	163.05	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-11135	26N - 113W	13	All	665.84	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
W-024793	26N - 113W	14 22 23 26	$SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$ $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$ Lots 1,2,3,4, $N\frac{1}{2}NW\frac{1}{4}$ Lots 1,2,3,4	598.70	4	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
W-036054	27N - 113W	27	$NW\frac{1}{4}NE\frac{1}{4}$	40.00	4	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
W-02275	26N - 113W	22	$NE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$	200.00	5	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-052067	26N - 112W	17	All of the bed of the Green River lying Sec. 17 of said Township, between the mean high marks thereof, excepting that portion of said riverbed which lies riparian to privately owned lands patented without reservation of Oil and Gas to the USA	10.41	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
E-07798E	26N - 113W	2	Lot 4				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		10	$SE\frac{1}{4}$				
		11	Lots 1,2,3,4, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		14	Lots 1,2, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		15	$N\frac{1}{2}N\frac{1}{2}$	1270.64	3	A	
Selmar G. Larson	26N - 113W		All of Lot 41 - Resurvey	618.07	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
George D. & Verna C. Eubank	26N - 112W	19	$SE\frac{1}{4}SW\frac{1}{4}$				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation This lease covers 1/4 mineral interest only
		20	$S\frac{1}{2}S\frac{1}{2}$				
		29	$N\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SE\frac{1}{4}$	720.00	20 reducible	A	
W-050961	26N - 112W	6	Lands covering all of the bed of the Green River riparian to Lot 6 between the Mean high water marks thereof excepting that portion of said river bed which lies riparian to Lot 7 of Sec. 6. Said lands being only that (cont. on the following page)				50% above the base of the Mesaverde Formation 100% below the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-050961 (cont.)			portion of the bed of the Green River appurtenant to Lot 6, T26N-R112W	1.075	0	A	
W-049959	26N - 112W	6	That portion of the bed of the Green River riparian to Lot 7	4.53	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-21700	26N - 113W	22	$S\frac{1}{2}SW\frac{1}{4}$	80.00	5	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
E-024549A	26N - 112W	5	That part of the Green River riparian to Lots 4,5,6,7,10, 11,13				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		8	That part of the Green River riparian to Lots 1,2,4,5,6, 7,11	93.00	3	A	
Athol L. & Nellie Mae Stotts Kenneth Bartlett Mary Maxine Delaney et al Florence Vickrey et al	27N - 112W	29	Lots 1,6, $S\frac{1}{2}NE\frac{1}{4}$	164.44	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
William J. & Mamie McGinnis	26N - 112W	8	Lots 8,9,10, $SW\frac{1}{4}SW\frac{1}{4}$	125.82	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
W-039163	27N - 112W	29	That portion of the bed of the Green River that is riparian to Lots 2,3, 4,5,8,9,10,11,12	119.89	3	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
Selmer G. Larson	26N - 112W	8	Lots 8,9,10, $SW\frac{1}{4}SW\frac{1}{4}$	125.82	0	A	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-035077	28N - 112W	32	$E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}SW\frac{1}{4}$, $E\frac{1}{2}$	520.00	$2\frac{1}{4}$		
William J. & Mamie McGinnies	28N - 112W	17	$S\frac{1}{2}N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$				
		18	Lot 4, $SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$				
		19	$NW\frac{1}{4}NE\frac{1}{4}$	597.01	0		
E-024354	29N - 112W	33	$SE\frac{1}{4}$, $E\frac{1}{2}NE\frac{1}{4}$				
		34	All	880.00	3		
E-024355	29N - 112W	32	$E\frac{1}{2}$				
		33	$W\frac{1}{2}NE\frac{1}{4}$, $W\frac{1}{2}$	720.00	3		100% in all zones
		32	$E\frac{1}{2}W\frac{1}{2}$	160.00	3		$47\frac{1}{2}\%$ in "P" Sand Reservoir, 100% in all other zones
E-024470	29N - 112W	29	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3		$47\frac{1}{2}\%$ in "P" Sand Reservoir, 100% in all other zones
		27	All				
		28	All				
		29	$E\frac{1}{2}$, $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$	1840.00	3		100% in all zones

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NOTES:

* Overriding royalty as indicated denotes that U. S. Government royalty for the subject lease is subject to increase if average production per well per day exceeds 5,000 MCF of gas or 50 barrels of oil (for leases Evanston 021978 and 07555), and, for lease Evanston 07671B, if average production per day exceeds 3,000 MCF of gas or if average production per day per well exceeds 20 barrels of oil.

** Shallow rights as indicated refer to interest in zones from the surface down to 1500 feet above the top of the Frontier formation.

*** Deep rights as indicated refer to interest in zones below 1500 feet above the top of the Frontier formation.

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

GPR GPR refers to Gas Purchase Rights.

ORR ORR refers to Overriding Royalty.

Y Y denotes that subject operating rights are subject to a production payment, in the orginal sum of $75,000.00, payable out of two and one-half (2-1/2%) percent of production from these operating rights and other operating rights subject thereto.

Prior Liens The East LaBarge #5 Well, the Chimney Butte Wells #4,5,6,7,10,12,13, and the C-22 Well and approximately 320 acres surrounding each of these wells are subject to a first and Prior Lien previously created, to El Paso Natural Gas Company, upon 50% of Belco Petroleum Corporation's interest in these wells. El Paso Natural Gas Company is entitled to 50% of Belco Petroleum Corporation's share of the gross proceeds from these wells until such time as repayment has been made for advance made by El Paso Natural Gas Company in accordance with a Gas Purchase Agreement dated November 14, 1957, by and between El Paso Natural Gas Company as Buyer and Belco Petroleum Corporation as Seller.

Z Z signifies lands subject to a Production Payment previously reserved by Carl-Pat Company in the amount of $245,880.40 payable out of five (5%) percent of all oil and gas produced, saved and marketed from such properties more particularly described in the Agreement dated May 16, 1957, by and between Carl-Pat Company and Belco Petroleum Corporation.

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A A signifies lands subject to a Production Payment previously conveyed to Bright Star Foundation, Inc. on February 1, 1963, in the original sum of Six Million ($6,000,000.00) Dollars Primary Amount, plus a Secondary Amount equal to Five and One-fourth (5-1/4%) percent per annum on the outstanding balances of the Primary Amount, from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including November 30, 1963, out of Three (3%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties; (ii) from and after December 1, 1963, until such Production Payment has been satisfied, Sixteen (16%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties.

WHE[redacted]ORDED, MAIL TO:
Angela L. Franklin, Esq.
PRUITT, GUSHEE & BACHTELL
1850 Beneficial Life Tower
Salt Lake City, Utah 84111

RELEASE AND RELINQUISHMENT OF PRODUCTION PAYMENT

WHEREAS, by an instrument dated February 1, 1963, and recorded February 8, 1963 in Book 35 Oil & Gas, Page 428, Sublette County, Wyoming records, and recorded February 25, 1963 in Book 60PR, Page 57, Lincoln County, Wyoming records, Belco Petroleum Corporation granted, bargained, sold, transferred, assigned and conveyed unto Bright Star Foundation, Inc. as a production payment all the oil and gas in and under and that may be produced, saved, and marketed from the properties and operating rights situated in Sublette and Lincoln Counties, Wyoming, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for a primary amount of Six Million Dollars ($6,000,000) plus a secondary amount defined therein; and

WHEREAS, the amounts of the said production payment have been paid in full.

NOW, THEREFORE, Bright Star Foundation, Inc., for and in consideration of the sum of Ten Dollars and other good and valuable consideration, and without warranty express or implied, the receipt and sufficiency of which is hereby acknowledge, does hereby release, set over, assign, convey and quit claim unto Enron Oil & Gas Company all of its right, title, power and interest in, to and under the production payment of the oil and gas in and under and that may be produced, saved, and marketed from the properties and operating rights situated in Sublette and Lincoln Counties, Wyoming, more particularly described in Exhibit "A".

IN WITNESS WHEREOF, the undersigned has duly executed this instrument on this 31st day of August, 1992.

BRIGHT STAR FOUNDATION, INC.

By: Robert B Payne
Title: Secy/Treas.

238502

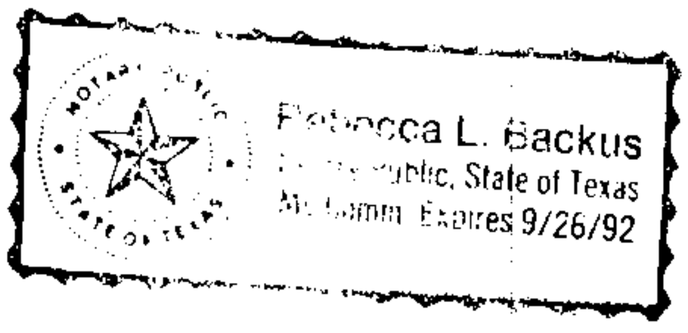
RECORDED September 4 19 92 8:40 AM
IN BOOK 89 OPR PAGE 336
FEES $ 12.00 Mary L Dunlap COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany C. Higgins

STATE OF Texas)
:ss
County of Dallas)

Before me Rebecca L. Backus on this day personally appeared Robert B. Payne, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Secretary/Treasurer of Bright Star Foundation Inc., 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 31st day of August, 1992.

Rebecca L. Backus
Notary Public
Residing at: 4117 Osage Drive
Rowlett, TX 75088

My Commission Expires:



H57

EXHIBIT "A"

LEASES IN SUBLETTE AND LINCOLN COUNTIES, WYOMING, IN WHICH BELCO PETROLEUM CORPORATION IS THE WORKING INTEREST OWNER; SAID INTEREST BEING SUBJECT TO PROPORTIONATE PART OF OVERRIDING ROYALTIES AND PRODUCTION PAYMENTS AS INDICATED

Lease Number	Twp. & Range	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-06206	30N - 113W	9	All			C; Q	
		15	All	1280.00	6	C; Q	
		21	N½	320.00	5½	C; Q	
W-0136178	30N - 113W	21	S½	320.00	5½	C; Q	
W-0136175	30N - 113W	26	SW¼	160.00	7½ to 2500'	MeJ; C; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	MeJ; C; Q	1% ORR subject to GPR @ 6¢ per MCF
		27	S½	320.00	7½ to 2500'	C; MeJ; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	MeJ; C; Q	1% ORR subject to GPR @ 6¢ per MCF
		27	E½	320.00	7	C; Q	
		34	NW¼	160.00	7½ to 2500'	MeJ; C; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	MeJ; C; Q	1% ORR subject to GPR @ 6¢ per MCF

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0136175 (cont.)		34	NE¼	160.00	13½ to 2500'	M&J; C; Q	12½% ORR subject to GPR @ 3.2¢ per MCF
					5 below 2500'	M&J; C; Q	4% ORR subject to GPR @ 6¢ per MCF
E-022951	30N - 113W	26	N½	320.00	7	C; Q	
E-013494	29N - 113W	14	S½N½, S½	480.00	6	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		15	S½N½, S½	800.00	6	M&J; C; Q	
		23	E½			M&J; C; Q	
[redacted]-025930	29N - 113W	13	SW¼SW¼, NW¼SW¼	400.00	3	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		23	W½				
		13	S½NW¼, SW¼NE¼, NE¼SW¼	160.00	3	M&J; C; Q	
W-01332	29N - 113W	26	SE¼SE¼	40.00	3	M&J; C; Q	47½% in Kmv Reservoir and "p" Sand Reservoir, 100% in all other zones
		26	N½S½, S½SW¼, SW¼SE¼, S½N½	440.00	3	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		27	S½NE¼, E½SE¼, SE¼NW¼	200.00	3	M&J; C; Q	CBU #7 Well on this lease

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-011051	28N - 113W	2	Lots 7, 8	77.33	3	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0231772	28N - 113W	2	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$		3	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		3	Lots 5,6, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		2	$SW\frac{1}{4}SW\frac{1}{4}$		3	C; Q	47½% in Kmv Reservoir, 100% in all other zones
		3	$S\frac{1}{2}SE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$				
		2	$SE\frac{1}{4}SW\frac{1}{4}$	556.07	3	C; Q	
W-011052	28N - 113W	1	Lots 7, 8	79.89	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231773	28N - 113W	1	$S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$	160.00	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		1	$S\frac{1}{2}SW\frac{1}{4}$	80.00	3	C; Q	
W-0125391	28N - 113W	2	Lots 5, 6	78.15	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231774	28N - 113W	2	$S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	160.00	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		2	$S\frac{1}{2}SE\frac{1}{4}$	80.00	3	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-025991	29N - 113W	34	All	640.00	6	C; Q	Operating Rights down to 1500' above the Frontier Formation
W-04731	28N - 113W	5	Lots 5,6,7,8, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$	419.86	6	C; Q	Operating Rights down to 1500' above the Frontier Formation
W-0125388	28N - 113W	23 24	Lots 1,2,3, $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$ Lots 3, 4	341.29	3	C; Q	
E-024756A	28N - 113W	24	Lots 1, 2	88.41	3	C; Q	
W-01764	30N - 113W	35	$W\frac{1}{2}$	320.00	5	C; Q; M&J	
E-021983	29N - 113W	14	$NW\frac{1}{4}NW\frac{1}{4}$	40.00	5	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
W-0231770	29N - 113W	22 24 27 24	$W\frac{1}{2}$ $S\frac{1}{2}NE\frac{1}{4}$ $NE\frac{1}{4}NW\frac{1}{4}$ $NW\frac{1}{4}$	440.00 160.00	3 3	M&J; C; Q M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
W-0189	29N - 113W	25	$N\frac{1}{2}NE\frac{1}{4}$	80.00	3.75	M&J; C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0231770	29N - 113W	24	$SW\frac{1}{4}SE\frac{1}{4}$		3-3/4	M&J; C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		24	$SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$		3-3/4	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		25	$N\frac{1}{2}NW\frac{1}{4}$				
		24	$SE\frac{1}{4}SE\frac{1}{4}$		3-3/4	M&J; C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		24	$NE\frac{1}{4}SE\frac{1}{4}$	400.00	3-3/4	M&J; C; Q	
E-022756	28N - 113W	14	$W\frac{1}{2}$	320.00	3	C; Q	CBU #5 Well on this lease
W-011407A	29N - 113W	35	$E\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$		6	C; Q	47½% in Kmv Reservoir, 100% in all other zones
		35	$SW\frac{1}{4}NW\frac{1}{4}$	160.00	6	C; Q	
E-021767	29N - 113W	35	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$		4.375	C; Q	47½% in Kmv Reservoir, 100% in all other zones
		35	$W\frac{1}{2}SW\frac{1}{4}$	320.00	4.375	C; Q	
W-04732	28N - 113W	4	Lots 7,8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	312.03	6	C; Q	
WS 0-2843	28N - 113W	16	All (Resurvey Tract 37)	640.00	5	C; Q	Operating Rights down to 1500' above the Frontier Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject Prod. Payment	Remarks
[redacted] harles P. Budd	29N - 113W	10	$N\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$.	120.00	$12\frac{1}{2}$	M&J; C; Q	Operating Rights to 2500' 12½% ORR subject to GPR @ 3.2¢ per MCF
[redacted] nger K. Chrisman	29N - 113W	10	$SE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	80.00	$6\frac{1}{4}$	M&J; C; Q	
Chrisman Estate	29N - 113W	10 11	$E\frac{1}{2}SE\frac{1}{4}$ $W\frac{1}{2}SW\frac{1}{4}$	160.00	$6\frac{1}{4}$	M&J; C; Q	
[redacted] Charles P. & Francis M. Noble	29N - 113W	11	$W\frac{1}{2}NW\frac{1}{4}$	80.00	$6\frac{1}{4}$	M&J; C; Q	
W-012538[redacted]	28N - 113W	11 13 14	$E\frac{1}{2}$ $SW\frac{1}{4}$ $E\frac{1}{2}$	800.00	3	C; Q	CBU #10 Well on this lease
E-024241	28N - 113W	1	Lot 6, $SW\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$		3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		1	Lots 5,9,10,11, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$				
		12	Lots 1,2,3,4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)				
		13	Lots 1,2,3,4, $W\frac{1}{2}E\frac{1}{2}$, $NW\frac{1}{4}$	1330.52	3	C; Q	
[redacted] 023584	28N - 113W	23	Lot 4, $W\frac{1}{2}NW\frac{1}{4}$	107.24	3	C; Q	
[redacted] 22285	28N - 113W	9	All	640.00	5	C; Q	Operating Rights down to 1500' above the Frontier Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]024931A	29N - 113W	25	SE¼SW¼		1½	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		25	SW¼SW¼	80.00	1½	C; Q	47½% in Kmv Reservoir, 100% in all other zones
[redacted]077710A	30N - 113W	34	SW¼SW¼	40.00	2½	C; Q	Superior Oil Co. has operating rights below 1500' above the Frontier Formation
James P. Nickelson et al	29N - 113W	6	Lots 5,6,7, S½NE¼, SE¼NW¼, E½SW¼, SE¼				
		7	Lots 1,2, NE¼, E½NW¼, NE¼SE¼				
		4	SE¼SW¼				
	29N - 114W	1	Lots 5,6,7, SW¼NE¼, W½SE¼				
		12	NE¼, N½SE¼	1240.00	6	C; Q	
Arthur C. Homer	29N - 112W	7	Lots 1,2,3,4, N½NE¼, E½NW¼, NE¼SW¼				
	29N - 113W	12	NE¼, E½NW¼, NE¼SW¼, N½SE¼	612.72	0	C; Q	
E-022755	28N - 113W	11	W½	320.00	3	C; Q	
E-077710B	30N - 113W	28	SE¼	160.00	4½	C; Q	
		34	SE¼, N½SW¼, SE¼SW¼		4½	C; Q	
		28	NE¼	600.00	6	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-026176B	30N - 113W	32	NE¼NE¼	40.00	6	C; Q	
James F. Mickelson et al	29N - 113W	4	W½SW¼				
		5	Lot 2, SW¼NE¼, SE¼, Lot 3, SW¼, S½NW¼				
		8	N½NE¼, SE¼NE¼, NW¼, S½				
		9	NW¼, W½SW¼				
		17	NW¼NE¼, E½NW¼	1552.10	6	C; Q	
E-022769	29N - 113W	3	N½	287.42	5	C; Q	
		3	SW¼, S½SE¼, NW¼SE¼	280.00	6½ below 2500'	C; Q	3% ORR Subject to GPR @ 6¢ per MCF
					8-3/4 to 2500'	M&J; C; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
		4	NE¼	143.31	4¼	C; Q	
		4	E½NW¼, NE¼SW¼	113.30	6	C; Q	
		4	N½SE¼	80.00	3	C; Q	
	30N - 113W	33	E½	320.00	4¼	C; Q	
		33	E½W½	160.00	6	C; Q	
W-031992	29N - 113W	22	E½NE¼	80.00	5½ to 2500'	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
					3 below 2500'	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		22	W½NE¼	80.00	5½ to 2500'	M&J; C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-031992 (Cont.)	29N - 113W	22	W½NE¼		3 Below 2500'	M&J; C; Q	
		22	NE¼SE¼	40.00	3	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		22	NW¼SE¼, S½SE¼	120.00	3	M&J; C; Q	
		26	N½N½	160.00	3-3/4	M&J; C; Q	47½% in Kmv Reservoir, 100% in all other zones
		27	N½NE¼	80.00	3	M&J; C; Q	
Clifton Fear	29N - 113W	9	E½SW¼, SE¼				Entire lease subject to landowner royalty of 18%
		10	SW¼NW¼, SW¼, SW¼SE¼				
		15	N½N½	640.00	0	C; Q	
E-022769A	29N - 113W	1	W½		8-3/4 to 2500'	M&J; C; Q	6½% ORR subject to GPR @ 3.2¢ per MCF
		2	Lots 1,2,3,4, SE¼NW¼, S½, S½NE¼	889.17			
					5½ below 2500'	C; Q	3% ORR subject to GPR @ 6¢ per MCF
Enger K. Chrisman et al	29N - 113W	11	E½SW¼, SE¼				Entire lease subject to landowners royalty of 18%
		12	NW¼SW¼, S½S½				
		13	N½N½, SE¼NE¼, SE¼				
		14	N½NE¼				
	29N - 112W	18	Lots 1,2, E½NW¼	986.01	7	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted] Enger K. Chrisman et al (Cont.)	29N - 113W	13 24	$SE\frac{1}{4}SW\frac{1}{4}$ $N\frac{1}{2}NE\frac{1}{4}$	120.00	7	C; Q	Entire Lease subject to landowners royalty of 18%
Willaim J. & Mamie McGinnis	28N - 113W	Tr. 45 Tr. 47	$N\frac{1}{2}SE\frac{1}{4}$ Sec. 23; $N\frac{1}{2}SW\frac{1}{4}$ Sec. 24 $S\frac{1}{2}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$ Sec. 24	320.00	12½	C; Q	47½% in Kmv Reservoir, 100% in all other zones
W-0231771	29N - 113W	25	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3-3/4	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-02683	29N - 113W	25	$S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$	320.00	3-3/4	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
W-0125390	29N - 112W	30	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$, $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$		3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		31	$E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$	1017.20	3	C; Q	47½% in Kmv Reservoir and "P" Sand Reservoir, 100% in all other zones
		31	Lots 1,2,3,4				
E-026216	29N - 112W	32	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
W-0231769	29N - 112W	32	$W\frac{1}{2}NW\frac{1}{4}$	80.00	3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]-05504	30N - 113W	10 14 22	All All N½	1600.00	6	C; Q	
[redacted]036177	30N - 113W	22	S½	320.00	6	C; Q	
[redacted]10799	29N - 113W 30N - 113W	1 36	Lot 2 All	679.39	5	C; Q	
[redacted]5283	28N - 113W	4	SW¼SE¼		6	C; Q	
		4	Lots 5,6, S½NE¼, SE¼SE¼, W½SE¼	312.53	6	C; Q	47½% in Knv Reservoir, 100% in all other zones
[redacted]023340	28N - 112W	5 6 7 8	All Lots 1, 9 thru 18 incl., E½SW¼, SE¼ All NW¼, W½SW¼	2559.34	3	C; Q	CBU #4 Well on this lease
E-024528	28N - 112W	28 29 30 31 32	W½, W½E½, E½SE¼, SE¼NE¼ All Lots 2,3,4, E½W½, E½ Lots 1,2,3, E½W½, E½ W½NW¼	2472.98	3	C; Q	CBU #6 Well on this lease
W-0125387	28N - 112W	30	Lot 1	33.83	3	C; Q	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-04629	28N - 113W	10	$E\frac{1}{2}$	320.00	3	C; Q	C-22 Well on this lease
E-024756	28N - 113W	23	Lots 5,6,7				CBU #13 Well on this lease
		24	Lots 5,6,7,8, Tr. 46A & 46B				
		25	All	929.41	6	C; Q	
E-024469	28N - 112W	17	$N\frac{1}{2}N\frac{1}{2}$, $E\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$				CBU #12 Well on this lease
		18	Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$				
		19	$E\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$				
		20	All				
		21	All	2356.04	3	C; Q	
W-025385	28N - 112W	19	Lots 3, 4	69.93	3	C; Q	
W-07828	28N - 113W	3	Lots 7, 8, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$	314.37	3	C; Q	47½% in Kmv Reservoir, 100% in all other zones
Charles P. & Francis M. Noble	29N - 113W	11	$NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$				
		12	$W\frac{1}{2}NW\frac{1}{4}$	320.00	0	C; Q	
W-04226	30N - 113W	28	$SW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$	280.00	6	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0125389	29N - 112W	19	Lots 3,4, E½SW¼, SW¼SE¼		3	C; Q	47½% in "P" Sand Reservoir, 100% in all other zones
		19	Lot 2, SE¼SE¼, N½SE¼, SE¼NW¼, S½NE¼, NE¼NE¼	437.59	3	C; Q	
E-026115	29N - 112W	20	NW¼NW¼	40.00	3	C; Q	
[redacted]-023554	28N - 113W	26	Lot 1, SE¼NW¼, E½SW¼, E½	475.90	1	C; Q	Operating rights down to the base of the Muddy Formation
E-024792	28N - 113W	34	Lot 2	44.96	5	C; Q	Operating rights down to the base of the Muddy Formation
W-02985	28N - 113W	35	Lots 1,2,3,4,5,6,7, W½NE¼, N½NW¼, SW¼NW¼, N½SW¼, NW¼SE¼	545.49	5	C; Q	Operating rights down to the base of the Muddy Formation
W-02985A	28N - 113W	35	SE¼NW¼	40.00	5	C; Q	Operating rights down to the base of the Muddy Formation
08056	28N - 113W	34	E½NW¼, NE¼SW¼, NW¼NE¼	160.00	5	C; Q	Operating rights down to the base of the Muddy Formation
W-046892	28N - 113W	34	E½NE¼, SW¼NE¼, N½SE¼, Lots 3, 4	288.79	5	C; Q	Operating rights down to the base of the Muddy Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-022929	27N - 112W	33	$NE\frac{1}{4}$, $S\frac{1}{2}$				
		34	All				75% below the base of the Mesaverde Formation
		35	All	1760.00	2	C; Q	62.5% above the base of the Mesaverde Formation
E-022931A	27N - 112W	28	All				
		29	$E\frac{1}{2}SE\frac{1}{4}$				EIB #5 on this lease
		32	$E\frac{1}{2}E\frac{1}{2}$				75% below the base of the Mesaverde Formation
	26N - 112W	5	Lot 1, $SE\frac{1}{4}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$				62.5% above the base of the Mesaverde Formation
		8	$E\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}SE\frac{1}{4}$	1196.87	2	C; Q	
E-022932	26N - 112W	2	All				
		3	All				75% below the base of the Mesaverde Formation
		4	All				62.5% above the base of the Mesaverde Formation
		9	All				
		11	$NW\frac{1}{4}NW\frac{1}{4}$	2572.04	2	C; Q	
E-023229A	27N - 112W	21	Lots 9, 10,11, $SW\frac{1}{4}SW\frac{1}{4}$	139.14	3	C; Q	
E-023229	27N - 112W	21	$SE\frac{1}{4}SW\frac{1}{4}$	40.00	$2\frac{1}{2}$	C; Q	
E-025548	27N - 112W	26	All				
		27	$E\frac{1}{2}$	960.00	4.007	C; Q	50% working interest
E-025550	27N - 112W	27	$W\frac{1}{2}$	320.00	4.007	C; Q	50% working interest

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
B-026056	26N - 112W	11 14	NE¼, NE¼NW¼, S½NW¼, S½ All	1240.00	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
[redacted]-2265	26N - 112W	16	Lots 1,2,3,4,5,6,7; E½, W½SW¼, NE¼NW¼	601.03	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
[redacted]-5481	26N - 112W	16	All of Green River Bed in Section 16	38.97	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
B-022234	28N - 113W	16 17 20 29	Lots 1,2,3,4,5,6,7 NW¼NE¼ Lots 2,3,4,5, S½NW¼ E½, E½W½	793.08	1½	C; Q	Shallow rights only**
B-020363	28N - 113W	17 21 28 31 32	Lots 1,3,4,5,6, SW¼NE¼, NW¼SE¼ Lots 1-8 incl., Tr. 43a, Tr. 43c, Tr. 43d, S½NE¼, N½SE¼, SE¼SE¼ All (Lots 1-11 incl., S½SE¼, Tr. 50) Lots 7, 8 Lots 2,5, Tr. 53	1339.03 203.79	1½ 7½	C; Q C; Q	Shallow rights only** Shallow rights only**

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]-022261	28N - 113W	19	Lot 5, $NW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		31	$E\frac{1}{2}NE\frac{1}{4}$				
		32	Lot 1, $N\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}NW\frac{1}{4}$	563.20	$1\frac{1}{4}$	C; Q	Shallow rights only**
[redacted]-024353	28N - 113W	20	Lots 6,7,8, $SW\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$, Tr. 43b	290.27	$2\frac{1}{2}$	C; Q	Shallow rights only**
[redacted]-07538	28N - 113W	32	$NE\frac{1}{4}$				
		33	$N\frac{1}{2}NW\frac{1}{4}$	240.00	9	C; Q	Shallow rights only**
	27N - 113W	5	Lots 3,4, $S\frac{1}{2}NW\frac{1}{4}$	159.08	3	C; Q	Shallow rights only**
	28N - 113W	32	Lot 6, $NE\frac{1}{4}SE\frac{1}{4}$				
		33	$S\frac{1}{2}NW\frac{1}{4}$	167.69	9	C; Q	Shallow rights only**
	27N - 113W	5	Lot 2	39.67	9	C; Q	Shallow rights only**
[redacted]-07538	28N - 113W	32	Lot 6, $NE\frac{1}{4}SE\frac{1}{4}$				
		33	$S\frac{1}{2}NW\frac{1}{4}$	167.69	3	C; Q	Deep rights only***
[redacted]	27N - 113W	5	Lot 1, $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	199.78	9 on shallow 3 on Deep.	C; Q	Full rights
		5	$S\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}$	240.00	3	C; Q	Deep rights only***
William J. McGinnis et al	28N - 113W	17	Trs. 38, 40 (also described as $NE\frac{1}{4}SW\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$)	80.00	$\frac{1}{2}$	C; Q	Shallow rights only**

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted] Baddenham	28N - 113W	17	Tr. 39 (also described as $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$)	120.00	2.1125	C; Q	Shallow rights only**
[redacted] Ruth A. DeCraw, [redacted] Ruth A. Chamberlain	28N - 113W	20 & 21	Tr. 41 (also described as $E\frac{1}{2}NE\frac{1}{4}$, Sec. 20; and $W\frac{1}{2}NW\frac{1}{4}$, Sec. 21)	160.00	0	C; Q	Shallow rights only**
[redacted] William J. McGinnis et al	28N - 113W	21	Tr. 42	40.00	0	C; Q	Shallow rights only**
E-[redacted]09	28N - 113W	33	Lots 1,2,3, $SW\frac{1}{4}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}$	300.50	6	C; Q	Shallow rights only**
		33	Lot 4, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	371.11	0	C; Q	Shallow rights only**
		33	Lots 1,2,3,4, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$				
		34	Lot 1, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	671.61	0	C; Q	Deep rights only***
Myron Edgar [redacted] Mills & Lilly [redacted] Mills	28N - 113W	22 & 23	Tr. 44 (also described as $SE\frac{1}{4}SE\frac{1}{4}$, Sec. 22; and $E\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Sec. 23)	160.00	0	C; Q	
[redacted]07671A	27N - 113W	8	$SE\frac{1}{4}$	160.00	$2\frac{1}{2}$	C; Q	Deep rights only***
E-07671B	27N - 113W	8	$N\frac{1}{2}$, $SW\frac{1}{4}$	480.00	$3\frac{1}{2}$*	C; Q	Deep rights only***

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-09561A	27N - 113W	17	$NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$	240.00	3.92	Y; C; Q	Deep rights only***
		17	$NE\frac{1}{4}SW\frac{1}{4}$	200.00	1.79	C; Q	Deep rights only***
		20	$NE\frac{1}{4}$	160.00	2.29	C; Q	Deep rights only***
		17	$SE\frac{1}{4}$				
E-021978	27N - 113W	4	$SW\frac{1}{4}SW\frac{1}{4}$				
		9	$NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$	360.00	3*	C; Q	Deep rights only***
E-026191	27N - 113W	4	Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	319.85	9 on shallow 3 on deep	C; Q	Full rights
		9	$W\frac{1}{2}NE\frac{1}{4}$	80.00	3	C; Q	Deep rights only***
E-07555	27N - 113W	9	$W\frac{1}{2}SW\frac{1}{4}$	80.00	3*	C; Q	Deep rights only***
E-010270B	27N - 113W	21	$N\frac{1}{2}N\frac{1}{2}$	160.00	2.88*	C; Q	Deep rights only***
ES 0-847	27N - 113W	16	All	640.00	$2\frac{1}{2}$	C; Q	Deep rights only***
ES 0-11141	27N - 113W	36	All	640.00	0	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-020123	27N - 112W	6	Lots 1,2,3,4,5,6,7, $SE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$				100% below the base of the Mesaverde Formation
		8	$W\frac{1}{2}$				80% above the base of the Mesaverde Formation
		17	$W\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$				
		20	$NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$, Lot 6	1520.60	3	Q	
U-020123A	27N - 112W	4	$SW\frac{1}{4}SW\frac{1}{4}$				100% below the base of the Mesaverde Formation
		5	Lot 4, $S\frac{1}{2}NW\frac{1}{4}$, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$				80% above the base of the Mesaverde Formation
		8	$W\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}$				
		9	$SW\frac{1}{4}SW\frac{1}{4}$				
		17	$SE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$				
		20	$W\frac{1}{2}NE\frac{1}{4}$	999.78	3	Q	
U-025107	27N - 112W	30	Lots 3,4,7,8, $NE\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}E\frac{1}{2}$	302.50	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025107A	27N - 112W	31	Lots 1,2,5,6,7,8,11,12, $NW\frac{1}{4}NE\frac{1}{4}$	153.52	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-025110	27N - 112W	30	Lots 1,2,5,6, $E\frac{1}{2}W\frac{1}{2}$	259.08	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
	26N - 113W	2	Lot 1	34.16	3	Q	100% below the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
-025410A	27N - 112W	31	Lots 3,4,9,10, $E\frac{1}{2}W\frac{1}{2}$, $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$	373.91	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
-025440	27N - 112W	7 18	$E\frac{1}{2}$ $E\frac{1}{2}$	640.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
-025440A	27N - 112W	19	$E\frac{1}{2}$	320.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
-039910	27N - 112W	4 5	Lot 2 Lot 3, $NE\frac{1}{4}SE\frac{1}{4}$	119.38	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
-039913	28N - 112W	33	$N\frac{1}{2}$, $SE\frac{1}{4}$	480.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
042501	27N - 112W	4	$N\frac{1}{2}SW\frac{1}{4}$	80.00	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
-57	27N - 112W	7 18	Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$ Lots 1,2,3,4, $E\frac{1}{2}W\frac{1}{2}$	553.65	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
U-05751A	27N - 112W	19	Lots 1,2,3,4, E½W½	263.89	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-05958A	27N - 112W	30	That portion of the bed of the Green River that is riparian to Lots 3,4, 7,8	17.50	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-05958A	27N - 112W	31	That portion of the bed of the Green River that is riparian to Lots 1,2, 5,6,7,8,11, 12	46.48	3	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-11142	28N - 113W	36	N½, SE¼, E½SW¼ (part of Resurvey Tr. 54)	629.00	0	Q	100% below the base of the Mesaverde Formation 80% above the base of the Mesaverde Formation
U-20810	28N - 113W	36	W½SW¼ (part of Resurvey Tr. 54)	90.00	20	Q	100% working interest
U-022929A	27N - 112W	33	NW¼	160.00	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
U-022930A	26N - 112W	10 15	All All	1280.00	2	C; Q	75% below the base of the Mesaverde Formation 62.5% above the base of the Mesaverde Formation
U-036663	29N - 112W	17	E½, E½W½, SW¼NW¼	520.00	3	C; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-0125392	29N - 112W	18	W½SE¼, E½SW¼, SE¼NE¼, Lots 3, 4				
		19	Lot 1, NE¼NW¼, NW¼NE¼	318.44	3	C; Q	
Beneficial Oil Co.	27N - 112W	20	Lots 1,2,5, NE¼NE¼, NW¼SE¼				
		21	Lots 2,3,4,5,6, NW¼NW¼	316.18	0	Q	50% working interest
E-021741	28N - 113W	4	SE¼, NW¼SW¼, Lots 1-12 incl.				
	27N - 113W	28	SE¼SW¼, SW¼SE¼				
		29	SE¼NE¼				
		32	W½SE¼, N½NE¼, SW¼NE¼				
		33	NW¼NE¼, S½NE¼, SE¼, NW¼	1433.84	5	F; Q	
E-021743	27N - 113W	33	N½SW¼	80.00	5	F; Q	
John E. & Mary Marx	26N - 112W	6	E½SW¼, Lot 10				
		7	Lot 1, NE¼NW¼	158.90	5	Z; Q	
Augusta B. Marx Cyril & Dorise Housley	26N - 112W	7	Lots 2,4, SE¼NW¼, NE¼SW¼, NW¼SE¼	159.60	5	Z; Q	
State Highway Commission	26N - 112W	6	A portion of State Highway 189	108.14	5	Z; Q	
Guy & Dorothy L. Decker	26N - 112W	6	A portion of SE¼	5.007	5	Z; Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-047799	26N - 113W	26	Lot 5	4.87	5	Z; Q	
A. L. Mahaffey	26N - 112W	6	A portion of the $SW\frac{1}{4}SE\frac{1}{4}$	2.00	5	Z; Q	
				20.97	5	Z; Q	50% working interest
Patrick J. Quealy Joseph A. & Bessie B. Minton	27N - 113W	28	$SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$	120.00	$2\frac{1}{2}$	Q	Deep rights only***
Bank of Paullina Joseph A. & Bessie B. Minton	27N - 113W	28	$NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$	160.00	$5\frac{1}{2}$	Q	Deep rights only***
George E. & Marie C. Yeaman	26N - 112W	7	$W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NE\frac{1}{4}$, Lot 3	160.08	0	Q	
William J. & Mamie McGinnis Bank of Paullina Newt Sims	26N - 112W	7 17 18 19 20 21	$E\frac{1}{2}SE\frac{1}{4}$, $SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ Lots 2,3,4, $W\frac{1}{2}$, $SE\frac{1}{4}$ $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$, Lot 4 Lots 1,2,3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$ $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$	2243.93	5	Z; Q	
Newt Sims	26N - 112W	21	Lots 2,3,6	75.83	5	Z; Q	
W-059585	27N - 112W	9 20	Lots 2,3 Lots 3,4	42.04	3	Q	

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
E-021954	27N - 111W	15	$S\frac{1}{2}$				
		21	$E\frac{1}{2}$, $S\frac{1}{2}SW\frac{1}{4}$				
		22	$W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$				
		28	All				
		29	Lots 1,2,3,7,9,10,11, 12,13,14,16,17,18,19,20	2416.95	5	Q	50% working interest
Babe & Esther Probasco	26N - 112W	6	A portion of the $SW\frac{1}{4}SE\frac{1}{4}$	18.00	5	Z; Q	50% working interest
Lincoln County Town of LaBarge	26N - 112W	6	Lots, Street & Alleys in the town of LaBarge	18.02	5	Z; Q	
Howard A. Mahaffey	26N - 112W	6	A portion of the $SW\frac{1}{4}$	1.00	5	Z; Q	50% working interest
053452	27N - 112W	4	Lots 3,4, $S\frac{1}{2}NW\frac{1}{4}$				
		5	Lots 1,2, $S\frac{1}{2}NE\frac{1}{4}$				
	28N - 112W	33	$SW\frac{1}{4}$	478.55	$2\frac{1}{4}$	Q	
W-05749	27N - 112W	10	Lot 1, $NE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$				
		11	$N\frac{1}{2}$				
		12	$S\frac{1}{2}N\frac{1}{2}$, $SE\frac{1}{4}$				
		13	$E\frac{1}{2}$	1104.26	3	Q	

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]-039910A	27N - 112W	1	$S\frac{1}{2}$				
		2	Lot 8, $NE\frac{1}{4}SW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$				
		3	Lots 1,6,7,10,11				
		12	$N\frac{1}{2}N\frac{1}{2}$	912.90	5	Q	
[redacted]-066702	27N - 112W	10	Lots 4,5	57.81	3	Q	
[redacted]-[redacted]781	27N - 113W	35	$E\frac{1}{2}$	320.00	.875		50% to top of the Hilliard Formation
					20.875		100% to top of the Nugget Formation
[redacted]-[redacted]2846	26N - 113W	1	All of original Section (Pt. Resruvey Lot 37)	656.71	22½		100% below top of the Hilliard Formation
[redacted]-[redacted]7680	27N - 113W	4	Lots 2,3, $SW\frac{1}{4}NE\frac{1}{4}$	120.10	20.875 on deep 26.875 on shallow	Q	Full operating rights
[redacted]-[redacted]4935	26N - 112W	5	Lots 5,6	23.55	0	Q	25% above the base of the Mesaverde Formation 50% below the base of the Mesaverde Formation
[redacted]-022931	26N - 112W	5	Lots 4,7,10,11,13, $SW\frac{1}{4}SE\frac{1}{4}$	608.78	1*	Q	25% above the base of the Mesaverde Formation
		8	Lots 1,2,4,5,6,7,11, $W\frac{1}{2}NE\frac{1}{4}$				
	27N - [redacted]12W	29	Lots 2,3,4,5,6,8,9,10,11,12				50% below the base of the Mesaverde Formation

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Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
B-023313	26N - 112W	6	SW¼NE¼	40.00	13-3/4		100% Bear River & Frontier Formations only
B-023313C	26N - 112W	6	SE¼NW¼	40.00	13-3/4		100% Bear River & Frontier Formations only
W-052064	26N - 112W	7	Lot 5	76.09	13-3/4		100% Bear River & Frontier Formations only
W-052065	26N - 112W	6	Lots 1,2,3,4,5,6,7,9	209.85	13-3/4		100% Bear River & Frontier Formations only
W-052066	26N - 112W	19 29 30	Lot 4 SW¼, SW¼NW¼ Lots 1,2,3,4, E½W½, E½ (All)	764.29	13-3/4		100% Bear River & Frontier Formations only
W-066369	26N - 113W	15	S½	320.00	5		
W-066370	26N - 113W	22	NW¼NE¼, N½NW¼, SW¼NW¼, NW¼SW¼	200.00	5		
W-073951	26N - 113W	10 15	S½NE¼ S½N½	240.00	2½		

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]	26N - 113W	12	All	657.64	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[redacted]11136	26N - 113W	24	N½NW¼ (Lot 38), NW¼SW¼ (Lot 40)	203.74	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[redacted]0137	26N - 113W	24	S½NW¼	163.05	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[redacted]6	26N - 113W	13	All	665.84	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[redacted]793	26N - 113W	14 22 23 26	SE¼NW¼, SW¼ E½NE¼, SW¼NE¼, SE¼NW¼ Lots 1,2,3,4, N½NW¼ Lots 1,2,3,4	598.70	4	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[redacted]3605[illegible]	27N - 113W	27	NW¼NE¼	40.00	4	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[redacted]0227[illegible]	26N - 113W	22	NE¼SW¼, SE¼	200.00	5	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
[redacted]-052067	26N - 112W	17	All of the bed of the Green River lying Sec. 17 of said Township, between the mean high marks thereof, excepting that portion of said riverbed which lies riparian to privately owned lands patented without reservation of Oil and Gas to the USA	10.41	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
[redacted]-07798E	26N - 113W	2	Lot 4				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		10	SE¼				
		11	Lots 1,2,3,4, W½NE¼, N½NW¼, SE¼NW¼, SW¼, W½SE¼				
		14	Lots 1,2, W½NE¼, N½NW¼, SW¼NW¼, W½SE¼				
		15	N½N½	1270.64	3	Q	
Selmar G. Larson	26N - 113W		All of Lot 41 - Resurvey	618.07	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
George D. & Verna C. Eubank	26N - 112W	19	SE¼SW¼				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation This lease covers 1/4 mineral interest only
		20	S½S½				
		29	N½N½, S½NE¼, SE¼NW¼, SE¼	720.00	20 reducible	Q	
[redacted]-050961	26N - 112W	6	Lands covering all of the bed of the Green River riparian to Lot 6 between the Mean high water marks thereof excepting that portion of said river bed which lies riparian to Lot 7 of Sec. 6. Said lands being only that (cont. on the following page)				50% above the base of the Mesaverde Formation 100% below the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
W-050961 (cont.)			portion of the bed of the Green River appurtenant to Lot 6, T26N-R112W	1.075	0	Q	
W-049959	26N - 112W	6	That portion of the bed of the Green River riparian to Lot 7	4.53	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
WS 0-21700	26N - 113W	22	S½SW¼	80.00	5	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
E-024549A	26N - 112W	5	That part of the Green River riparian to Lots 4,5,6,7,10, 11,13				100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
		8	That part of the Green River riparian to Lots 1,2,4,5,6, 7,11	93.00	3	Q	
Athol L. & Nellie Mae Stotts Kenneth Bartlett Mary Maxine Delaney et al Florence Vickrey et al	27N - 112W	29	Lots 1,6, S½NE¼	164.44	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

Lease Number	Twp. & Rge.	Section	Description	Total Acreage	% ORR	Subject to Prod. Payment	Remarks
William J. & Mamie McGinnis	26N - 112W	8	Lots 8,9,10, $SW\frac{1}{4}SW\frac{1}{4}$	125.82	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
-039163	27N - 112W	29	That portion of the bed of the Green River that is riparian to Lots 2,3, 4,5,8,9,10,11,12	119.89	3	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation
elmer G. Larson	26N - 112W	8	Lots 8,9,10, $SW\frac{1}{4}SW\frac{1}{4}$	125.82	0	Q	100% below the base of the Mesaverde Formation 50% above the base of the Mesaverde Formation

* Overriding royalty as indicated denotes that U.S. Government royalty for the subject lease is subject to increase if average production per well per day exceeds 5,000 MCF of gas or 50 barrels of oil (for leases Evanston 021978 and 07555), and, for lease Evanston 07671B, if average production per day exceeds 3,000 MCF of gas or if average production per day per well exceeds 20 barrels of oil.

** Shallow rights as indicated refer to interest in zones from the surface down to 1500 feet above the top of the Frontier formation.

*** Deep rights as indicated refer to interest in zones below 1500 feet above the top of the Frontier formation.

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

GPR GPR refers to Gas Purchase Rights.

ORR ORR refers to Overriding Royalty.

Y Y denotes that subject operating rights are subject to a production payment, in the original sum of $75,000.00, payable out of two and one-half (2-1/2%) percent of production from these operating rights and other operating rights subject thereto.

C C signifies lands subject to a production payment previously conveyed to Bright Star Foundation, Inc. on July 5, 1960, in the original sum of Three Million ($3,000,000.00) Dollars Primary Amount, plus a Secondary Amount equal to Five and five eights (5-5/8%) percent per annum on the outstanding balances of the Primary Amount, from time to time remaining unpaid payable (i) from the effective date of the conveyance to and including April 30, 1961, out of Two (2%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties; (ii) from and after May 1, 1961, until such production payment has been satisfied, Twenty (20%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties.

Prior Liens The East LaBarge #5 Well, the Chimney Butte Wells #4,5,6,7,10,12,13, and the C-22Well and approximately 320 acres surrounding each of these wells are subject to a first and Prior Lien previously created, to El Paso Natural Gas Company, upon 50% of Belco Petroleum Corporation's interest in these wells. El Paso Natural Gas Company is entitled to 50% of Belco Petroleum Corporation's (cont. on the following page)

share of the gross proceeds from these wells until such time as repayment has been made for advance made by El Paso Natural Gas Company in accordance with a Gas Purchase Agreement dated November 14, 1957, by and between El Paso Natural Gas Company as Buyer and Belco Petroleum Corporation as Seller

F — F signifies lands subject to a Production Payment previously reserved by Vaughn B. Connelly by instrument dated August 7, 1957, in the original sum of Six hundred thousand ($600,000.00) dollars Primary Amount 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 from September 1, 1957, payable out of seventy (70%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties.

Z — Z signifies lands subject to a Production Payment previously reserved by Carl-Pat Company in the amount of five (5%) percent of all oil and gas produced, saved and marketed from such properties until the sum of One hundred ($100.00) dollars per acre multiplied by the number of acres set forth in accordance with the Agreement dated May 16, 1957, between Carl-Pat Company and Belco Petroleum Corporation has been received.

Q — Q signfies lands subject to a Production Payment previously conveyed to Bright Star Foundation, Inc. on January 10, 1961, in the original sum of Three Million ($3,000,000.00) Dollars Primary Amount, plus a Secondary Amount equal to Five and one-fourth (5-1/4%) percent per annum on the outstanding balances of the Primary Amount, from time to time remaining unpaid, payable (i) from the effective date of that conveyance to and including October 31, 1961, out of Two (2%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties; (ii) from and after November 1, 1961, until such Production Payment has been satisfied, Twenty (20%) percent of all (8/8) oil and gas in and under and that may be produced, saved and marketed from such properties.

238597

RECORDED September 11 19 92 - 20 P M
IN BOOK 89 Misc Records PAGE 370.
FEES $ 18.00 Mary L. Lindford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

- OIL AND GAS LEASE by Bethany A. Higgins

("A" FORM)

THIS INDENTURE OF LEASE entered into in triplicate this 16th day of June, A. D. 193 6, by and between the STATE OF WYOMING, acting by and through its Board of Land Commissioners, party of the first part, hereinafter called the lessor, and JOSEPH A. MINTON

party of the second part, hereinafter called the lessee.

SEC. 1. PURPOSES. That the lessor, in consideration of the rents and royalties to be paid and the covenants and agreements hereinafter contained and to be performed by the lessee, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove and dispose of all of the oil and gas and other kindred hydrocarbon deposits (the term "gas" as used in this section shall be interpreted to include natural gas, casinghead gas, casinghead gasoline, drip gasoline and natural-gas gasoline extracted from natural gas) in or under the following described land, to-wit:

LEA ~~0-64~~ J
ACRES DESCRIPTION SEC. TWP. RGE.
640 ALL 16 27 113

SUBLETTE COUNTY

consisting of 640.00 acres more or less, together with the right to construct and maintain thereon all works, buildings, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, subject, however, to the conditions hereinafter set forth.

SEC. 2. TERM OF LEASE. This lease, unless terminated at an earlier date as hereinafter provided, shall remain in force and effect for a term of ten (10) years from and after the date hereof (expiring at midnight on the 15th day of June, A. D. 1946). Extended for full life of north Lance Unit [illegible] 1945) by [illegible] February 7, 1946.

SEC. 3. In consideration of the foregoing the LESSEE COVENANTS AND AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum of Ten Dollars ($ 10.00), conditioned upon the payment of all moneys, rentals and royalties accruing to the lessor under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the Rules and Regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands, the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide, upon commencement of actual drilling and/or at the time of the discovery of oil and/or gas.

(b) PAYMENTS. To make all payments accruing hereunder to the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming.

(c) RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of 25¢ per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of FIVE HUNDRED ($ 500.00) unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

(d) ROYALTIES. To pay the following royalties on all oil, gas, natural gasoline, and/or other kindred hydrocarbons produced from the lands herein leased, in kind or in value at the option of the lessor.

ON OIL: On all oil produced and saved Twelve and one-half (12½%) per cent.

ON GAS: On all gas produced and marketed from the property Twelve and one-half (12½%) per cent.

ON NATURAL GASOLINE: Twelve and one-half percent (12½%) of Thirty-three and one-third (33 1/3%) per cent of the amount or value of the natural gasoline extracted and/or recovered and marketed.

ON OTHER KINDRED HYDROCARBONS: On all other hydrocarbons of value produced and/or extracted, including propane and butane, at such royalty as shall be mutually determined to be fair and reasonable.

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

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

Natural gas actually used for operating purposes upon the land and gas returned to said land for stimulating the production of oil shall be royalty free.

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

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

The free storage of oil as agreed upon by the last above paragraph, to apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all oil and/or gas produced from said lands in a manner approved by the lessor and according to the Rules and Regulations promulgated by the Commissioner of Public Lands, and report said production to the lessor in accordance therewith.

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

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities and temperatures of all oil run from the land herein leased and with monthly reports showing the month, year, amount and price at which all gas and/or natural-gas gasoline produced from the land herein leased were sold.

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

(h) DEVELOPMENT PRIOR TO DISCOVERY. Within two years from the effective date of this lease, and beginning on or before the 16th day of June, A. D. 19 39, to erect on the leased premises a good and sufficient drilling rig and equipment and commence the actual drilling of a well to properly test the structure; provided, that the lessor may, upon proper application by the lessee in writing, made prior to the expiration of the aforesaid date, grant relief from the above drilling requirements in such manner and for such period of time as conditions may warrant, and which appear to be to the best interests of the State; provided further, however, that, should oil or gas be discovered or produced on lands adjoining or upon the same geologic structure on which the leased lands are situated, the lessor reserves the right to require the commencement of a well within a certain specified time, which shall be not less than ninety days after notification. [illegible]

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

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

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

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

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

To make such other reports pertaining to the production and operations by the lessee on said land as may be called for by the lessor.

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

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

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

(n) STATUTORY REQUIREMENTS AND REGULATIONS. To comply with all valid State statutory requirements and valid regulations thereunder.

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

All over-riding royalties to be valid must have the approval of the Board and be recorded with the lease. The Board reserves the right of disepproval of such over-riding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

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

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

(q) REGULATIONS. To conduct all operations under this lease in accordance with the valid Rules and Regulations governing the production of oil and gas, approved by the lessor.

SEC. 4. THE LESSOR EXPRESSLY RESERVES:

(a) DISPOSITION OF SURFACE. The right to lease, sell or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, or in accordance with the Rules of the Board of Land Commissioners, insofar as the surface is not necessary for the use of the lessee in the extraction and removal of the oil and gas therein.

(b) RIGHTS OF WAY AND EASEMENTS. From the operation of this lease all lands heretofore granted for Rights of Way and Easements and reserves the right to grant such other Rights of Way and Easements as provided by the Statutes of the State of Wyoming, as long as such Rights of Way and Easements do not conflict with the operations for oil and gas on the land herein leased.

(c) The right, upon application of the lessee for the inclusion of the herein leased lands in a unit or co-operative plan of development, to establish, alter, change, or revoke the drilling, producing, and royalty requirements to conform therewith.

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

SEC. 5. APPRAISAL OF IMPROVEMENTS. Upon the expiration of this lease or earlier termination thereof pursuant to surrender or forfeiture, or if said land shall be leased to another other than the owner of the improvements thereon, the lessee agrees that the improvements shall be disposed of pursuant to Section 804, Chapter 91, Wyoming Revised Statutes of 1931, and amendments thereto.

SEC. 6. FORFEITURE CLAUSE. In the event that the lessee shall have procured this lease through fraud, misrepresentation or deceit, then and in that event this agreement, at the option of the lessor, shall cease and terminate and shall become ipso facto null and void, and all improvements upon said land or premises under the terms of this lease shall forfeit to and become the property of the State of Wyoming, and/or in the event that the lessee shall fail to make payments of rentals and royalties as herein provided, or make default in the performance or observance of any of the terms, covenants and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default, either by personal service or by registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof; but these provisions shall not be construed to prevent the exercise by the lessor/any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

SEC. 7. SURRENDER. Upon the further consideration and payment of $10 and payment of the filing and recording fees, the lessee may upon sixty (60) days notice in writing to the lessor, surrender the lease or any legal subdivision thereof, providing all obligations under the terms of this lease at the date of the relinquishment have been fully complied with by the lessee. The abandonment of any and all wells on the relinquished property shall be subject to mutual agreement.

SEC. 8. HEIRS AND SUCCESSORS IN INTEREST. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

SEC. 9. This lease is issued by virtue of and under the authority conferred by Chapter 91, Wyoming Revised Statutes, 1931, and is accepted by the lessee subject thereto.

IN WITNESS WHEREOF, the said lessor has caused these presents to be signed by the Governor, President of the Board of Land Commissioners, countersigned by the Commissioner of Public Lands, Secretary of the Board of Land Commissioners, and the seal of the Board to be affixed, and the lessee has caused these presents to be signed and sealed in the manner following:

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

Witness

By Governor-President, Board of Land Commissioners

Thalia Lapsley
Witness

COUNTERSIGNED:

Commissioner of Public Lands - Secretary

Bessie B Minton
Witness

LESSEE:

Jos. T. Minton

CERTIFICATE
I Certify that this is a True and Comparative copy of the Official Record on file in the Wyoming State Land Office.
8/21/92
Date
Director State Land and Farm Loan Office

APPROVED AS TO FORM AND EXECUTION
[illegible] 19[illegible]
RAY [illegible] Attorney General,
By
Deputy Attorney General

Form approved by the Board: June 5, 1936
~~Executed~~ lease and bond approved Board: June 17, 1936
Executed lease and bond approved by Attorney General: August 4, 1936
Examined: [illegible]

TP [redacted]

[redacted]ND GAS UPON STATE LAND UND[redacted]PROSPECTING AND OPERATING LEAS[redacted]

The Board of Land Commissioners, being vested by the Constitution of the State of Wyoming with the direction, control, disposition and care of all land belonging to the State, and by Statute authorized to lease upon a royalty basis any state or school land containing coal, oil or other minerals and to make and establish Rules and Regulations covering the conduct of development and mining operations to be carried on under such leases, adopts the following Rules and Regulations:

(1) All Oil and Gas Prospecting and Operating leases issued by the Board of Land Commissioners shall retain sufficient power and authority in the Board to enable it to enforce the terms of such leases and the Rules and Regulations adopted by it.

(2) All Rules and Regulations promulgated and adopted by the Board of Land Commissioners, and the power of supervision retained in all prospecting and operating leases, shall be enforced and exercised by the Board itself through the Commissioner of Public Lands, its executive officer.

(3) Under the general supervision of the Commissioner of Public Lands, all matters pertaining to drilling and producing operations shall be under the direct supervision of the State Mineral Supervisor and his representatives.

(4) All applications and reports by the lessee, pertaining to the drilling and producing operations upon state land shall be made in duplicate; one copy shall be filed with the State Mineral Supervisor, Casper, Wyoming, and the other copy shall be filed with the Commissioner of Public Lands, Capitol Building, Cheyenne, Wyoming. The State Mineral Supervisor shall file with the Commissioner of Public Lands a copy of all permits, orders and reports of inspection pertaining to the drilling and producing operations upon state land.

(5) Under the general supervision of the Commissioner of Public Lands, all matters pertaining to the handling or gauging of oil and gas produced from state land shall be under the direct supervision of the State Mineral Supervisor, and all reports (with the exception of run tickets) shall be made in duplicate; one copy shall be filed with the Commissioner of Public Lands and the other copy shall be filed with the State Mineral Supervisor. All orders and requests made by the State Mineral Supervisor affecting the gauging and handling of oil and gas shall be made in duplicate, and a copy filed with the Commissioner of Public Lands.

(6) Except as hereinbefore and hereinafter specially provided, modified and amended, the Board of Land Commissioners hereby adopts the Operating Regulations governing the production of oil and gas upon government land, promulgated by the Secretary of the Interior and in force on the date hereof, insofar as they are applicable under the prospecting and operating leases issued by the Board of Land Commissioners.

(7) For the purpose of determining the producing capacity of oil wells under the sliding schedule, contained in the approved form of oil and gas leases issued by the Board of Land Commissioners, tests shall be made under the supervision of the State Mineral Supervisor in the manner approved by him.

(8) No relief measures contained in the operating regulations issued by the Secretary of the Interior shall be applicable unless application in individual cases be filed with the Commissioner of Public Lands and approved by the Board of Land Commissioners.

(9) The lessee must immediately obey all orders intended to carry out the terms and spirit of these Regulations, whether issued directly by the Commissioner of Public Lands or by the State Mineral Supervisor, or through their representatives, or sent to the lessee or his agent by ordinary mail; but any such order after being put into effect by the lessee, if issued by the State Mineral Supervisor or his representatives, shall be subject to review by the Commissioner of Public Lands and his decision thereupon, as well as orders issued directly by him shall be subject to review by the Board of Land Commissioners upon appeal filed by the lessee with the Commissioner within thirty (30) days after the date of such decision or order. In all cases the decision of the Board of Land Commissioners shall be final.

(Approved by the Board of Land Commissioners May 2,1933)

-112
1-33 Examined:

STATE OF WYOMING

COUNTY OF SUBLETTE

239652 377

RECORDED September 17 19 92 3:30 P.M.
IN BOOK 89 Misc 1 & 2 PAGE 377
FEES $ 22.00 Mary A. Lindford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Nissen

assignment to Forcenergy Offshore, Inc. Book 91 Misc Pg. 273

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of May 1, 1992 at 7:00 a.m., Mountain Daylight Savings Time (the "Effective Time"), is from APACHE CORPORATION, a Delaware corporation, APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership, and MW PETROLEUM CORPORATION, a Colorado corporation all with an address at Suite 100, One Post Oak Central, 2000 Post Oak Blvd., Houston, Texas (collectively "Assignor"), and FORCENERGY OFFSHORE, INC., a Florida corporation, with an address at 2730 S.W. 3rd, #800, Miami, Florida 33129 ("Assignee").

FOR $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the following (all of which are herein called the "Interests"), subject to the reservations set forth below:

1. The oil and gas wells described in Exhibit A-I hereto (the "Wells"), together with all oil, gas and mineral production from the Wells and all equipment and machinery associated therewith;

2. The leasehold estates created by the leases, licenses, permits and other agreements described in Exhibit A, INSOFAR BUT ONLY INSOFAR as they cover and relate to the land (the "Land") described in Exhibit A (the leasehold estates insofar as they cover the Land are called the "Leases"); together with all overriding royalty interests, production payments and other payments described in Exhibit A out of or measured by the value of oil and gas production;

3. All the property and rights incident to the Wells, the Land and the Leases, including, to the extent transferable, all agreements, product purchase and sale contracts, surface leases, gas gathering contracts, salt water disposal leases and wells, processing agreements, compression agreements, equipment leases, permits, gathering lines, rights-of-way, easements, licenses, farmouts and farmins, options, orders, pooling, spacing or consolidation agreements, unit agreements, operating agreements and all other agreements relating thereto excluding, however, gas transportation agreements; and

4. All of the personal property, fixtures and improvements as of the Effective Time appurtenant to the Wells, or the Leases or used or obtained in connection with the operation of the Wells, or the Leases or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto.

TO HAVE AND TO HOLD the Interests unto Assignee and its successors and assigns forever subject to the reservation described below; provided, however, that THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.

This Assignment is expressly made and accepted subject to those terms and conditions of the Purchase and Sale Agreement dated July 2, 1992, as amended between Assignor and Assignee (the "Purchase and Sale Agreement") that survive the Closing (as defined therein) and Assignee hereby covenants to impose upon its assigns and require its assigns to impose upon their successive assigns, the obligation to make any assignment of an interest in the Interests, or any portion thereof, expressly subject to Assignor's rights and Assignee's obligations under the Purchase and Sale Agreement. In the event of any conflict or inconsistency between the provisions of this Assignment and such surviving terms and conditions, such terms and conditions shall control.

Assignor hereby reserves and excepts in favor of itself, its successors and assigns the accounts receivable and other rights set forth in Section 1.03 of the Purchase and Sale Agreement.

Assignor also hereby grants and transfers to Assignee its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title to the Interests.

Assignor reserves the right to use as much of the surface of the Properties as may be necessary in the conduct of operations on adjacent lands owned by Assignor as of the date hereof or in those zones, formations and depths not assigned to Assignee herein, provided such usage shall be exercised in such fashion as not to interfere unreasonably with Assignee's use of or unreasonably cause damage to the Properties. Assignor further reserves the right to drill through the depths, zones and formations herein assigned to Assignee (by use of well bores drilled by Assignor and not through wells conveyed hereby) in conducting such operations in the depths, zones and formations not assigned herein. To the extent such interests may be validly retained, Assignor reserves the joint right to use any easements and rights-of-way for its operations on the land covered hereby or on other adjacent lands owned by Assignor as of the date hereof, provided such usage shall be exercised in such fashion as not to interfere unreasonably with Assignee's use of or unreasonably cause damage to the Properties, easements and rights-of way; provided, further, that Assignee shall not have any affirmative duty to maintain such easements and rights of way.

The parties agree that to the extent required to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. The Interests are assigned to Assignee without recourse, covenant or warranty of any kind, express, implied or statutory except as expressly stated in the Purchase and Sale Agreement. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND

FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (d) ANY IMPLIED OR EXPRESS WARRANTY OF TITLE, OTHER THAN THE LIMITED WARRANTY TO ASSIGNEE SET FORTH ABOVE. ASSIGNOR ALSO EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AS TO THE COMPLETENESS AND ACCURACY OF ANY OF THE INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE INTERESTS BASED THEREON OR THE CONDITION OR STATE OF REPAIR OF ANY OF THE INTERESTS (IT BEING UNDERSTOOD THAT ALL RESERVE ESTIMATES ON WHICH ASSIGNEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY INDIVIDUAL EVALUATION OF ASSIGNEE) AND AS TO THE PRICES THAT ASSIGNOR OR ASSIGNEE ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE INTERESTS.

By execution and delivery hereof, Assignor and Assignee agree to be bound by the assumption and retention of obligations with respect to Interests and the indemnities provided in Articles 8 and 9 of the Purchase and Sale Agreement.

To the extent the Leases are subject to a commitment to sell any production to a purchaser under a gas purchase agreement which includes gas categorized as Section 104 or Section 106 gas under the Natural Gas Policy Act, neither Assignor nor Assignee shall initiate the Good Faith Negotiation Procedures set forth in FERC Order No. 451, et seq., in such a manner as to request or cause to be requested a price nomination for any gas subject to this assignment until such time, if at all, as the other party (in its sole discretion exercised in good faith) advises the initiating party in writing that this condition need no longer be observed.

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the counties in which the Interests are located.

Separate assignments of the Interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights to enforce covenants and warranties (if any) against Assignor's predecessors in title, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Interests conveyed herein.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, a counterpart to be recorded in a given county may contain only those portions of the Exhibits hereto that describes

[redacted] [redacted] [redacted]

property located in that county. Assignor and Assignee have each retained a counterpart of this assignment.

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

EXECUTED this 2 day of September, 1992, to be effective for all purposes as of the Effective Time.

ATTEST:

APACHE CORPORATION

James R. Bauman
Vice President

ATTEST:

APC OPERATING PARTNERSHIP L.P., by Apache Corporation, its General Partner

James R. Bauman
Vice President

ATTEST:

MW PETROLEUM CORPORATION

James R. Bauman
Vice President

FORCENERGY OFFSHORE, INC.

Stig Wennerstrom
President

ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on September 2, 1992, by James R. Bauman, Vice President of APACHE CORPORATION, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.

DEBBIE J. BALMER
Notary Public, State of Texas
My Commission Expires
MAY 21, 1996.

Debbie J. Balmer
NOTARY PUBLIC

My commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on September 2, 1992, by James R. Bauman, Vice President of APACHE CORPORATION, the general partner of APC OPERATING PARTNERSHIP L.P., a Delaware limited partnership.

Witness my hand and official seal.

DEBBIE J. BALMER
Notary Public, State of Texas
My Commission Expires
MAY 21, 1996.

Debbie J. Balmer
NOTARY PUBLIC

My commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on September 2, 1992, by James R. Bauman, Vice President of MW PETROLEUM CORPORATION, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.

DEBBIE J. BALMER
Notary Public, State of Texas
My Commission Expires
MAY 21, 1996.

Debbie J. Balmer
NOTARY PUBLIC

My commission expires: _____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me on September 2, 1992, by Stig Wennerstrom, President of FORCENERGY OFFSHORE, INC., a Florida corporation, on behalf of said corporation.

Witness my hand and official seal.

DEBBIE J. BALMER
Notary Public, State of Texas
My Commission Expires
MAY 21, 1996.

Debbie J. Balmer
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
201840	USA W-27878	DOROTHY CHORNEY	04/01/1971	04/01/1981
TRACT 01	LABARGE EAST	WY SUBLETTE		
T 27 N R 112 W SEC 1		160.000		
	FIGURE FOUR FEDERAL 1-1			
SE/4				
TRACT 02	LABARGE EAST	WY SUBLETTE		
T 27 N R 112 W SEC 12		80.000		
	FIGURE FOUR CANYON #2-12			
N/2NE/4				
20701	USA W-54914	RAINBOW RESOURCES INC	06/01/1976	06/01/1981
TRACT 01	BIRD CANYON PROSPECT	WY SUBLETTE	BK 54 PG 368	
T 27 N R 112 W SEC 23		160.000		
	FEDERAL #2-23			
NW/4				
SURF TO 8693'				
TRACT 02	BIRD CANYON PROSPECT	WY SUBLETTE	BK 54 PG 368	
T 27 N R 112 W SEC 23		160.000		
	FEDERAL #1-23			
SW/4				
SURF TO 8693'				
20703	USA W-61473	RAINBOW RESOURCES	01/01/1978	01/01/1983
TRACT 01	BIRD CANYON PROSPECT	WY SUBLETTE		
T 27 N R 112 W SEC 23		80.000		
	FEDERAL #1-23			
S/2SE/4				
TRACT 02	BIRD CANYON PROSPECT	WY SUBLETTE		
T 27 N R 112 W SEC 24		120.000		
SE/4NW/4, E/2SW/4				

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EXHIBIT "A"

LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	EXPIRE DTE	RECORDED
20704	USA W-58384		R W ROBBINS			04/01/1977	04/01/1987	
TRACT 01		BIRD CANYON PROSPECT		WY SUBLETTE				BK 54 PG 566
T 27 N R 112 W					160.000			
SEC 23								
		FEDERAL #2-23						
NE/4								
TRACT 02		BIRD CANYON PROSPECT		WY SUBLETTE				BK 54 PG 566
T 27 N R 112 W					80.000			
SEC 23								
		FEDERAL #1-23						
N/2SE/4								
20702	USA W-54913		RAINBOW RESOURCES			06/01/1976	06/01/1983	
TRACT 01		BIRD CANYON PROSPECT		WY SUBLETTE				BK 54 PG 375
T 27 N R 112 W					320.000			
SEC 14								
		FEDERAL #3-14						
S/2								
SURF TO 8978'								
18016	USA W-0320797		MARGARET E ALLEN			12/01/1965	10/19/1989	
TRACT 02		SUGAR LOAF PROSPECT		WY SUBLETTE				
T 27 N R 110 W					120.00			
SEC 23								
E/2SE/4								
SEC 26								
		JEFFERSON UNIT						
NE/4NE/4								

EXHIBIT A-1 385

Well Name	St	County	Field	Legal Description
Figure Four Federal #2-12	WY	Sublette	Big Piney	NE12027N112W
Figure Four Federal #1-1	WY	Sublette	Big Piney	SE01027N112W
Federal #1-23	WY	Sublette	Bird Canyon	SE23027N112W
Federal #2-23	WY	Sublette	Bird Canyon	23027N112W
Federal #3-14	WY	Sublette	Bird Canyon	SE14027N112W
Jefferson Federal #20-24	WY	Sublette	Sugarloaf	SW24027N110W

[redacted] LEASE FOR OIL AND GAS O[redacted]THERMAL RESOURCES

[redacted]

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

WYW-113672

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

✓ Presidio Exploration, Inc.
5613 DTC Parkway, Suite 800
Englewood, CO 80111-3035

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.

s 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	
itional 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 30 North, Range 114 West ection 13: All ection 14: E/2NE/4 ection 24: NE/4, NE/4NW/4 ection 25: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4 ection 26: All ection 35: NE/4, N/2NW/4, SE/4NW/4, N/2SE/4, SE/4SE/4, NE/4SW/4	12.5%	12.5%	-0-	-0-	9.5% of 50%

ontaining 2360.00 acres, more or less
ublette County, Wyoming

limited from the surface to the stratigraphic quivalent of 4310 feet subsurface as encountered n the Apache Corporation #1-14 Vernon Johnson well ocated in the SE/4SW/4 Section 14-30N-114W, ublette County, Wyoming.

238665

RECORDED September 18 1992 10:50 A M
IN BOOK 89 PAGE 386
FEES $ 10.00 Mary L. Lufkin COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Bethany A. Wiggins

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective JUN 0 1 1992

/s/ Florence R. Speltz
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

JUN 0 2 1992
(Date)

FOR ASSIGNEE

Tear

PART C: GENERAL INSTRUCTIONS

Tear

Transferor/Transferee(s) must complete Parts A1 and A2 and Part B. All parties o 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.

5000343/6502231

This information is being collected pursuant to the law.

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

Response to this request is required to obtain benefit.

OTICE

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

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

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

Tear

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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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

ecuted this 28th day of February, 19 92

me of Transferor Prima Oil & Gas Company
Please type or print

ansferor
or
orney-in-fact (Signature)
G. Walter Lunsford
1801 Broadway, Suite 500
(Transferor's Address)
Denver, CO 80202
(City) (State) (Zip Code)

Executed this 23rd day of April, 19 92

Presidio Exploration, Inc.

Transferee BY
or (Signature)
Attorney-in-fact ED KERR, Attorney in Fact
(Signature)

[redacted] [redacted] [redacted]

e 43 U.S.C. Sec. 1001 [illegible]

Additional Assignor

Global Natural Resources Corporation of Nevada
5300 Memorial Drive, Suite 800
Houston, TX 77210

[redacted] ICK
(Signature)
Wm. Allan Smith - Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 28th day of February, 1992, before, 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:

April 16, 1995

NOTARY PUBLIC
Elaine Semm
1801 Broadway, Suite 500
Denver, CO 80202

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 16th day of MARCH, 1992, before, the 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

SHARON A. DIVIN
NOTARY PUBLIC
State of Texas
Comm. Exp. 10-03-95

50133-000
N. LaBarge

389

816480

WHEREAS, on the 23rd day of June, 1959 an operating agreement was entered into by and between WESTERN OIL REFINING COMPANY and BELFER NATURAL GAS COMPANY covering all rights below the depth of 9,500 feet above the top of the Frontier formation with respect to the hereinafter described lands, which said agreement was recorded in Book 10 O&G Page 315 of Sublette County, Wyoming, on November 10, 1954

FILED
LAND OFFICE
SEP 28 1959
Evanston 010270B

Federal Oil and Gas Lease

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

Sec. 21: N½N½

160.00 acres

SUBJECT TO MORTGAGE(S) AI
SUBJECT TO PRODUCTION PAYMEN
PER ATTACHED RIDER

WHEREAS, by [illegible] WESTERN OIL REFINING COMPANY assigned all its title and interest in and to the aforementioned operating agreement and the rights granted thereby to WESTERN OIL REFINING COMPANY.

NOW, THEREFORE, in consideration of ten dollars ($10.00) and other valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", BELFER NATURAL GAS COMPANY does hereby bargain, sell, transfer and convey unto WESTERN OIL REFINING COMPANY all of its rights, title and interest to said operating agreement from WESTERN OIL REFINING COMPANY, with respect 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 executed this instrument this 28 day of SEP 28 1959

WITNESS:

Jack Saliz

BELFER NATURAL GAS COMPANY

Lawrence Ruben

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

On the 28 day of SEP 28 1959, before me personally came 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 Partnership 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 uses as specified therein

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

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

238720

RECORDED Sept. 23 19 92 3:55 PM
IN BOOK 89 Misc. PAGE 389
FEES $ 6.00 COUNTY CLERK
[redacted] SUBLETTE COUNTY, PINEDALE, [redacted]NG

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 17 1992
BUREAU OF LAND MANAGEMENT
[redacted]

Form 3106-14
(March 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 MAY 24 AM 9 30

50316-000
Figure Four
Canyon

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

CHEYENNE, WYOMING

GLN 4-12218-00

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W27878

Lease effective date
April 1, 1971

PART I

1. Assignee's Name

Belco Petroleum Corporation

Address *(include zip code)*

200 Union Boulevard, #118, Lakewood, Colorado 80228

The undersigned, as owner of 62.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Only insofar as it covers:
Township 27 North, Range 112 West, 6th P.M., Sublette County, Wyoming
Section 12: N/2 NE/4
From the surface to the stratigraphic equivalent of depth drilled, 10,185 feet.
Subject to: Farmout Agreement dated 2/18/81
Amendment Letter dated 5/18/81
Amendment Letter dated 6/9/81

CERTIFIED
to be a true and comparative copy
of the official record on file
SEP 17 1992
BUREAU OF LAND MANAGEMEN

238721

3. Specify interest or percent of operating rights being conveyed to assignee	70%
4. Specify interest or percent of operating rights being retained by assignor	30%
5. Specify overriding royalty interest being reserved by assignor	NONE
6. Specify overriding royalty previously reserved or conveyed, if any	2.0%

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 12th day of May , 1982. Gulf Oil Corporation

DWS
ZW

W. R. WIMBISH (Assignor's Signature) Attorney in Fact

P.O. Box 2619
(Assignor's Address)

Casper, Wyoming 82602
(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 1983

By Glenna Go. Sanc.
(Authorized Officer)

Chief, Oil &
Gas Section
(Title)

JAN 28 1983
(Date)

390

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

RECORDED Sept. 23 1992 AT 3:55 PM
IN BOOK 89 PAGE 390
FEES $8.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
Judy K. Smith

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56800
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [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 19th day of May, 19 82.

BELCO PETROLEUM CORPORATION

By: Andrew C. Morris
(Assignee's Signature)
Andrew C. Morris, Attorney-in-Fact

200 Union Blvd., Suite 118
(Assignee's Address)

Lakewood, Colorado 80228
(City) (State) (Zip Code)

CERTIFIED
to be a true and comparative copy
of the official record on file
SEP 17 1992
Estelle L. Kowalski
BUREAU OF LAND MANAGEMENT

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

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.

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 24th day of May, 1982, by M. R. Wimbish, Attorney-in-Fact for Gulf Oil Corporation.

Witness my hand and official seal.

My Commission Expires 4/2/86

Notary Public

MARK C. JACOBSEN - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Apr. 2, 1986

Form 3106-14
(March 1980)

50346-000
Figure Four
Corp/or

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
W-27878

Lease effective date
April 1, 1971

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

PART I

1. Assignee's Name
Belco Petroleum Corporation

Address *(include zip code)*
200 Union Blvd.
Lakewood, Colorado 80228

The undersigned, as owner of 37.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

Township 27 North, Range 112 West, 6th P.M.
Section 12: N/2 NE/4
Containing 80 acres,
Sublette County, Wyoming

From the surface of the earth down to the stratigraphic equivalent of 10,185' as drilled in the Figure Four Federal #1-1 well, located in the SE/4 SE/4 of Sec. 1, T27N-R112W.

Subject to the terms, provisions, conditions, exceptions, reservations and conveyances set forth in the Agreement dated March 13, 1981, as amended, between Belco Petroleum Corporation and The Dow Chemical Company.
Subject to the 30-day reassignment provision reserved by Dorothy Chorney under instrument dated February 8, 1972.

3. Specify interest ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ being conveyed to assignee	17.5%
4. Specify interest ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ being retained by assignor	20.0%
5. Specify overriding royalty interest being reserved by assignor	-0-
6. Specify overriding royalty previously reserved or conveyed, if any	2.0%

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 20th day of November, 1981.

THE DOW CHEMICAL COMPANY

By _____
(Assignor's Signature)
MPM VINCENT H. BUCKLEY, Attorney in Fact

P. O. Box 4322
(Assignor's Address)

Houston Texas 77210
(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 _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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RECORDED Sept 23 19 92 3:55 PM
IN BOOK 89 OF Misc PAGE 392
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy Quigley COUNTY CLERK
by K. Smith

238722

CERTIFIED to be a true and complete copy of the official record on file
SEP 14 1992
BUREAU OF LAND MANAGEMENT

392

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed U.S.A. A-5858
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. Assigned [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 5th day of January , 1982 .

BELCO PETROLEUM CORPORATION

By: John B. Dunnewald
(Assignee's Signature)
John B. Dunnewald, Attorney-in-Fact

200 Union Blvd., Suite 118
(Assignee's Address)

Lakewood, Colorado 80228
(City) (State) (Zip Code)

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

INSTRUCTIONS

1. *Use of Form* – Use only for assignment of operating rights *(including working interests)* in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement *must* be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment.

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

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications *must* be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

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

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and comparative copy of the official records on file
SEP 17 1992
Abdelkrim Kamalaki
BUREAU OF LAND MANAGEMENT

Form 3106–14
(March 1980)

50346-000
Figure Four
Canyon

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

1982 FEB -3 A 7:45

FORM APPROVED
OMB NO. 42-R1599

Lease Serial No.
WY-27878

Lease effective date
April 1, 1971

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

PART I

1. Assignee's Name
Belco Petroleum Corporation

Address (*include zip code*)
200 Union Blvd., Suite 118
Lakewood, Colorado 80228

The undersigned, as owner of 37.5 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

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

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

Section 1: SE/4

Containing 160 acres,
Sublette County, Wyoming

From the surface of the earth down to the stratigraphic equivalent of 10,185' as drilled in the Figure Four Federal #1-1 well, located in the SE/4 SE/4 of Sec. 1, T27N-R112W.

Subject to the terms, provisions, conditions, exceptions, reservations and conveyances set forth in the Agreement dated March 13, 1981, as amended, between Belco Petroleum Corporation and The Dow Chemical Company.
Subject to the 30-day reassignment provision reserved by Dorothy Chorney under Instrument dated February 8, 1972.

3. Specify interest ~~xx~~ being conveyed to assignee	BPO=Before Payout APO=After Payout	25.00% BPO 17.50% APO
4. Specify interest ~~xx~~ being retained by assignor		12.50% BPO 20.00% APO
5. Specify overriding royalty interest being reserved by assignor		1.375% BPO -0- APO
6. Specify overriding royalty previously reserved or conveyed, if any		2.00%

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 30th day of November, 19 81.

THE DOW CHEMICAL COMPANY

By: _____
(Assignor's Signature)
KENT H. BUCKLEY, Attorney in Fact

P. O. Box 4322
(Assignor's Address)

Houston Texas 77210
(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 _____ By _____
(Authorized Officer)

_____
(Title) (Date)

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IN BOOK 89 PAGE 394
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K. Smith
COUNTY CLERK

238723

CERTIFIED
to be a true and comparative copy
of the official record on file
SEP 17 1992
Cecelia L. Kowalske
BUREAU OF LAND MANAGEMENT

394

PART II

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

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [X] Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed U. S. W-56900.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 5th day of January, 1982.

BELCO PETROLEUM CORPORATION

By: [signature]
(Assignee's Signature)
John B. Dunnewald, Attorney-in-Fact

200 Union Blvd., Suite 118
(Assignee's Address)

Lakewood, Colorado 80228
(City) (State) (Zip Code)

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INSTRUCTIONS

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

3. *Effective Date of Assignment* – The assignment, if approved, takes effect on the first day of the month following the date of filing of *all* required papers. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3102). If an operator's bond is required, it *must* be furnished prior to approval of the assignment.

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

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and appropriative copy
of the official record on file
SEP 17 1992
[signature]
BUREAU OF LAND MANAGEMENT

n 3106–5
ch 1980)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

80 MAY 30 AM 7:45

RECEIVED
CHEYENNE, WYOMING

FORM APPROVED
OMB NO. 42–R1599

Lease Serial No.
W 23002

Lease effective date
5-1-80

FOR BLM OFFICE USE ONLY

New Serial No.

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

PART I

Assignee's Name
JERRY CHAMBERS EXPLORATION CO.,
a Colorado general partnership

Address *(include zip code)*
1660 Lincoln Street, Suite 1700
Denver, Colorado 80264

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

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

Township 30 North, Range 113 West
Section 8: E/2SW, SWSW
Section 17: W/2
Sublette County, Wyoming
containing 440.00 acres, more or less.

Specify interest or percent of assignor's record title interest being conveyed to assignee	100.00%
Specify interest or percent of record title interest being retained by assignor, if any	None
Specify overriding royalty being reserved by assignor	None
Specify overriding royalty previously reserved or conveyed, if any	None

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.

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

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

ecuted this 23rd day of May , 1980 .

(Assignor's Signature)
ERRY CHAMBERS

3401 West Pershing Road
(Assignor's Address)

Chicago, Illinois 60632
(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

AME LAND DESCRIPTION AS ITEM 2

signment approved effective JUN 1 1980

By
(Authorized Officer)

Chief, Br. of Lands &
Minerals Operations NOV 3 1980
(Title) (Date)

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

Original

5023-000
Star Corral

238724

RECORDED Sept. 23 1982 3:55 PM
IN BOOK 89 OF Y PAGE 396
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
Judy K. Smith

CERTIFIED
to be a true and complete copy
of the official record on file
SEP 17 1982
BUREAU OF LAND MANAGEMENT

396

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is [ ] Individual [ ] Municipality [ ] Association [ ] Corporation./ X Partnership If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed W-56943 .
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee [X] is [ ] is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of $25.00 is attached.

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

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

Executed this 23rd day of May , 1980 .

JERRY CHAMBERS EXPLORATION CO.

(Assignee's Signature)

JERRY CHAMBERS General Partner

1660 Lincoln, Suite 1700
(Assignee's Address)

Denver, Colorado 80264
(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.

STATE OF Illinois }
COUNTY OF Cook } 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 23rd day of May, 1980, personally appeared Jerry Chambers, to me known to be the identical person described in and who executed within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free 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.

Commission Expires 4/3/81

Rita L Mayer
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. 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 complete copy
of the official records on file
SEP 17 1992
Cedelle A Kwalski
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted] Coral

AGREEMENT AND ASSIGNMENT OF OPERATING RIGHTS

THIS AGREEMENT, made and entered into by and between **JERRY CHAMBERS EXPLORATION CO.,** a Colorado general partnership, (Assignor) and **BELCO PETROLEUM CORPORATION,** a Delaware corporation (Assignee), of 10000 Old Katy Road, Houston, Texas 77055,

WITNESSETH, THAT:

1. Assignor is the record owner of the entire working interest under the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, insofar as said leases cover the lands described in Exhibit "A", subject to the royalty and overriding royalty burdens indicated therein.

2. Assignee, by the drilling of a well in accordance with the terms and conditions of that certain Farmout Agreement dated January 31, 1980, between Assignor and Assignee, has become entitled to certain operating rights and working interest production with respect to said leases.

NOW, THEREFORE, the parties hereto have agreed and do hereby agree as follows:

I.

Assignor, for and in consideration of Ten Dollars ($10.00) in hand paid, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee an undivided 60% of the operating rights in and to the said lands and leases, insofar and only insofar as such rights pertain to those formations between the surface of the land and the stratigraphic equivalent of a depth of 4,665 feet in the Belco #24-8 Chambers Federal well located in SE/4SW/4 Section 8, T. 30 N., R. 113 W., Sublette County, Wyoming, reserving unto Assignor an undivided 40% of such operating rights as to said formations and 100% of all operating rights below the depth defined hereinabove.

II.

Assignor hereby relinquishes to Assignee its remaining 40% of the operating rights in and to the said lands and leases as described and limited in depth above, insofar and only insofar as the said lands and leases cover and pertain to the E/2SW/4 and the SW/4SW/4 of Section 8. T. 30 N., R. 113 W., Sublette County, Wyoming. Assignee hereby transfers and assigns to Assignor an undivided 4.6875% of 8/8ths, as an overriding royalty, of all oil, gas, casinghead gas and other hydrocarbons produced, saved and sold from the Belco #24-8 Chambers Federal well described hereinabove. Assignee agrees to deliver such interest monthly to Assignor, or to Assignor's credit in the pipeline to which said well may be connected, free and clear of all drilling, developing and operating costs and expenses.

At such time as Assignee has recovered all costs incurred in the drilling, testing, completing and equipping of the Belco #24-8 Chambers Federal well (including the cost of operating the same to the date of payout) Assignee shall notify Assignor of such fact and Assignor shall have a period of thirty (30) days after receipt of such notice in writing in which to elect to convert the overriding royalty interest described above to an undivided thirty percent (30%) working interest in the drillsite tract and in the well, casing and equipment appurtenant thereto. The working interest to be converted shall be free and clear of any overriding royalty or production payment burdens not existing on the effective date of this Agreement. Such conversion shall be effective as of 7:00 A.M. on the first day of the month following the date of payout. During the period of time from first production until such payout, Assignee agrees to give Assignor quarterly reports of income and expenditures attributable to said well and to make all pertinent records available to Assignor at any reasonable time and place.

238725

RECORDED Sept. 23 1992 3:55 PM
IN BOOK 89 Misc PAGE 398
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

398 Judy K. Smith

III.

This Assignment is made subject to the terms and provisions of the said oil and gas leases and Farmout Agreement, dated January 31, 1980, between Assignor and Assignee herein, and to the terms and provisions of that certain Joint Operating Agreement, dated January 8, 1981, pertaining to the operating rights which are assigned herein.

IV.

This Assignment entitles Assignee to the indicated percentage of all oil, gas or other hydrocarbons to be produced from the assigned formations as well as all rights incident thereto as granted by the basic leases, subject to the payment of the appropriate share of all royalties and existing overriding royalties and subject, where applicable, to the Joint Operating Agreement described above. The right to go upon the lands described in Exhibit "A" hereto, together with the right to explore, drill, produce and own all oil, gas, or other hydrocarbon substances which may be produced from the unassigned formations is expressly reserved to Assignor herein.

V.

For any federal leases covered by this Agreement as to which 43 C.F.R. 3103.3-6 or any similar provision applies, if the amount of overriding royalty on oil reserved by Assignor when added to overriding royalties or payments out of production of oil which have been previously created and to royalty payable to the United States, aggregates in excess of seventeen and one-half percent (17½%), the obligation to pay to Assignor such override out of production of oil shall be suspended for so long as the average production of oil per well per day averaged on a monthly basis is 15 barrels or less. This limitation on the overriding royalty is not applicable to the production of gas. The limitation will apply separately to any zone or portion of the lease segregated for computing government royalty.

VI.

This Assignment is subject to the approval of the Secretary of the Interior or his duly authorized representatives, and Assignee agrees to file this Assignment for approval with the Bureau of Land Management within ninety (90) days after the date hereof.

VII.

This Assignment is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument is executed this 11th day of March, 1981.

JERRY CHAMBERS EXPLORATION CO.
a Colorado general partnership

By: _____
W. Alexander Klikoff
Attorney-In-Fact

BELCO PETROLEUM CORPORATION

By: _____
John B. Dunnewald
Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the 11th day of March, 1981, personally appeared **W. ALEXANDER KLIKOFF,** to me known to be the identical person who subscribed the name of **JERRY CHAMBERS EXPLORATION CO.** to the foregoing instrument, as its Attorney-In-Fact, and acknowledged to me that he executed the same as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the day and year first above written.

My Commission Expires:

May 13, 1981

Notary Public

COLORADO
STATE OF ~~TEXAS~~)
) ss.
COUNTY OF *JEFFERSON*)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on the *20th* day of *April*, 1981, personally appeared *John B. Dunnewald*, to me known to be the identical person who subscribed the name of **BELCO PETROLEUM CORPORATION** to the foregoing instrument, as its Attorney-In-Fact, and acknowledged to me that he executed the same as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE the day and year first above written.

My Commission Expires:

November 15, 1981

Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Agreement and Assignment of Operating Rights dated March 11, 1980, between **JERRY CHAMBERS EXPLORATION CO.,** a Colorado General Partnership, and **BELCO PETROLEUM CORPORATION,** referring to lands in Sublette County, Wyoming:

ease No.	Lessor	Original Lessee	Lease Date and Term	Recording Book/Page	Description	LOR and ORR	Gross Acres	Net Acres
'Y-65	USA-W-23002	Jerry Chambers	March 1,1970 10 years	58/611	T. 30 N. 113 W., 6th P.M. Sec. 8: E½SW¼, SW¼SW¼ Sec. 17: W½	12.5%	440	440

401

[redacted] [redacted] [redacted]

F 3106-14
otember 1982)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

50213000
Starr Corral

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

Lease Serial No.
W-23002

Lease effective date
March 1, 1970

PART I

1985 JUN 14 AM 9:30

RECEIVED
CHEYENNE, WYOMING

Assignee's Name
Jerry Chambers Exploration Co.

Address (include zip code)
7800 East Union Ave. Suite #1100
Denver, Colorado 80237

e undersigned, as owner of 100% percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, /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 30 North, Range 113 West

Section 8: SW/4SW/4,NE/4SW/4
From the surface to the stratigraphic equivalent of 4,665'
Sublette County, Wyoming
Containing 80.00 acres more or less

The Stratigraphic equivalent of 4,665'being the depth of the Belco #24-8 Chambers Federal Well located in SE/4SW/4, Section 8 T30N,R113W.
This assignment is subject to the Farmout Agreement as Amended, dated 1-31-80, by and between Belco Petroleum Corporation, Farmee, and Jerry Chambers and Merle C. Chambers, Farmor. This assignment is subject to the approval of Assignment of Operating Rights from Belco Petroleum Corporation to Belco Development Corporation dated October 18, 1983.

Specify interest or percent of operating rights being conveyed to assignee	40%
Specify interest or percent of operating rights being retained by assignor	60%
Specify overriding royalty interest being reserved by assignor	-0-
Specify overriding royalty previously reserved or conveyed, if any	-0-

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

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

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

ecuted this 19th day of February , 19 85 .

Belco Development Corporation

By: J.M. Oswald
(Assignor's Signature)
J.M. Oswald, Executive Vice-President

P.O. Box 5610 TA
(Assignor's Address)

Denver, Colorado 80217
(City) (State) (Zip Code)

1175-011

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

THE UNITED STATES OF AMERICA

ignment approved effective JUL 1 1985

By ANDREW L. TARSHIS
(Authorized Officer)

proval does not warrant that either party
his transfer holds legal or equitable
e to this lease.

CHIEF, LEASING SECTION
(Title)

MAY 23 1986
(Date)

TE. This form may be reproduced provided that copies are exact reproductions on one sheet of both sta ance with provisions of 43 CFR 3106. is official form in accord-

402 ORIGINAL

RECORDED Sept. 23 1992 3:55 PM
IN BOOK 89 PAGE 402
FEES $8.00
SUBLETTE COUNTY CLERK
BY Judy K. Smith, PINEDALE, WYOMING

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

SEP 16 1992
BUREAU OF LAND MANAGEMENT

23872

PART II

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

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

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.

Of the age of majority in the State where the lands to be assigned are located.

In compliance with the acreage limitation set forth in 43 CFR 3101.1–5 and 3101.2–4.

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

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

Executed this 10th day of June, 1985.

HENRY CHAMBERS EXPLORATION CO.,
a Colorado General Partnership
By: Axem Resources Incorporated,
a Delaware Corporation,
Attorney-in-Fact

J. Alexander Klikoff, President

ATTEST:

Mary E. Stoik
Assistant Secretary

7800 E. Union Ave., Ste. 1100
(Assignee's Address)

Denver (City) Colorado (State) 80237 (Zip Code)

Kat
gd

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 any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

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.

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

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

NOTICE

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

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

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

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

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

CERTIFIED
to be a true and appropriative copy
of the official record on file
SEP 17 1992
BUREAU OF LAND MANAGEMENT

Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:
Information is being collected pursuant to the law (43 CFR 3106–3(c)).
Information will be used to [redacted] record of lease assignment.
Response to this request is req[redacted] a benefit.

[redacted]

50213-000
Star Corral

m 3000-3a
e 1988) DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

89 OCT 26 AM 9:30

RECEIVED
CHEYENNE, WYOMING

050213-000
tar Corral Prospect

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

Lease Serial No.
W-23002

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal 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.

mc

PART A: TRANSFER

Transferee (Sublessee)* Enron Oil & Gas Company
Street 1801 California Street, Suite 3400
City, State, ZIP Code Denver, Colorado 80202

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.

s 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:

KS

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
itional 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
Township 30 North, Range 113 West, 6PM					
Section 8: SE/4SW/4					
Below the stratigraphic equivalent of 4,665'*	100.0%	100.0%	-0-	-0-	-0-
Section 8: NE/4SW/4, SW/4SW/4					
From the surface of the earth to the stratigraphic equivalent of 4,665'*	40.0%	40.0%	-0-	-0-	-0-
Below the stratigraphic equivalent of 4,665'*	100.0%	100.0%	-0-	-0-	-0-
Section 17: NW/4					
From the surface of the earth to the stratigraphic equivalent of 4,665'*	40.0%	40.0%	-0-	-0-	-0-
Below the stratigraphic equivalent of 4,665'*	100.0%	100.0%	-0-	-0-	-0-
Sublette County, Wyoming Containing 280.00 acres, more or less					

(OVER FOR CONTINUATION OF LAND DESCRIPTION)

CERTIFIED
to be a true and
of the o'
SEP 17 1989
BUREAU OF LAND MANAGEMENT

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 M tle to this lease.

238727

Transfer approved effective NOV 0 1 1989

404

SUPERVISORY LAND LAW EXAMINER

RECORDED Sept. 27 '89 3:55 P
IN BOOK 89 Off. Rec. PAGE 404
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

NOV 07 1989

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.

LAND DESCRIPTION (cont.)

*The stratigraphic equivalent of 4,665' being the depth of the Belco #24-8 Chambers Federal Well located in T30N-R113W, Section 8: Se/4SW/4, Sublette County, Wyoming.

This assignment is made subject to the terms and conditions of that certain Farmout Agreement dated January 31, 1980, between Jerry Chambers and Merle C. Chambers (now Jerry Chambers Exploration Co.) as Farmor and Belco Petroleum Corporation (now Enron Oil & Gas Company) as Farmee.

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 26th day of September, 1989, 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., a Colorado General Partnership.

Witness my hand and official seal.

My Commission Expires:
May 11, 1993

Carol Lynn Worthen
Notary Public
Carol Lynn Worthen
7800 E. Union Ave. Ste 1100
Denver, Colorado 80237

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 26th day of September, 1989

Name of Transferor: JERRY CHAMBERS EXPLORATION CO.

Transferor or Attorney-in-fact:
JERRY CHAMBERS EXPLORATION CO.
A Colorado General Partnership
By: AXEM RESOURCES INCORPORATED
A Delaware Corporation
Attorney-in-Fact
By: _____
Christopher D. Blair, Vice President-Land

7800 East Union Avenue, Suite 1100
(Transferor's Address)

Denver (City) Colorado (State) 80237 (Zip Code)

Executed this 26th day of September, 1989

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

Title 18 U.S.C. Sec. [redacted] it a crime for any person knowingly and willful[redacted] to any Department or agency of the United State[redacted] fictitious or fraudulent

U. S. LAND OFFICE
EVANSTON, WYO.
Date APR 3 1941
11:00 A.M.

50365-002
Big Piney Area Overall

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE

THIS ASSIGNMENT, made and entered into this 17 day of March, A. D. 1941, by and between H. Waldemar Anderson, of Evanston, Wyoming, Party of the First Part, and Frank E. Hilton, Party of the Second Part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of Three Hundred and Fifty ($350.00) Dollars, lawful money of the United States, paid by the party of the second part, the receipt whereof is hereby acknowledged and confessed, by these presents does grant, bargain, sell, relinquish and assign, and forever quitclaim unto the said party of the second part, his heirs and assigns, an undivided one-half (1/2) interest in and to a certain oil and gas lease No. 013494, dated December 31, 1938 entered into by and between the United States Department of the Interior and the party of the first part and Frederick Salathe, Jr., embracing the following described lands, to-wit:

S½N½, S½, Sec. 14; S½N½, S½, Sec. 15;
E½, Sec. 23, Tp. 29 N., R. 113 W., 6th P.
M., containing 1280 acres, more or less.

That party of the first part represents that he is the owner of a full undivided half interest in said oil and gas lease as acquired by him by virtue of a certain Assignment of a half interest in U. S. Prospecting Permit, Serial No. 013494, dated the 8th day of December, A. D. 1926, by and between Frederick Salathe, Jr., and H. Waldemar Anderson,

That party of the first part agrees to forthwith ask the consent of the Department of the Interior to the Assignment of an undivided half interest now owned and held by the party of the first part.

TO HAVE AND TO HOLD the same unto the party of the second part, his heirs, assigns, successors in interest and legal representatives forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

H. Waldemar Anderson (SEAL).

STATE OF WYOMING)
: ss
County of Uinta)

I hereby consent to the above Assignment.

Edith Anderson

On this 17 day of March A.D.1941, before me L A Reeves, a Notary Public in and for said county and state aforesaid, personally appeared H Waldemar and Edith Anderson.

RECORDED Sept 23 1992 3:55 PM
IN BOOK 89 OF Misc PAGE 406
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K. Smith
COUNTY CLERK

238728

Approved JUN 4 1941
W Alexander
Acting Secretary of the Interior.

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 17 1992
BUREAU OF LAND MANAGEMENT

406

50365-000
Big Piney Mesaverde

8:30 am
Serial 013494

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

SEP 17 1992
BUREAU OF LAND MANAGEMENT

AGREEMENT OF ASSIGNMENT OF OIL AND GAS LEASE,

THIS AGREEMENT, made and entered into this 31 day of January, 1944, by and between FREDERICK SALATHE, Jr., of Los Angeles, California, and FRANK E. HILTON, of Glendale, California, the parties of the first part, and WESTERN OIL REFINING COMPANY, a Wyoming corporation, the party of the second part;

WHEREAS, said parties of the first part are joint owners, each owning an undivided one-half interest so that both together own the whole of an Oil and Gas Lease from the United States, described as Evanston Serial No. 013494, covering and embracing the following described lands in the County of Sublette, State of Wyoming, to-wit:

> South half of the north half, and south half of Section Fourteen; south half of north half, and south half of Section Fifteen; and the east half of Section Twenty-three, all in Township 29 North, Range 113 West of the Sixth Principal Meridian, Wyoming, containing 1280 acres, more or less;

and,

WHEREAS, by instrument bearing date the 17th day of August, 1943, first parties granted to Patrick J. Quealy to explore and operate for oil and gas said lands hereinabove described, and by and in paragraph numbered 3, of said instrument, first parties agreed to assign to said Patrick J. Quealy, or his assigns, the said oil and gas lease, after discovery of oil or gas in said lands by said Patrick J. Quealy or his assigns; and,

WHEREAS, said Patrick J. Quealy, by instrument dated November 22, 1943, assigned to said Western Oil Refining Company all his rights under and by virtue of said instrument of date August 17, 1943, and thereafter said Western Oil Refining Company did discover in said lands gas in paying quantities, and thereupon requested from said parties of the first part assignment of said oil and gas lease, and said Western Oil Refining Company is and remains the owner and holder of the operating rights under said operating agreement of date August 17, 1943: Now, Therefore, This Indenture

WITNESSETH, that the said parties of the first part, for and in consideration of the foregoing premises, and of the sum of One Dollar, to them in hand paid by said party of the second part, receipt whereof is hereby confessed and acknowledged, has bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey, assign and set over unto the said party of the second part, its successors and assigns, all the right, title, interest and possession of the said parties of the first part in and to the said Oil and Gas Lease Evanston Serial No. 013494, and in and to the lands therein and hereinabove particularly described.

Reserving, nevertheless, to said first parties, and said second party agrees to pay and deliver to said first parties, their heirs or assigns, a royalty of five per cent of all oil and gas produced, saved and marketed from said above described lands, payment thereof to be deposited in the Bank of America, Main Office, Los Angeles, California, on or before the 20th day of each month, on account of all royalty accruing during the preceeding calendar month. Second party shall pay or deliver all royalties which shall

238729

RECORDED Sept. 23 1992 3:55 P.M.
IN BOOK 82 PAGE 0407
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K. Smith COUNTY CLERK

5-4
212. Posted Aug. 9 1944 5-JHG.

CERTIFIED
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of the official record on file
SEP 17 1992
Adulla Kanaleha
BUREAU OF LAND MANAGEMENT

become due to the United States. Said royalties shall be based on the gross proceeds received from the sale of all oil and gas produced, saved and marketed from said lands, but second party shall not be charged with oil or gas used in operating, production, development drilling, or re-pressuring on said lands, or unavoidably lost. Said royalties payable to first parties shall be computed and paid on the basis of the then prevailing market field price for oil of similar grade and gravity in the field where such oil is produced at the time of production; provided, however, that no royalty shall be paid on gas produced in the absence of a market therefor; and in case there is a market for gas produced, the royalties thereon and on natural gas-gasoline shall be computed and paid on the following basis:

On gas:	On the basis of the prevailing field market price thereof at the well.
On natural gas-gasoline:	On the basis of the value of the natural gas-gasoline extracted and sold from the natural gas produced, less the cost of extraction.

Royalty payments shall be accompanied with a statement of production and the price thereof on which such royalties are computed. Second party shall not be required to take cognizance of any assignment of royalty or royalty interest unless and until it shall have been furnished with satisfactory evidence of such assignment or transfer. Before computing the amount of the over-riding royalty payable to first parties, second party shall have the right to deduct from the value of the oil and gas or the proceeds thereof, the full amount of any taxes (including production tax) required to be paid on such oil and gas.

It is expressly understood and agreed by and between the parties hereto that the sole purpose and intent of this "Agreement of Assignment" is the assignment of the above mentioned Lease, and that nothing contained herein, stated or implied, shall in any way be construed to affect, alter, change or modify any of the terms or conditions of the above referred to Operating Agreement, dated August 17th, 1943, by and between the parties of the first part and Patrick J. Quealy, or of the Letter of Agreement, dated August 18th, 1943, from the said Patrick J. Quealy to the parties of the first part, amending said Operating Agreement.

Second party shall have the right at any time, on the payment of One Dollar to first parties, when not in default hereunder, to surrender and re-assign to first parties all or any part of the lands hereinabove described, and thereupon all obligations and liabilities of second party hereunder shall cease as to the lands so surrendered and re-assigned; provided, however, that in the event first parties shall fail to qualify within sixty days to take and accept such re-assignment, second party shall have the right to surrender direct to the United States, and shall not be liable hereunder during such sixty days.

In making this Assignment of Lease, it is agreed by and between the parties hereto, that parties of the first part reserve the right to enter at any and all times upon the property or lands within the said Oil and Gas Lease for the purpose of inspecting the drilling, field and other operations of the party of the second part; and, parties of the first part reserve the right, at reasonable times, to examine the books and production records of the party of the second part relating to said Lease, in order to determine and verify production income, and taxes to be paid by first parties.

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of the official records on file
SEP 17 1992
BUREAU OF LAND MANAGEMENT

IN WITNESS WHEREOF, said first parties have hereunto set their hands, and said second party has caused these presents to be executed in its name by its president, and attested by its secretary with its corporate seal this day and year herein first above written.

Witnesses:

William Rudolph

Frank E. Hilton

First Parties.

WESTERN OIL REFINING COMPANY,

By P. J. Quealy
President.

Attest: Joseph A. Minton
Secretary.

THE STATE OF CALIFORNIA)
: SS.
County of Los Angeles)

On this 15th day of July, 1944, before me personally appeared Frederick Salathe, Jr., and Frank E. Hilton, to me known to be the persons described in and who executed the annexed and foregoing instrument of writing, and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires My Commission Expires January 22, 1947.

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

Notary Public.

Assignment approved

Assistant Secretary of the Interior.

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

On this 15th day of July, 1944, before me personally appeared Patrick J. Quealy and Joseph A. Minton, to me personally known to be the persons who, as president and secretary of Western Oil Refining Company, executed the foregoing instrument of writing and who, being by me duly sworn did say that they are respectively president and secretary of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors, and said Patrick J. Quealy and Joseph A. Minton acknowledged said instrument to be the free and voluntary act and deed of said corporation.

My commission expires January 1, 1947.

Given under my hand and Official Seal this day and year in this certificate first above written.

Evansion

DATE 6-17-48

TIME 8:30 AM

50365-000

Big Piney Mesaverde

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Evanston 013494

SURRENDER AND RE-ASSIGNMENT

THIS AGREEMENT Made and entered into this 11th day of June, 1948, by and between H. C. MORTON hereinafter called "Morton", party of the first part, and WESTERN OIL REFINING COMPANY, a Wyoming corporation hereinafter called "Western", party of the second part:

WHEREAS, by written Assignment bearing date the 15th day of June, 1945, Western made to Morton an assignment of oil and gas operating rights to certain lands described in Oil and Gas Lease, Evanston 013494, situate in Sublette County, Wyoming, and more particularly described as follows:

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

Section 14: $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$
Section 23: $E\frac{1}{2}$
Section 15: $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$

and,

WHEREAS, by an instrument of writing bearing date June 11, 1945, Morton granted to Western certain operating rights in and to the said above described lands, and retaining to Morton certain other operating rights, which said instrument of June 11, 1945, contained the following provision:

> "11. Morton may at any time and from time to time transfer and reassign to Western said Oil and Gas Leases, insofar as they or any of them pertain to all or any portion of the lands hereinabove described; provided, that such re-assignment shall be made without warranty and shall affect areas of not less than 160 acres, which said areas shall be, if possible, in legal subdivisions. Upon so re-assigning all or any portion of said leasehold estates, Morton shall be released of any and all obligations hereunder, including oil payment obligations, with respect to the land so re-assigned to Western, except for obligations which have theretofore accrued upon royalties and/or for the completion of operations then in progress and/or proper abandonment of wells theretofore drilled."

WHEREAS, on the day of the date hereof Morton is not in default under any of the terms or conditions of said Agreement of date June 11, 1945, as provided in said Paragraph 11, and desires and intends, pursuant to the terms and tenor of said Paragraph 11 thereof, to surrender, transfer and re-assign to Western all of the lands above and hereinafter described, and Western is willing to accept such surrender, transfer and re-assignment pursuant to said Paragraph 11: NOW, THEREFORE, THIS INDENTURE,

W I T N E S S E T H:

That Morton, in consideration of the sum of One Dollar and in further consideration of the foregoing premises, does by these presents, convey, quitclaim, transfer, re-assign and set over unto Western, its successors and assigns all the right, title and interest of Morton in and to the following described lands, to-wit:

Assignment Approved:

Assistant Director, Bureau of Land Management

410

238730

RECORDED Sept. 23 1992 3:55 PM
IN BOOK 88 OF Misc. PAGE 410
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K. Smith
COUNTY CLERK

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 17 1992
BUREAU OF LAND MANAGEMENT

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

Section 14: S½N½, S½
Section 15: S½N½, S½
Section 23: E½

situate in the County of Sublette, State of Wyoming.

TO HAVE AND TO HOLD the said above described land, together with all the rights, title and interest under and by virtue of the above described instrument unto Western, its successors and assigns forever.

And Western does by these presents accept the foregoing conveyance, quitclaim and re-assignment according to the tenor thereof.

IN WITNESS WHEREOF, the said H. C. Morton has hereunto set his hand, and the said Western Oil Refining Company has caused these presents to be executed in its name and attested with its corporate seal this day and year herein first above written.

H. C. MORTON

WESTERN OIL REFINING COMPANY

By _____
President

ATTEST:

_____
Secretary

THE STATE OF CALIFORNIA)
: ss.
County of Los Angeles)

On this 11th day of June, 1948, before me personally appeared H. C. Morton, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed.

My Commission expires: July 21, 1951.

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

_____
Notary Public

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

On this 14th day of June, 1948, before me personally appeared PATRICK J. QUEALY and IVAN S. JONES, who being by me first duly sworn, on their respective oaths, did say: that they are respectively President and Secretary of WESTERN OIL REFINING COMPANY, the corporation described in and which executed the foregoing instrument; and that the seal affixed thereto is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Patrick J. Quealy and Ivan S. Jones acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: June 14 1950.

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

_____
Notary Public

CERTIFIED
to be a true and complete copy
of the official record on file
SEP 17 1982
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Evanston, Wyoming, Serial No. 013494.

APPLICATION AND AFFIDAVIT TEMPORARY SUSPENSION OF PRODUCTION AND PAYMENT OF ROYALTIES.

WESTERN OIL REFINING COMPANY, a Wyoming corporation, being the party which drilled the well on the lands embraced in the above Oil and Gas Lease, on the lands hereinafter described, represents and shows, as follows:

That in a certain well, known as "Salathe No. 1", drilled in the NW¼SW¼NW¼, Section 14, Township 29 North, Range 113 West 6th P. M., said Western Oil Refining Company discovered a valuable deposit of petroleum gas;

That said Western Oil Refining Company is the operator of said lease, and of all lands embraced therein, and operating agreement has heretofore been filed with the Department of the Interior;

That there is no present market for said gas produced from said well, and it will take considerable time to find such market and secure the necessary materials to build a pipe-line to dispose of said gas; that under the present market conditions, and absence of demand for natural gas, investment in gas distribution system is not warranted.

WHEREFORE, said Western Oil Refining Company requests that suspension of operations, production of gas and payment of rentals, be granted, and that no rentals or royalties be required to be paid under said lease until such time as a market can be obtained for such gas which has been so discovered upon said lease; and that pending final action on this application, temporary relief be granted forthwith in order that said lease may not expire.

Respectfully submitted,

WESTERN OIL REFINING COMPANY

ATTEST:

Ivan S. Jones
Secretary

By Patrick J. Queally
President

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

PATRICK J. QUEALY and IVAN S. JONES, being each severally duly sworn, upon their oaths do depose and say: that they are respectively President and Secretary of Western Oil Refining Company; that they have read the above and foregoing application for relief, and know the contents thereof; and that the statements of fact therein made are true.

Patrick J. Queally
Ivan S. Jones

Subscribed in my presence and sworn to before me this 15th day of June, 1948.

Olga Larsen
Notary Public

412

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to be a true and correct COPY
of the official record on file

SEP 17 1992
Adelle A. Kowalske
BUREAU OF LAND MANAGEMENT

413

RECEIVED
OCT - 8 1951
Bureau of Land Management
Land and Survey Office
Cheyenne, Wyoming

50365-000
Big Piney Mesaverde

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE: Evanston
SERIAL NO: 013494
DATE OF LEASE: Dec. 31, 1938

AGREEMENT OF ASSIGNMENT AND QUIT CLAIM

WESTERN OIL REFINING COMPANY, a Wyoming corporation, GRANTOR, for the consideration of Six Thousand Five Hundred Thirty Three Dollars and Forty Cents ($6,533.40) assigns, conveys and quit claims to MERIN MORGAN and MARGARET JUSTHEIM, GRANTEES in common, both of Salt Lake City, Utah, United States Oil and Gas Lease Evanston 013494, embracing the following described lands situate in Sublette County, State of Wyoming, to-wit:

80 acres

Township 29 North, Range 113 West, 6th Principal Meridian
Section 14: S1/2 N1/2, S1/2
Section 15: S1/2 N1/2, S1/2
Section 23: E1/2

together with all right of Grantor under said Oil and Gas Lease, and any operating agreement, assignment or other instrument of mesne conveyance to Grantor; subject, nevertheless, to assignment of One-Quarter (1/4) undivided interest in and to oil and gas operating rights pertaining to a portion of said lands dated June 28, 1949 from Grantor to Worth Garetson; and subject further to all reservations restrictions, assignments or agreements heretofore made or entered into with reference to the above described lands.

In compliance with the terms of the letter of amendment to the "Operating Agreement" between Frederick Salathe, Jr. and Frank S. Hilton as "Lessees", and Patrick J. Quealy, as "Contractor", both Operating Agreement and the Letter Amendment thereto bearing date of August 18, 1943; Grantees hereby agree and covenant to continuously operate and develop the land above described, by at least one string of tools during clement weather and subject to the rules and regulations of the United States Government.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in its name by the President and Secretary, and attested with its corporate seal this First day of October, 1951, and the said Grantees and each of them have executed this agreement, each on her own behalf on said date.

ATTEST:

Ivan S. Jones
Ivan S. Jones, Secretary

Kathryn A. Bradford
Witness to signature

Kathryn A. Bradford
Witness to signature

WESTERN OIL REFINING COMPANY
by Patrick J. Quealy
Patrick J. Quealy, President

Merin Morgan
Merin Morgan

Margaret Justheim
Margaret Justheim

Assignment Approved
William Penn
Director, Bureau of Land Management

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

On this 1st day of October, 1951, before me personally appeared Patrick J. Quealy and Ivan S. Jones, who being by me first duly sworn, on their respective oaths did say; That they are respectively President and Secretary of WESTERN OIL REFINING COMPANY, the corporation described in and which executed the foregoing instrument; and that the seal affixed thereto is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Patrick J. Quealy and Ivan S. Jones acknowledged said instrument to be the free act and deed of said corporation.

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

John M. Pitsos
Notary Public

My Commission expires Sept 20, 1955

$1.10 cc

26349
Fee Paid - Receipt No ---------

RECORDED Sept. 23 1992 3:55 PM
IN BOOK 89 PAGE 413
FEES $6.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Judy K. Smith

2387231

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 17 1992
Cathleen Kanaleski
BUREAU OF LAND MANAGEMENT

(July 1951) With acreage chang to 46,080

Facsimile reproduction
Kistler Blue Print Co.
Box 741
Casper, Wyo.

RECEIVED
OFFICE FEB 21 1955
Land and Survey Office
Box 578 Cheyenne, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. 2-34311
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 013494
Date of Lease Dec. 31, 1938

50365-000
Big Piney Mesaverde

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to .....
(Name and address)

DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas

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

1. Lands affected by this assignment:

T. 29 N., R. 113 W., 6th. P.m., Sublette County, Wyoming

Section 14: S½ N½, S½
15: S½ N½, S½
23: E½

1,280.00 acres, more or less, subject to ppoduction payments as per attached rider.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 6%
(State percentage only)

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

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

Executed and witnessed this 3rd. day of February 19 55

WITNESSES: ATTEST:

A. M. Walter
A. M. Walter, Assistant Secretary

BELCO PETROLEUM CORP.
A. B. Belfer
A. B. Belfer (Assignor's signature), President
42 Broadway, New York 4, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this 3rd. day of February 19 55

David C. Bintliff

WITNESSES:

Dorothy Ripley
(Name and address)
M. B. Lemon Houston, Texas
(Name and address)

David C. Bintliff
(Assignee's signature)
812 Rusk Ave., Houston, Texas
(Address)

Assignment approved effective MAR 1 - 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Manager, Land Office
(Title)

2387232

RECORDED Sept. 23 1992 3:55 PM
IN BOOK 89 OF Misc. PAGE 414
FEES $8.00 Mary Lou Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Mary Judy K. Smith

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to be a true and correct copy
of the official record on file

SEP 17 1992
Cadastral Remarks
BUREAU OF LAND MANAGEMENT

414

R I D E R

assigement dated February 3, 1955
of EVANSTON 013 494

SUBJECT TO a proportionate part of a Production Payment in the original sum of $1,500,000 00 primary amount, plus a secondary amount equal to five percent (5%) per annum on the outstanding balances of the primary amount from time to time remaining unpaid, previously granted to David C. Bisthiff on February 25 1954 payable out of fifty percent (50%) of seven eighths (7/8) of all oil and gas in and under, and that may be produced, saved and marketed from these lands and other lands

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

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

SEP 17 1992
Adella L Kmualeka
BUREAU OF LAND MANAGEMENT

50434 000
Middle Piney
Creek

CERTIFIED
to be a true and exemplorative copy
of the official record on file
SEP 17 1992
Adulle I Kawalske
BUREAU OF LAND MANAGEMENT

2387733

RECORDED Sept. 23 19 92 3:22 PM
IN BOOK 89 Misc. PAGE 416 COUNTY CLERK
FEES $8.00 Lucy Gudgik
SUBLETTE COUNTY, PINEDALE, WYOMING
by Judy K. Smith

PARTIAL ASSIGNMENT OF LEASEHOLD INTEREST

(Evanston 017710)

WHEREAS, Wyoming Petroleum Corporation (a Wyoming corporation) is the owner of United States Oil and Gas Lease Evanston 017710 covering the following described lands:

T. 30 N., R. 113 W., 6th P.M., Wyoming
Sec. 28: $E\frac{1}{2}$
Sec. 34: $S\frac{1}{2}$ and

WHEREAS, the Wyoming Petroleum Corporation desires to assign to The Superior Oil Company all of its right, title and interest in and to the following described lands, which are a part of said Oil and Gas Lease 017710:

T. 30 N., R. 113 W., 6th P.M., Wyoming
Sec. 34: $SW\frac{1}{4}SW\frac{1}{4}$

40 acres

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which the Assignor hereby acknowledges, the Wyoming Petroleum Corporation does hereby transfer, assign and set over to The Superior Oil Company all of its right, title and interest in and to the $SW\frac{1}{4}SW\frac{1}{4}$ Section 34, T. 30 N., R. 113 W., 6th P.M., Wyoming.

Reserving unto the Assignor the following:

1. Two and one-half per cent ($2\frac{1}{2}\%$) of all oil and/or gas or other hydrocarbons produced, saved and sold from the above described forty acres, payable to the Assignor on the same terms and conditions as royalties are paid to the Lessor.

2. In the event Superior develops dry gas in its operations upon said lands above its requirements for the conduct of its lease or unit operations (which operations shall be deemed to include re-pressuring, pressure maintenance or gas cycling, or similar operations), Superior shall notify Wyoming that such surplus of dry gas is available for sale and will sell said dry gas to Wyoming at the prevailing field market price therefore; provided, however, that the United States royalty share of said gas shall be sold at a price not less than that set by the United States Geological Survey or other Governmental agency as the minimum price for such gas. In the event Superior develops gas for a market other than to Wyoming and Superior receives a bonafide offer for said gas, Superior shall advise Wyoming in writing of such offer and Wyoming shall meet or better said offer within a period of twelve (12) months following date of acceptance of gas in bonafide offer, or shall release Superior from its obligation to sell said gas to Wyoming. Should Superior in its operations produce gas in order to produce crude petroleum Superior shall have the right to dispose of only such gas in any manner that Superior sees fit.

Dated at Salt Lake City, Utah, this 27 day of May, 1951.

WYOMING PETROLEUM CORPORATION

416

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

On this 23 day of May, 1951, before me personally appeared C. I. JUSTHEIM and KATHRYN C. BRADFORD, who being by me first duly sworn on their respective oaths did say: That they are respectively President and Secretary of the WYOMING PETROLEUM CORPORATION, the corporation that executed the within instrument, and that the seal affixed thereto is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal this 23 day of May, 1951.

Notary Public
Residing at Salt Lake City, Utah

My commission expires:

June 25, 1954

CERTIFIED
to be a true and [illegible] copy
of the official record on file
SEP 17 1982
BUREAU OF LAND MANAGEMENT

Assignment approved:

Chief, Branch of Leasing
Division of Minerals

Form No. 4-1175 (July 1951) With acreage ch d to 46,080

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

RECEIVED
FEB 21 1955
OFFICE
Land and Surveyor
Box 678 Cheyenne, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 239337
The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. Evanston 017710 A
Date of Lease Dec. 31, 1938

50434-000
Middle Piney Creek

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to .....
(Name and address)

DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas

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

1. Lands affected by this assignment:

T. 30 N., R. 113 W., 6th. P.M., Sublette County, Wyoming

Section 34: SW¼ SW¼

40.00 acres, more or less

Subject to operating rights of Superior Oil Co. for all zones below a point 1,500 feet above the top of the Frontier Formation.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 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 3rd. day of February 19 55

WITNESSES: ATTEST:

A. M. Walter

A. M. Walter, Assistant Secretary

BELCO PETROLEUM CORP.

A. B. Belfer

A. B. Belfer (Assignor's signature)
President

42 Broadway, New York 4, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this 3rd. day of February 19 55

WITNESSES:

(Name and address)

(Name and address)

David C. Bintliff

David C. Bintliff
(Assignee's signature)

812 Rusk Ave., Houston, Texas
(Address)

Assignment approved effective MAR 1 - 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

Manager, Land Office
(Title)

238734

RECORDED Sept. 23 1992
IN BOOK 8 PAGE 418
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
3:55 PM
Judy K. Smith
COUNTY CLERK

CERTIFIED
to be a true and complete copy
of the official record on file

SEP 17 1992
BUREAU OF LAND MANAGEMENT

418

Form No. 4-1175
(July 1951)

With acreage changed to 46,080

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

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

50431-000
Middle Piney Creek

Office Wyoming
Serial No. Evanston 017710 A
Date of Lease December 31, 1938

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to .....
(Name and address)
Belco Petroleum Corp., 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. 30 N., R. 113 W., 6th. P.M., Wyoming

Section 34: SW¼ SW¼

40.00 acres

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee 100%
4. Overriding royalty reserved herein to assignor ..... -0-
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 2½%
(State percentage only)

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

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

Executed and witnessed this 24th. day of January 19 55.

WITNESS:

Violet Berman

Arthur O'Boyle
(Assignor's signature)

42 Broadway, New York, 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.
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. previously furnished for Evanston 025930.
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 24th. day of January 19 55

~~WITNESSES~~ ATTEST:

A. M. Walter
A. M. Walter (Name and address) Ass't. Secty.

(Name and address)

BELCO PETROLEUM CORP.

A. B. Beller
A. B. Beller, (Assignee's signature) President

42 Broadway, New York 4, N. Y.
(Address)

Assignment approved effective FEB 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.

238735

RECORDED Sept. 23 1992 3:55 P.M.
IN BOOK 89 PAGE 419 OF
FEES $8.00 SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K Smith COUNTY CLERK

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

SEP 17 1992
BUREAU OF LAND MANAGEMENT

RIDER

Assignment of Evanston 017710 A
from Arthur B. Belfer to Belco Petroleum Corp., dated January 24, 1955

1) Subject to a payment in the original sum of $6,200.00, payable in amounts equivalent to 5% of the value of the oil, gas and other hydrocarbon substances produced, saved and sold from zones below a depth of 2,500 feet below the surface.

2) Subject to operating rights of the Superior Oil Company in all zones below a depth of 1,500 feet above the top of the Frontier Formation.

aj

6. *Bonds.*—Where an assignment is of an entire lease which is covered by an outstanding lease bond, it must be accompanied by a new bond or in lieu thereof the consent of the surety on the bond of record to remain bound thereunder with the assignee as the substituted principal. If an undivided lease interest is assigned, the assignment must be accompanied by the consent of the surety on the bond of the assignor to inclusion of the assignee as a joint-principal on the bond, or a new bond with assignor and assignee as joint-principals may be furnished. Any assignment which does not convey the assignor's record title in all of the lands in the lease must also be accompanied by consent of his surety to remain bound under the bond of record for the lease interest retained by said assignor, if the bond, by its terms, does not contain such consent. If a party to the assignment has previously furnished a Nation-wide bond on either form 4–1167 or 4–1168 applicable to the State and the act under which the lease issued, no additional showing is necessary by such party as to the bond requirement.

7. *Lease Account.*—All rentals and royalties due under a lease must be paid when an assignment is filed, or before the assignment is reached for action, otherwise the lease may be canceled.

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

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

SEP 17 1982
Arielle Kuralak
BUREAU OF LAND MANAGEMENT

420

421

Form No. 4-1175
July 1955

Facsimile reproduction

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. _____

50434-000
Middle Piney Creek

Office Evanston
Serial No. 017710A
Date of Lease December 31, 1938

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)
630 Third Avenue, New York 17, N. Y.
the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:
T. 30 N., R. 113 W. 6th P. M.
Sublette County, Wyoming
Sec. 34: SW¼SW¼

Subject to Operating Rights of Superior Oil Company for all zones below a point 1,500 feet above the top of the Frontier Formation.

40.00 acres

2. Lands approved by this assignment:

SAME LAND DESCRIPTION AS ITEM 1

3. Interest of assignor in such lands 25%
4. Extent of such interest conveyed to assignee 100% of said 25%
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 2½% of said 25% (State percentage only)

SUBJECT TO PRODUCTION PAYMENT(S) AS ATTACHED RIDER

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

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

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

WITNESS:

Linda Wyville — Gladys G. Gay

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

ATTEST

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

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

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA
By Cecil L. Hase (Signing officer)
Manager, Land Office
Box 928, 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.

238736

RECORDED Sept. 23 1959
IN BOOK 82 PAGE 421
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Judy K Smith

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 17 1982
Cecilia L. Kwalahie
BUREAU OF LAND MANAGEMENT

R I D E R

Evan. 017710 A

ASSIGNMENT OF LEASE

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

DCB

CERTIFIED
to be a true and [illegible] copy
of the official record on file

SEP 17 1982
Adelle A. Kwalski
BUREAU OF LAND MANAGEMENT

Kintzel Blue Print Co.
Box 741
Casper, Wyoming

RECEIVED
OFFICE STAMP
FEB 21 1955
Land and Survey Office
Box 618 Cheyenne, Wyo.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

The following to be filled in by land office when new serial number is required:
New Serial No. .....

Office Wyoming
Serial No. 01332
Date of Lease May 1, 1950

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to .....
(Name and address)
DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas
the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands affected by this assignment:

T. 29 N., R. 113 W., 6th. P.M., Sublette County, Wyoming

Sec. 27: S½ NE¼, E½ SE¼, SE¼ NW¼
26: S½, S½ N½

680.00 acres, more or less,
subject to production payments per attached rider.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 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 4-1178 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 3rd. day of February 1955

WITNESSES: ATTEST:

A. M. Walter
A. M. Walter, Assistant Secretary

BELCO PETROLEUM CORP.
A. B. Belfer
A. B. Belfer (Assignor's signature) President
42 Broadway, New York 4, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

"This form is submitted in lieu of official Form 4-1178 and contains all of the provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 3rd. day of February 1955

WITNESSES:

Dorothy Pripley
(Name and address)
M. A. Lenz
(Name and address)

David C. Bintliff
David C. Bintliff
(Assignee's signature)
812 Rusk Ave., Houston, Texas
(Address)

Assignment approved effective MAR 1 - 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)
Manager, Land Office
(Title)

50362-000
Big Piney
Mesaverde

23873?

RECORDED Sept. 23 1992 3:55 PM
IN BOOK 89 MISC. PAGE 423
FEES $8.00 Mary Lou Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy Judy K. Smith

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 17 1992
Estella A. Kwiatkowski
BUREAU OF LAND MANAGEMENT

assignment dated February 1 1956
of WYOMING 01332

SUBJECT TO a proportionate part of a Production Payment in the original sum of $1,500,000.00 primary payable in an amount equal to five percent (5%) per annum on the unpaid balances of the primary amount from time to time remaining paid previously granted to David C. Bimson on February 2[illegible] payable out of fifty percent (50%) of seven eighths (7/8) of all oil and gas in and under, and that may be produced saved and marketed from these lands and other lands

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

AJ

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

SEP 17 1992
Adolfo L. Kowalski
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

BUREAU OF LAND MANAGEMENT

New Serial No. .....
Wyoming
Office .....04226.....
Serial No. ....January 1, 1951
Date of Lease .....

50027-000
Coat Hill

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)
630 Third Avenue, New York 17, N. Y.
the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:	2. Lands approved by this assignment:
T. 30N R. 113W 6th P. M. Sublette County, Wyoming Section 28: SW¼NW¼, SW¼, E½NW¼ 280.00 acres	SAME LAND DESCRIPTION AS ITEM 1

3. Interest of assignor in such lands 25%
4. Extent of such interest conveyed to assignee 100% of said 25%
5. Overriding royalty reserved herein to assignor ..... none ..... (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved ..... 6% of said 25% (State percentage only)

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

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

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

WITNESS:

Simpson Cherry

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

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

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

WITNESS: ATTEST:

John P. Dietz

John P. Dietz, Assistant Secretary

(Name and address)

BELCO PETROLEUM CORPORATION

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

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA
For the Director
By .....
(Signing officer)
Chief, Branch of
Minerals Adjudication
Land 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.

238773

RECORDED Sept 28 19 59 10:15 AM
IN BOOK 89 OF Misc PAGE 425
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Judy K. Smith

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 28 1992
Shirley Fisher
BUREAU OF LAND MANAGEMENT

Form No. 4-1175
(July 1951)

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

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOT TO BE FILLED IN BY LESSEE
Receipt No. 12185

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

New Serial No. .....

50027-000
Goat Hill

Office Wyoming
Serial No. 04226
Date of Lease January 1, 1951

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to .....
(Name and address)

Norman C. Belfer, 110-45 Queens Boulevard, Forest Hills, 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. 30 N., R. 113 W., 6th. P.M., Wyoming

Section 28: W½

320.00 acres, more or less

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

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

"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 29th. day of June 1954

WITNESS:

A.M. Haber

Arthur B. Belfer
Arthur B. Belfer
(Assignor's signature)

42 Broadway, New York 4, N. Y.
(Address)

238774

RECORDED Sept. 28 1992 10:15 AM
IN BOOK 89 OF MISC. PAGE 426
FEES $6.00 Judy K. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K. Smith

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 provisions thereof as of the date of filing of this assignment."

Executed and witnessed this 29th. day of June 19 54

WITNESSES:

A.M. Haber Bklyn N.Y.
(Name and address)

Violet Berman, Bklyn, N.Y.
(Name and address)

Norman C. Belfer
Norman C. Belfer
(Assignee's signature)

110-45 Queens Boulevard, Forest Hills, N.Y.
(Address)

Assignment approved effective AUG 1

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

.....
(Title)

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

SEP 23 1992
Shirley Finley
BUREAU OF LAND MANAGEMENT

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

E-022929

50051-000
Spur Creek

COPY

ASSIGNMENT OF OPERATING RIGHTS

This Assignment of Operating Rights is made and entered into by and between CHANDLER & ASSOCIATES, INC., a Colorado corporation, 1401 Denver Club Building, Denver, Colorado 80202, hereinafter called "Assignor," and BELCO PETROLEUM CORPORATION, 445 Union Boulevard, Suite 209, Lakewood, Colorado 80228, hereinafter called "Assignee," and Assignor and Assignee as hereinafter collectively called "Parties Hereto."

WITNESSETH:

WHEREAS, Assignor is the owner and holder of certain oil and gas leases and leasehold estates as shown below, in Sublette County, Wyoming, hereinafter referred to as "Said Leases";

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer and convey unto Assignee, its successors and assigns, an undivided 50% of Assignor's present interest as shown of record in said leases, insofar as they cover those lands described below:

Lessor: United States of America
Lessee: K. Dean Butler
Lease No.: EV-025548
Dated: January 1, 1948

Insofar and only insofar as said lease covers those stratigraphic formations found in the initial test well between the surface of the ground and 3760 feet in the following lands:

Township 27 North, Range 112 West
Section 26: N½SW¼, SE¼SW¼
Section 27: E½SE¼

and

Lessor: United States of America
Lessee: John S. Hutchins
Lease No.: EV-022929
Dated: September 1, 1947

Insofar and only insofar as said lease covers those stratigraphic formations found in the initial test well between the surface of the ground and 3989 feet in the following lands:

Township 27 North, Range 112 West
Section 34: NE¼NE¼

And insofar and only insofar as said lease covers those stratigraphic formations found in the initial test well between the surface of the ground and 4142 feet in the following lands:

Township 27 North, Range 112 West
Section 35: N½NW¼

This Assignment of Operating Rights is made subject to and is governed by the terms and conditions of the Stead Canyon Unit Agreement and Stead Canyon Unit Operating Agreement, and that certain letter agreement dated September 20, 1977 between Assignor and Assignee. Such operating rights are further subject to the terms and provisions of the basic oil and gas lease underlying said operating rights, prior assignments thereof, and contracts between the parties hereto to which said rights may be subject.

RECORDED Sept 28 1992 10:15 AM
IN BOOK 89 OF MISC. RECORDS PAGE 427
FEES $12.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K. Smith COUNTY CLERK
238775

CERTIFIED
to be a true and correct copy of the
of the official records on file in this

SEP 23 1992
BUREAU OF LAND MANAGEMENT

This Assignment shall be subject to and bear its proportionate part of lessor's royalty, overriding royalty interest, production payments, or any other working interest burdens in existence as of the date hereof.

The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Belco Petroleum Corporation and Chandler & Associates, Inc., their successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

This Assignment of Operating Rights is made without warranty of any kind, either express or implied.

IN WITNESS WHEREOF, this instrument has been executed this 12th day of April, 1978.

CHANDLER & ASSOCIATES, INC.

ATTEST:

Hubert L. White, Secretary

By Randall C. Thompson, Vice President

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

The foregoing instrument was acknowledged before me this 12th day of April, 1978 by Randall C. Thompson, Vice President of Chandler & Associates, Inc., a Colorado corporation.

Witness my hand and official seal.

Notary Public

My commission expires June 22, 1981.

COPY

'78 JUL 27
CHEYENNE, WY

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

'78 JUL 27 ... CHEYENNE, WYOMING

REQUEST FOR APPROVAL OF ASSIGNMENT
OF OPERATING RIGHTS

The undersigned hereby requests approval of the attached Assignment and certifies as follows:

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

2. Assignee is a corporation or other legal entity (specify kind) A Delaware Corporation and is qualified to take this assignment as shown by statements previously filed with lease W-56943.

3. Assignee's interests, direct and indirect, do not exceed:

   a. 200,000 acres in oil and gas options; or

   b. 246,080 chargeable acres in options and leases in the same State; or

   c. 300,000 chargeable acres in options and leases in each leasing district in Alaska.

4. Assignee is the sole party in interest in this Assignment.

5. Filing fee of $ 25.00 is attached hereto.

The Assignee agrees to be bound by the terms and provisions of the lease(s) described herein, provided the assignment is approved by the authorized officer of the Bureau of Land Management.

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

Executed on this 24 day of July, 1978.

BELCO PETROLEUM CORPORATION

BY: David B. Martin
David B. Martin
Attorney-in-Fact

CERTIFIED
to be a true and complete copy
of the official record on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

DEPARTMENT OF THE INTERIOR
1978 JUL 27 AM 10: 00
CHEYENNE, WYOMING

STATEMENT OF ATTORNEY-IN-FACT

OF

BELCO PETROLEUM CORPORATION

I, DAVID B. MARTIN, Attorney-in-Fact for BELCO PETROLEUM CORPORATION, do hereby state and affirm that a Certificate of Resolution of the Board of Directors of BELCO PETROLEUM CORPORATION authorizing and empowering me, DAVID B. MARTIN, to act as Attorney-in-Fact for said corporation is on file under serial number W-56943 and that such Resolution is on the date shown below still in full force and effect.

I, DAVID B. MARTIN, do hereby further state and affirm that I do not now nor will I in the future have any interest of any nature or degree in the properties covered and affected by the instrument to which this statement is attached.

BELCO PETROLEUM CORPORATION

David B. Martin
Attorney-in-Fact

Date: July 24, 1978

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

THIS OPERATING AGREEMENT made and entered imto as of the 30th July 1971 by and between BELCO PETROLEUM CORPORATION, 630 Third Avenue, New York, New York 10017, hereinafter called "BELCO" and CHANDLER & ASSOCIATES, INC., 1401 Denver Club Building, Denver, Colorado 80202, hereinafter called "ASSIGNEE".

50051-000
SpurCreek

W I T N E S S E T H:

WHEREAS, BELCO owns and holds an interest in each of certain oil and gas leases covering lands in Sublette County, Wyoming more fully described in Exhibit "A" attached hereto, and hereby made a part hereof; and

WHEREAS, the parties hereto are now desirous of entering into an agreement, covering the above described leases upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, it is hereby mutually agreed as follows, with respect to each lease listed in Exhibit "A":

for Approval

1. Rights Granted: BELCO hereby grants and conveys to ASSIGNEE an undivided one quarter (¼) of its 100% interest of the lands and leases described in Part I of Exhibit "A" hereto and all of its 50% interest of the lands and lease described in Part II of Exhibit "A" hereto in the right and privilege of operating, testing and developing the lands described in Exhibit "A" for oil, gas and other hydrocarbon substances from the surface down to a point which is the stratigraphic equivalent of 50 feet below the depth drilled in the well at the location shown as to each prospect on Exhibit "A" hereto and as to the lease shown in Part II of Exhibit "A" hereto there is further excepted and reserved and transferred to ASSIGNEE any interest of BELCO in that certain zone which produces in the Star Corral Field as found between the depths of 3475 and 3500 feet below the surface in the well located in the NENE of Sec. 30, 30N 112W, under the terms of said oil and gas leases or any extensions or renewals thereof. In connection therewith, ASSIGNEE shall be entitled to exercise, together with BELCO all rights and privileges granted to lessee under the terms of said oil and gas lease down to said depth and in the vent of production of oil, gas and other hydrocarbon substances from said lands down to said depth, the interest herein transferred in the same shall be owned by ASSIGNEE subject to the payment of royalty due the lessor under the terms of said lease and the overriding royalty or other payments from production heretofore existing or herein created.

238776

RECORDED Sept. 28 1992 10:15 M
IN BOOK 89 PAGE 431
FEES $16.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
to be a true and complete copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] K Smith [redacted]

It is expressly agreed that BELCO, for itself and its successors and assigns, hereby except, retains and reserves all of the oil, gas and hydrocarbon substances and leasehold estate lying below the depth specified in Exhibit "A" hereof. Sometimes hereinbelow, the title and depths above the depth specified in Exhibit "A" are called "the shallow zone" and the title and depths below said specified depth are called "the deep zone".

2. Rights and Obligations: BELCO and ASSIGNEE shall have concurrent and mutual easements to said lands for the purpose of exploring, drilling, producing, storing and marketing minerals from the respective zones of said parties, and the parties shall share in any and all rights granted by said oil and gas lease as incident to said exploration, drilling, producing, storing and marketing, and by way of example only, this shall include the right to lay pipe lines, water lines, power lines, dig pits, erect and do and perform any and all things reasonably necessary to the interest of the respective parties in their respective zone. Any operations on said lands shall be the separate operation of the party conducting the same and shall not be considered as a joint undertaking, joint operation or partnership. In their said separate respective operations, each party shall comply with the terms of said lease and all applicable laws, rules and regulations, and neither party shall be liable for the operations or acts of the other, and each party will protect and save the other harmless from all demands and causes of action arising directly or indirectly out of such separate operations.

3. Rentals: BELCO will make a bona fide effort to pay all rentals which become due the lessor under the terms of said lease as to said lands, but shall not be liable for inadvertent failure to pay such rentals and shall only be liable for bad faith or gross negligenc in failing to make such payment. ASSIGNEE shall reimburse BELCO for ASSIGNEE 's percent of such payment within Fifteen (15) days after demand therefor. If ASSIGNEE shall fail or refuse to so reimburse BELCO within Thirty (30) days after a demand therefor by registered

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of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

cease and terminate and he shall reassign and surrender said premises to BELCO. ASSIGNEE and BELCO shall pay any royalty, including minimum royalty, due the lessor under the terms of said oil and gas lease by reason of production from the zone of each respective party, and each party shall do and perform any and everything relating to its zone that may be necessary to keep said lease in good standing with the lessor as to said lands. BELCO shall promptly furnish ASSIGNEE with copies of all notices or demands received from the lessor as to the above described lands with respect to any default or nonperformance as to said lands.

4. Ad Valorem Taxes: Ad valorem taxes, if any, on the above described shallow zone shall be apportioned as of date of first runs. For all years subsequent thereto, each party shall render or assess its zone on all material and equipment appurtenant thereto and shall pay the ad valorem taxes, if any, thereon.

5. No Warranty: This Agreement is made without warranty of title, either expressed or implied. The terms hereof shall be covenants running with the ownership of said above described oil and gas lease, and the interest conveyed hereby and shall bind and benefit the undersigned and their respective assigns, successors and personal representatives.

6. Term: Unless surrendered or reassigned as hereinabove provided, this agreement shall remain in full force and effect during the life of said oil and gas lease and any and all extensions and renewals thereof.

7. Approval: Either party may, if it so elects, file this operating agreement for approval with the appropriate office representing the lessor. Each party agrees to furnish to the other all future documents and things reasonably requested in order to obtain such approval.

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of the official record on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of Seventeen and One Half (17½%) per cent, shall be suspended when the average production of oil per day average on the monthly basis if Fifteen (15) barrels or less.

9. This Agreement is subject to the terms of a certain agreement designated Agreement dated April 15, 1971 between the parties hereto.

IN WITNESS THEREOF, this agreement is executed as of the day and year above written.

ATTEST:

BELCO PETROLEUM CORPORATION

Assistant Secretary

President

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss.

On this 3rd day of August, 1971, before me appeared Robert A. Belfer to me personally known who being by me duly sworn did say that he is the President of Belco Petroleum Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Robert A. Belfer acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 3rd day of August, 1971.

My commission Expires:

REBA ROSENBLUM
NOTARY PUBLIC State of New York
No. 03-3[illegible]
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1972

Notary Public

CERTIFIED
to be a true and complete copy
of the official record on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

CERTIFIED
to be a true and complete copy
of the official records on file
SEP 25 1992
BUREAU OF LAND MANAGEMENT

435

Exhibit A

Sublette County, Wyoming

Prospect No.	Lease Serial No.	Township	Range	Description	Depth & Location of Test W
		I. Assignment of 25% Interest			
867.1	E-024628	30N	113W	Sec. 11: W/2	3751' Sec. 11: NENW
	W-02274	30N	113W	Sec. 11: SE	
969	E-022929	27N	112W	Sec. 34: SE	
				Sec. 35: S/2	4130' Sec. 35: SESW
		II. Assignment of 50% interest with reservation of ORR			
868	W-16770	30N	112W	Sec. 30: SWNE	3600' Sec. 30: SWNE

There is excepted and reserved to BELCO from the interest herein assigned in Lease W-16770 a net ORR of 1/16th of 8/8 of all gas and a net ORR of 1/16th of 8/8ths of all oil when daily average oil production on a calendar month basis is more than 25 barrels and 1/32nd of 8/8ths of all oil when daily average production on a calendar month basis is 25 barrels or less. The overriding royalty reserved shall be subject only to a deduction of its proportionate share of production and ad valorem taxes. At the time Assignee recovers from the net production attributable to each such well (being gross production less all royalty, taxes, cost of workovers, repairs, recompletion, additional completions and operating expenses) all of the cost and expense incurred by Chandler in connection with the drilling, equipping and completing of such well, and at any time thereafter, at Belco's option, by written notice to Assignee, Belco may convert its said overriding royalty interest into a 25% working interest.

llowing such conversion Belco will own its proportionate part of all equipment and be obligated for its proportionate part of all operating and other costs incidental to such well.

CERTIFIED
to be a true and complete copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

Exhibit A

Sublette County, Wyoming

Prospect No.	Lease Serial No.	Township	Range	Description	Depth & Location of Test Well
		I. Assignment of 25% Interest			
867.1	E-024628	30N	113W	Sec. 11: W/2	3751' Sec. 11: NENW
	W-02274	30N	113W	Sec. 11: SE	
969	E-022920	27N	112W	Sec. 34: SE Sec. 35: S/2	4130' Sec. 35: SESW
		II. Assignment of 50% interest with reservation of ORR			
868	W-16770	30N	112W	Sec. 30: SWNE	3600' Sec. 30: SWNE

436

There is excepted and reserved to BELCO from the interest herein assigned in Lease W-16770 a net ORR of 1/16th of 8/8ths of all gas and a net ORR of 1/16th of 8/8ths of all oil when daily average oil production on a calendar month basis is more than 25 barrels and 1/32nd of 8/8ths of all oil when daily average production on a calendar month basis is 25 barrels or less. The overriding royalty reserved shall be subject only to a deduction of its proportionate share of production and ad valorem taxes. At the time Assignee recovers from the net production attributable to each such well (being gross production less all royalty, taxes, cost of workovers, repairs, recompletion, additional completions and operating expenses) all of the cost and expense incurred by Chandler in connection with the drilling, equipping and completing of such well, and at any time thereafter, at Belco's option, by written notice to Assignee, Belco may convert its said overriding royalty interest into a 25% working interest. Following such conversion Belco will own its proportionate part of all equipment and be obligated for its proportionate part of operating and other costs incidental to such well.

Form 3120–13
(September 1964)
(formerly 4–1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE*

L-120334-1

Serial Number
EV-022929

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease
9-1-67

New Serial Number

50051-000
Spur Creek

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

the record title interest in and to such lease as specified below.

RECEIVED
NOV 7 1967
LAND MANAGEMENT
WYOMING

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 34: All
Section 35: All

containing 1280.00 acres

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
DEC 18 1967
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

Bond in sum of $ 10000 - Statewide
with United States Fidelity & Guaranty Co
as surety filed.

COMMITTED TO Conf. for 1967 UNIT.
NO. 14-08-001- Wyo. I - Sec. 777
APPROVED 11-6-67

Without warranty of title express or implied

2. What interest was held by the assignor in above-described lands prior to this assignment? 25%

3. What percentage of the assignor's interest is being conveyed to assignee? 100% of 25% percent

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)*
None on interest herein assigned

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

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

Executed this 14 day of November, 1967

HUMBLE OIL & REFINING COMPANY

By _____
(Assignor's Signature) Attorney-in-Fact

P. O. Box 60347
(Assignor's Address)

Oklahoma City, Oklahoma 73106

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below: SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective JAN 1 1968

Date approved MAR 11 1968

By _____
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including
(date) _____

Acting ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

RECORDED Sept. 28 1992 10:15 AM
IN BOOK 89 PAGE 427
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
Judy K. Smith

238277

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 28 1992
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. **Is the assignee over 21 years of age *and* a citizen of the United States?** ☐ **Yes** ☐ **No**

b. **Is the assignee a corporation or other legal entity?** ☒ **Yes** ☐ **No** *(If "yes," specify kind)*

Delaware corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. **Wyoming 01332**

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.

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 7th day of December, 1967

ATTEST:

Paul Kershon
Paul Kershon, Asst. Secretary

BELCO PETROLEUM CORPORATION

Jack Foltz, (Assignee's Signature) Vice President
630 Third Avenue
New York, New York 10017
(Address)

INSTRUCTIONS

1. *Use of form.* This form is to be used only for assignment of record title interests in oil and gas leases. It is *not* to be used for assignments of working or royalty interest, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three (3) *original* executed counterparts thereof, together with any required bond and proof of the qualification of the assignee to take and hold the interest assigned. Assignments *must* be filed within ninety (90) days from date of final execution and *each must* be accompanied by a filing fee of $10. Any assignment not accompanied by the required fee will *not* be accepted for filing. An assignment of record title may cover lands in only one lease. Where more than one assignment is made out of a lease, a separate instrument of transfer *must* be filed for *each* assignment.

2. *Qualifications of assignee.* Assignee *must* indicate whether or not he is over the age of 21 *and* a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment *must* be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it *must* submit a statement containing the following information: (a) the State in which it is incorporated; (b) that it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings *must* be furnished. Where evidence of the corporation's citizenship and stock ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there *must* be full compliance with the regulations 43 CFR 3123.2.

3. *Statement of interests.* Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee *must* submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement *must* be signed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral; and a copy of the agreement, if written. All interested parties *must* furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, *must* be filed not later than fifteen (15) days after the filing of the assignment.

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

5. *Effect of assignment.* Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3128.5. Oil and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128.1–6 relate to assignments of such leases or interests therein.

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

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 2 3 1992
BUREAU OF LAND MANAGEMENT

GPO 844-834

TRANSFER OF OPERATING RIGHTS

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
NOV 1 1967
7 8 9 10 11 12 1 2 3 4 5 6 P M

50051-000
Spring Creek

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, with an office in the Security Life Building, Denver, Colorado 80202, hereinafter referred to as "Assignor", hereby does bargain, sell, transfer and convey unto BELCO PETROLEUM CORPORATION, a Delaware corporation, 630 3rd Avenue, New York 17, New York, hereinafter referred to as "Assignee", all of its right, title and interest in and to the operating rights in all Formations from the surface to the bottom of the Mesa Verde Formation granted Assignor in that certain Transfer of Operating Rights from Assignee to Assignor, dated February 14, 1961, recorded in Book 30 of Oil and Gas, at Page 597, Sublette County, Wyoming, covering the following described oil and gas lease, to-wit:

Serial No.:	E-022929
Lessor:	United States of America
Lessee:	John S. Hutchins
Date:	September 1, 1947
Recorded:	Book 15 Oil and Gas, at Page 206; Book 15 Oil and Gas, at Page 213, Sublette County, Wyoming

insofar as said lease covers the following described land in Sublette County, Wyoming, to-wit:

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

Section 34: All
Section 35: All

238778

RECORDED Sept. 28 1992 10:15 M
IN BOOK 89 Misc PAGE 439
FEES $10.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] K. Smith

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 28 1992
BUREAU OF LAND MANAGEMENT

This Transfer is made without warranty of title, either express of implied.

EXECUTED this 23rd day of October, 1967.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

APPROVED

STATE OF COLORADO)
: SS.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by _____ L. L. Yancey, as Attorney in Fact for PAN AMERICAN PETROLEUM CORPORATION, this 23rd day of October, 1967.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:
My Commission expires Jan. 19, 1971

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 28 1992
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Lease
Serial No. Evanston 022929

REQUEST FOR APPROVAL OF ~~ASSIGNMENT~~ TRANSFER OF OPERATING RIGHTS

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

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

2. Assignee is a corporation or other legal entity (specify kind) ____ a Delaware corporation and is qualified to take this assignment as shown by statements previously filed with lease Wyoming 01332.

3. Assignee's interest, direct and indirect, do not exceed:
   a. 200,000 acres in oil and gas options ____Yes __X__ No
   b. 246,080 chargeable acres in options and leases in the same State ____Yes __X__ No
   c. 300,000 chargeable acres in options and leases in each leasing district in Alaska ____Yes __X__ No

4. Assignee __X__ is ____ is not the sole party in interest in this Assignment.

5. Filing fee of $10.00 is attached __X__ Yes ____ No

CERTIFIED
This document is a true and correct copy of the official records on file
SEP 24 1992
BUREAU OF LAND MANAGEMENT

The 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 4-1175, 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 on this 31st day of October, 1967.

ATTEST:
Paul Kershon
Paul Kershon, Asst. Secy.

BELCO PETROLEUM CORPORATION

(Assignee's Signature)
Jack Saltz, Vice President
630 Third Ave. New York, N.Y. 10017
(Address)

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

50051-000
Spur Creek

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with an office in Casper, Wyoming, hereinafter referred to as "Assignor" or as "Pan American", hereby does bargain, sell, assign, transfer and convey unto BELCO PETROLEUM CORPORATION, a corporation, its successors or assigns, hereinafter referred to as "Assignee", all its right, title and interest in and to the oil and gas lease, covering lands situated in Sublette County, State of Wyoming, described in Exhibit "A" hereto, insofar as said lease covers the land in said county and state, and described in said Exhibit "A" hereto, and all its interest in the well or wells located on said lands, or any equipment in said well or wells to and including wellhead equipment (said lease and land sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. Pan American represents that, except as to overriding royalties or other lease burdens shown on Exhibit "A", the lease and the wells and equipment thereon are free and clear of liens, claims, or encumbrances. Pan American agrees to pay any tax which may be levied or assessed on oil, gas or associated kindred hydrocarbons produced prior to the effective date hereof. The interest in the lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to said overriding royalties set forth in Exhibit "A"; and the Assignee hereby assumes and agrees to pay, its proportionate part of each of said overriding royalties to the extent that it is or remains a burden on the interest in the lease acreage herein assigned.

Pan American does not warrant title to the interest conveyed hereby, but does agree to assume the burden of any overriding royalty, production payment, or other lease burden payable out of production with which the lease acreage is burdened and which are not shown on Exhibit "A".

Assignment Approved Effective APR 1 1961

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

442

238729

RECORDED Sept. 28 19 92 10:15 AM
IN BOOK 89 PAGE 442
FEES $11.00 Judy K. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
to be a true and correct copy of the official record on file

SEP 28 1992
BUREAU OF LAND MANAGEMENT

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his or its successors, heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 6th day of February, 19 61.

PAN AMERICAN PETROLEUM CORPORATION

By T. S. Yancey
Its Attorney in Fact

APPROVED
DES
BMM

STATE OF WYOMING)
: SS.
COUNTY OF NATRONA)

On this 6th day of February, 19 61, before me appeared T. S. Yancey, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of PAN AMERICAN PETROLEUM CORPORATION, and that said instrument was executed on behalf of said corporation by authority of its board of directors, and said T. S. Yancey acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 6th day of February, 19 61.

Jacqueline S. Ford
Notary Public

My commission expires My Commission Expires January 4, 1965

CES:ccj (200)
1-18-61

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

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.

CERTIFIED
to be a true and correct photographic copy
of the official records on file
SEP 23 1982
BUREAU OF LAND MANAGEMENT

BUREAU OF LAND MANAGEMENT
SEP 23 1992

FORM 165 5-80 (PRINTED IN U.S.A.)

EXHIBIT "A" PAGE 1 STATE OF WYOMING COUNTY OF

LEASE SCHEDULE

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

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK	RECORDED PAGE
104417	United States of America (E-022929)	John S. Hutchins	9-1-47	Township 27 North, Range 112 West Sec. 33: S/2,NE Sec. 34: All Sec. 35: All	15 15	206 213

445

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

In the Matter of Oil and Gas Lease
Serial No. Wyoming 022929

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 Salta, Secretary.

CERTIFIED
to be a true and complete copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

Assignment Approved Effective:

_____
(Date)

THE UNITED STATES OF AMERICA

By: _____
(Signing Officer)

_____
(Title)

446

Facsimile reproduction

447

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

TO BE FILLED IN BY LESSEE
Receipt No. [illegible]

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

New Serial No. .....

50057-000
Spar Creek

Office Evanston
Serial No. 022929
Date of Lease September 1, 1947

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

LAND OFFICE CHEYENNE, WYOMING

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

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

1. Lands requested by this assignment:

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

Sec. 33: NE¼, S½
34: All
35: All

1760.00 acres, more or less

2. Lands approved by this assignment:

SAME LAND DESCRIPTION AS ITEM 1

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

SEP 23 1992
BUREAU OF LAND MANAGEMENT

3. Interest of assignor in such lands 50%
4. Extent of such interest conveyed to assignee 100% of 50%
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 2% of said 50% (State percentage only)

MORTGAGE PE ATTACHED RIDER

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

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

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

WITNESS:
Gladys Veldhuis

BELFER NATURAL GAS COMPANY
Robert A. Belfer (Assignor's signature) Partner
630 Third Avenue, New York 17, N. Y.
(Address)

238780

RECORDED Sept. 28 19 92 10:15 M
IN BOOK 89 PAGE 447
FEES $6.00 Mary L. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Judy K. Smith

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
(Assignee's signature)
Lawrence Ruben, EXECUTIVE VICE-PRESIDENT
630 Third Avenue, New York 17, N. Y.
(Address)

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA
By .....
(Signing officer)
[illegible] 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.

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

RAB

[redacted] production
Kimbell Oil Print Co.
Box 741
Casper, Wyoming

RECEIVED
NOV 15 1957
Bureau of Land Management
Cheyenne, Wyoming

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

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

[redacted]

Office Evanston
Serial No. 022929
Date of Lease September 1, 1947

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELFER NATURAL GAS COMPANY, of (Name and address)
42 Broadway, New York 4, N.Y.

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

1. Lands affected by this assignment:

T. 27 N., R. 112 W., 6th PM., Sublette County, Wyoming
Sec. 33: NE¼, S½
34: All
35: All

containing 1,760.00 acres, more or less

2. Interest of assignor in such lands 50%
3. Extent of such interest conveyed to assignee 100% of 50%
4. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 2% (State percentage only)

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

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

Executed and witnessed this 12th day of November, 19 57.

WITNESS:

John L. Kemmerer, Jr.
(Signing signature)
120 Broadway, New York, N.Y.
(Address)

CERTIFIED to be a true and comparative copy of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
   Corporation or other legal entity (specify what kind) ---company---
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto, and previously furnished with lease Evanston 022209.

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

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

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

Executed and witnessed this 12th day of November, 1957

WITNESSES:
A. M. Walker, Ally, N.Y.
(Name and address)
Dolores Leitner, Bklyn, NY
(Name and address)

BELFER NATURAL GAS COMPANY
By: A. B. Belfer
(Assignee's signature)
A. B. Belfer, Partner,
42 ~~XXX~~ Broadway, (Address) New York 4, N.Y.

Assignment approved effective DEC 1 19..

THE UNITED STATES OF AMERICA
By .....
(Signing officer)
Acting [illegible]
P. O. [illegible], 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.

RECORDED Sept. 28 1992 10:15 AM
IN BOOK 89 PAGE 448
FEES $16.00 Judy K. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy Judy K. Smith

238781

ACKNOWLEDGEMENT

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

On this 12th day of November, 57, before me personally appeared JOHN L. KEMMERER, Jr.,

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

Witness my hand and seal this 12th day of November, 57.

448

(SEAL)

50051-0:00
Spar Creek

STATE OF WYOMING)
: SS.
COUNTY OF SUBLETTE)

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS: That,

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PAN AMERICAN PETROLEUM CORPORATION, and THE CARTER OIL COMPANY, hereinafter collectively referred to as "Assignors", do hereby each bargain, sell, assign, transfer and convey unto JOHN L. KEMMERER, JR., his heirs or assigns, hereinafter referred to as "Assignee", an undivided one-fourth (1/4) interest (a total of one-half [1-2] interest), in and to the following referenced oil and gas lease, covering lands situated in Sublette County, State of Wyoming, to wit:

Lessor:	United States of America
Lessee:	John S. Hutchins
Date:	September 1, 1947
Serial No:	Evanston 022929
Recorded:	Book 15, Page 206

insofar as said lease covers the following described land in said County and State, to wit:

Township 27 North, Range 112 West

Section 33: S/2, NE/4
Section 34: All
Section 35: All

(said lease and land hereinabove described sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

MAY 1 1957
Assignment Approved Effective
Craig A. Decker
Manager, Land Office
Box 929, Cheyenne, Wyoming

CERTIFIED
to be a true and correct copy
of the official record on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

238782

RECORDED Sept. 28 1992 10:15 M
IN BOOK 89 PAGE 449
$ $12.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

1. The lease acreage covered hereby is assigned by the Assignors and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and the Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, his proportionate part of each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage herein assigned.

2. In the event that the Assignee should elect to surrender, let expire, abandon or release all or any of his rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignors not less than sixty (60) days in advance of such surrender, expiration, abandonment or release and, if requested so to do by the Assignors, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignors.

3. This assignment is made subject to all the terms and the express and implied covenants and conditions of said lease, to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessor, but also in favor of the Assignors and their successors and assigns.

4. This assignment is made without warranty of any kind.

5. All notices, reports and other communications required or permitted hereunder, or desired to be given with respect to the rights

CERTIFIED
to be a true and [illegible] copy
of the official record on file
SEP 2 3 1982
BUREAU OF LAND MANAGEMENT

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 Assignors and Assignee, respectively, as follows:

Assignors:

Pan American Petroleum Corporation
Post Office Box 40
Casper, Wyoming

The Carter Oil Company
Post Office Box 120
Denver, Colorado

Assignee:

John L. Kemmerer, Jr.
120 Broadway
New York City 5, New York

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignors and the Assignee and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

TO HAVE AND TO HOLD said lease acreage unto the Assignee, his heirs and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 25 day of February, 1957.

PAN AMERICAN PETROLEUM CORPORATION

By _____
Its Attorney in Fact

APPROVED

THE CARTER OIL COMPANY

By _____
~~Its Attorney in Fact~~
VICE PRESIDENT

O. K. as to transaction JHM

O. K. as to form

ATTEST:

_____
Assistant Secretary

CERTIFIED to be a true and correct copy of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

STATE OF WYOMING)
ss.
COUNTY OF NATRONA)

On this 25 day of February, 1957, 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 25 day of February, 1957.

Notary Public

My commission expires:

_____

STATE OF Oklahoma)
ss.
COUNTY OF Tulsa)

On this 12th day of March, 1957, before me appeared THOS. BROWNFIELD, to me personally known, who, being by me duly sworn, did say that he is VICE PRES. of THE CARTER OIL COMPANY, and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and said THOS. BROWNFIELD, acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and notarial seal this 12th day of March, 1957.

Notary Public

My commission expires:

September 18, 1958

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

50094-000
Tip Top

ASSIGNMENT OF OPERATING AGREEMENT

453

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, page 107, Sublette County, Wyoming [redacted]

LAND OFFICE
CHEYENNE, WYOMING

Federal Oil and Gas Lease - Evanston 022261

T. 28N., R. 113W., 6th P.M., Wyoming

Sec. 19: Lot 5, NW¼NE¼, S½NE¼, SE¼
31: E½NE¼
32: N½NW¼, SW¼NW¼, Lot 1

563.20 acres SUBJECT TO MORTGAGE(S) AND

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"

RECORDED Sept 28 1959 10:15 M
IN BOOK 89 Of Misc PAGE 453
FEES $6.00 Judy K. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

238783

CERTIFIED
True and correct copy
of official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

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 4-1178 and contains all of the provisions thereof as of the date of filing of this request.

Executed and witnessed this _____ day of SEP 28 1959, 19 59

WITNESSES: ATTEST

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

BELCO PETROLEUM CORPORATION

Lawrence Ruben, Executive Vice President
(Assignee's signature)
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.

by the Partners and did acknowledge said instrument to be the [redacted]
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.

[redacted]

RECEIVED
JUL 14 1955

ASSIGNMENT OF OPERATING AGREEMENT

50094-000
TIP TOP

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 107, Sublette County, Wyoming being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 022261

T. 28 N., R. 113 W., 6th. P.M., Wyoming

Section 19: Lot 5, NW¼ NE¼, S½ NE¼, SE¼
31: E½ NE¼
32: N½ NW¼, SW¼ NW¼, Lot 1

563.20 acres, more or less

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.

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.

RECORDED Sept. 28 19 92 10:15 AM
IN BOOK 80 PAGE 454
FEE $18.00 Judy K. Smith
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

238784

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of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

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

29.70 "ASSIGNORS"

Assignment approved:

Manager, Land Office

454

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

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of the official records on file
SEP 29 1992
BUREAU OF LAND MANAGEMENT

117

[illegible]
[illegible]
[illegible]

[illegible]

OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September, 1952, by and between WESTERN OIL REFINING COMPANY, a Wyoming corporation, hereinafter called "Western," the party of the first part, and PFAFF-QUEALY CORPORATION, a Wyoming corporation, hereinafter called "Pfaff-Quealy," the party of the second part, in consideration of the mutual promises and agreements between them, WITNESSETH as follows:

1. LAND DESCRIPTION:

The lands the subject of this agreement, are as follows:

[illegible] dated [illegible] 1952 [illegible] WESTERN OIL REFINING COMPANY to LILLIAN STEFONICK [illegible] covering the following described lands:

[illegible]

S[illegible] 1 4 NE 1 4 S[illegible] NE 1 4 SE 1 4
31: E 1 2 NE 1 4
32: N 1 2 NW 1 4; SW 1 4 NW 1 4; Lot 1

containing 563.20 acres, more or less,

all of said lands being subject to the following reservations heretofore, or hereby, reserved:

Lillian Stefonick 1 1 4%

2. DEFINITIONS

"Shallow Zones", as used in this agreement, shall mean oil, gas, natural gasoline and associated fluid hydrocarbons in any and all formations underlying the real property the subject of this agreement above the depth of a stratigraphic zone 1500 feet above the top of the Frontier formation.

3. GRANTING WORDS

Pfaff-Quealy shall have and is hereby granted the sole and exclusive right to drill for and produce oil, gas, natural gas and associated fluid hydrocarbons from the "Shallow Zones" during the term of the lease and/or agreement hereinabove described, or any extension or renewal thereof, and during the term of any lease, or leases, or agreements subsequently issued to Western under a preference right to acquire new leases based on the ownership of the aforesaid lease and/or agreement covering the above described lands or any part thereof. Pfaff-Quealy shall have no right, title or interest in or to any oil, gas, natural gasoline or associated fluid hydrocarbons substances that may be found in structures or measures other than those existing in the "Shallow Zone," as herein defined.

4. RESERVATION

It is understood and agreed that Western, and or its Assigns, is the owner and holder of the oil and gas rights underlying said "Shallow Zones," including the sole and exclusive

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SEP 23 1992
BUREAU OF LAND MANAGEMENT

right to drill for and produce oil, gas and other hydrocarbon substances from all zones, sands and measures other than "Shallow Zones". Western hereby expressly reserves all rights, royalties and payments inherent in the ownership of, or arising from any agreements pertaining to all zones, sands and measures other than "Shallow Zones".

5. SUBJECT TO BURDENS

This agreement and all rights granted to Pfaff-Quealy hereunder are expressly made subject to any and all royalty interests, oil payments, assignments, operating agreements, rental agreements, restrictions, conditions, obligations or financial burdens made, executed, suffered or incurred prior to the effective date of this agreement, but only as to those specifically set forth herein. Pfaff-Quealy does hereby assume and agree to perform all of the terms, covenants and conditions as contained in the oil and gas leases, operating agreements and other instruments of title as set forth herein, and agrees to save and hold Western harmless of and from any liability, claim or demand which may accrue thereunder with respect to said "Shallow Zones".

6. COVENANTS

Pfaff-Quealy, in its operations of said "Shallow Zones," shall comply with all orders of the United States Geological Survey of the Department of the Interior, and/or other governmental agency having or claiming to have jurisdiction over operations of the above described lands, and shall save and hold Western harmless of and from any and all liability, claim or demand with respect to or growing out of said operations. In this regard Pfaff-Quealy shall pay all royalties reserved by the United States upon all products produced by Pfaff-Quealy hereunder, which royalty payments shall be made directly to the United States, and shall pay all royalties reserved to other persons and parties, heretofore reserved, such royalties to be paid by Pfaff-Quealy directly to the parties thereunto entitled.

7. TAXES, LIENS, ETC.

Pfaff-Quealy shall pay all taxes, charges and assessments levied or assessed against said lands in connection with Pfaff-Quealy's operations hereunder. In the event such taxes, charges or assessments are not assessed separately against the "Shallow Zones" and the other rights held by Western or its Assigns, an equitable division of said taxes, charges and assessments shall be made between Western, its Assigns, and Pfaff-Quealy; provided, that until and unless production is developed from the "Deep Zones," all taxes, charges and assessments shall be paid by Pfaff-Quealy. Pfaff-Quealy shall pay and satisfy all claims for material, supplies and labor in connection with its operations hereunder, and shall keep said lands and the interests of Western and its Assigns therein free of liens or incumbrances of any and all kind on account of any act of Pfaff-Quealy.

8. RENTALS

Pfaff-Quealy shall pay one-half of all rentals reserved under the terms of the said leases accruing after the date hereof. Western or its assigns shall pay the remaining one-half of said rentals; provided, however, that Western may, at its election, pay all of said rentals as the same become due. Pfaff-Quealy will reimburse Western for one-half of such rentals within thirty days from the receipt of statement of rentals so paid by Western.

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SEP 26 1932
BUREAU OF LAND MANAGEMENT

Pfaff-Quealy shall not be required to reimburse Western for any rentals which are recoverable by Western by crediting the amount thereof against accruing royalty payments.

9. REQUIRED NEW OPERATIONS

In the event either party or its assigns neglects or refuses to begin and thereafter diligently pursue any new drilling operations required to be done by it in itd own designated zone of operations, pursuant to the direction or order of the United States Geological Survey or any other governmental agency having or claiming to have jurisdiction over the operations, and such new drilling operations are necessary to keep the said oil and gas leases or operating agreements in good standing, then the other party may at its election any time during the Fifteen (15) days before the expiration of the time fixed by such governmental agency, or any extension thereof, drill such required well to the designated zone, and shall have the exclusive right to produce any oil, gas and/or other hydrocarbons from the said designated zone in the area surrounding such "required well", which area shall be the legal subdivision of forty (40) acres if the "required well" shall produce oil, and the legal quarter section of One Hundred and Sixty (160) acres surrounding the "required well" if the said well produces gas only.

10. REMEDIAL WORK

In the event either party or its assigns fails, neglects or refuses to begin, and thereafter to diligently prosecute remedial work or operations and/or fails to make any payment or do any act required to be done by it in its own designated zone or operations, pursuant to the direction or order of the United States Geological Survey, or other governmental agency having or claiming to have jurisdiction over the operations, and such remedial work, payment or act is necessary to keep said oil and gas lease or operating agreement in good standing, then the other party may at its election, within Fifteen (15) days following written notice to the defaulting party, effect such remedy, perform such act, or make such payment on behalf of the defaulting party, and may collect from the defaulting party One Hundred Percent (100%) of the sum expended thereon, plus Six Percent (6%) annual interest on the unpaid balance thereof. The parties hereto, upon receipt of any notice or demand concerning remedial work or operations, shall forthwith send a copy thereof to the other party.

11. RIGHT OF SURRENDER

Pfaff-Quealy may at any time, and from time to time, surrender to Western all or any portion of the lands herein described from the effect of this agreement, whereupon all obligations and rights of Western as to such surrendered lands shall cease and terminate, except for obligations which have theretofore accrued upon royalties or under the provision of Paragraph 10 hereof, and/or for the completion of operations then in progress, and/or proper abandonment of wells theretofore drilled. In the event of any partial surrender contemplated herein, the same shall be by legal subdivisions.

12. UNITIZATION

Western agrees to execute any and all instruments necessary or proper to unitize said oil and gas leases under any unit plan approved by the Secretary of the Interior insofar

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SEP 23 1992
BUREAU OF LAND MANAGEMENT

as such unit plan effects the "Shallow Zones".

13. NOTICES AND PAYMENTS

All notices required to be served hereunder, or payments to be made, shall be so served or made by the delivering of the same to, and leaving the same at the office of the party upon or to whom said notice is to be served or payment made, or by depositing notice or payment in the United States mail, registered, postage fully prepaid thereon, addressed to the parties hereto as the following addresses, to-wit:

To Pfaff-Quealy

Pfaff-Quealy Corporation
717 Pine Ave.
Kemmerer, Wyoming

To Western

Western Oil Refining Company
Box 391
Kemmerer, Wyoming

Notices so mailed shall be deemed to be delivered Seventy-two (72) hours after depositing the same in the United States mail.

14. FAIR EMPLOYMENT

Pfaff-Quealy 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 sub-contracts.

15. RESERVATION TO THE UNITED STATES

The parties hereto hereby consent as to the lands of the United States, to a reservation to the United States, pursuant to the provisions of the Act of August 1, 1946 (Public No. 585, 79th Congress) of all uranium, thorium and other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States, through its authorized agents or representatives, at any time to enter upon the land and prospect for, mine and remove same.

16. APPROVAL DEPARTMENT OF THE INTERIOR

This agreement is subject ot the approval of the Department of the Interior.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein above written.

ATTEST:

Asst. Secretary

PFAFF-QUEALY CORPORATION

By _____
Vice President

ATTEST:

Secretary

WESTERN OIL REFINING COMPANY

By _____
President

WITNESSES:

Name _____

Address _____

Name _____

Address _____

WITNESSES:

Name _____

Address _____

Name _____

Address _____

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of the official records on file
SEP 29 1992
BUREAU OF LAND MANAGEMENT

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

On this 11th day of June, 1954, before me personally appeared Patrick J. Quealy and John H. Pfisterer, who being by me first duly sworn, on their respective oaths did say; That they are respectively President and Assistant Secretary of WESTERN OIL REFINING COMPANY, the corporation described in and which executed the foregoing instrument; and that the seal affixed thereto is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Patrick J. Quealy and John H. Pfisterer acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission expires [illegible]

50656

Filed July 29, A D 1954 at 1100 AM
Recorded in Misc Records 107
Fee $8.00 [illegible] COUNTY CLERK
[illegible] WYO.

PHOTOSTATIC RECORDED	✓
INDEXED	✓
CHECKED	✓

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of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

461

ASSIGNMENT OF OPERATING AGREEMENT

50094200
T.28N

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 107, Sublette County, Wyoming, being attached hereto and being made a part hereof:

Federal Oil & Gas Lease - Evanston 022261

T. 28 N., R. 113 W., 6th. P. M., Wyoming

Sec. 19: Lot 5, NW¼ NE¼, S½ NE¼, SE¼
31: E½ NE¼
32: N½ NW¼, SW¼ NW¼, Lot 1

563.20 acres, more or less

RECEIVED
JUN 22 1955
[illegible] Cheyenne, Wyoming

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto:

Arthur B. Belfer	25%
Rachel Belfer	25%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer, President

"ASSIGNOR"

STATE OF NEW YORK }
} ss.
COUNTY OF NEW YORK }

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being duly sworn by me did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

VIOLET BERMAN
Notary Public, State of New York
No. 24-5291875
Qualified in Kings County
Commission Expires March 30, 1956

Violet Berman
Notary Public

Assignment approved:

Manager, Land Office

Ratification Fee, Rec. # 20745

RECORDED Sept. 28 19 92 10:15 AM
IN BOOK 89 PAGE 461
FEES $6.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Judy K. Smith

238785

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SEP 22 1992
BUREAU OF LAND MANAGEMENT

Form No. 4-1175
(July 1951)

With acreage changed to 46,080

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

OFFICE STAMP

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

504135-000
MPC

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

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to .....
(Name and address)

BELCO PETROLEUM CORP., 42 Broadway, New York 4, New York

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

1. Lands affected by this assignment:

T. 29 N., R. 113 W., 6th. P.M., Sublette County, Wyoming
Section 3: ~~N½~~, SW¼, S½SE¼, NW¼SE¼, lots 1, 2, 3, 4, S½N½;
4: ~~NE¼, E½NW¼~~, N½SE¼, NE¼SW¼, lots 1, 2, 3, SE¼NW¼, S½NE¼;

T. 30 N., R. 113 W., 6th. P.M.
Section 33: E½, E½W½

1,384.73 acres, more or less,
subject to production payments
per attached rider.

2. Interest of assignor in such lands ..... 100% .....
3. Extent of such interest conveyed to assignee ..... 75% of said 100% .....
4. Overriding royalty reserved herein to assignor ..... None .....
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved ..... see attached Rider .....
(State percentage only)

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

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

Executed and witnessed this 3rd. day of February 1955

WITNESS:

D. Post

David C. Bintliff
(Assignor's signature)

812 Rusk Avenue, Houston, Texas
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

1. Assignee is a citizen of the United States: Native Born ..... Naturalized .....
Corporation or other legal entity (specify what kind) Corporation
2. Assignee's other interests direct and indirect in oil and gas leases and applications or offers therefor in the same State together with the acreage in this instrument do not exceed 46,080 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto. previously furnished for Evanston 025930.
4. Amount remitted: Filing fee, $10.
5. Compliance with the requirements of 43 CFR 192.100 and item 6 of the Instructions is made by the attachments hereto.

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

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

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

Executed and witnessed this 3rd. day of February 1955

WITNESS: ATTEST:

A. M. Walter — Ass't. Sec'y.

A. M. Walter (Name and address)

(Name and address)

Belco Petroleum Corp.

A. B. Belfer — President
(Assignee's signature)

42 Broadway, New York 4, N. Y.
(Address)

Assignment approved effective MAR 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.

462

238786

RECORDED Sept. 28 1955 at 10:15 AM
IN BOOK 89 of Misc. PAGE 462
FEES $10.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
by Judy K. Smith

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

R I D E R

to assignment of Evanston 022769
dated February 3, 1955.

Twp. & Rge.	Sec.	Description	Total Acreage	% ORR	
29 N. 113 W.	3	$N\frac{1}{2}$	287.42	5	
	3	$SW\frac{1}{4}$, $S\frac{1}{2}$ $SE\frac{1}{4}$, $NW\frac{1}{4}$ $SE\frac{1}{4}$	280.00	$8\frac{3}{4}$ $6\frac{1}{2}$	to 2,500 feet below 2,500 feet
	4	$NE\frac{1}{4}$	143.31	$4\frac{1}{4}$	
	4	$E\frac{1}{2}$ $NW\frac{1}{4}$, $NE\frac{1}{4}$ $SW\frac{1}{4}$	113.30	6	
	4	$N\frac{1}{2}$ $SE\frac{1}{4}$	80.00	3	
30 N. 113 W.	33	$E\frac{1}{2}$	320.00	$4\frac{1}{4}$	
	33	$E\frac{1}{2}$ $W\frac{1}{2}$	160.00	6	
			1,384.03		

4403

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

Assignment dated February 3, 1955
of Evanston 022769

Shallow zones (from surface down to 4,500 feet) of the SW¼ NW¼ SE¼ of Section 3 [illegible]

SUBJECT TO a proportionate part of a Production Payment in the original sum of $1,500,000.00 primary and [illegible] amount equal to five percent (5) per annum on the outstanding balance of the primary amount from time to time remaining unpaid [illegible] granted to David C. Bintliff, on February 25, 1952 payable out of fifty percent (50%) of seven eighths (7/8) of all oil and gas and [illegible] and that may be produced, saved and marketed from these lands and other lands.

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

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

SEP 23 1992
BUREAU OF LAND MANAGEMENT

465

50435-000
MPC

ASSIGNMENT OF LEASEHOLD INTEREST

Evanston 022769
(formerly Evanston 010872)

WHEREAS, under date of April 11, 1945, WYOMING PETROLEUM CORPORATION, a Wyoming corporation, executed and delivered to THE SUPERIOR OIL COMPANY, a corporation, an assignment of its leasehold estate under United States Oil and Gas Lease, Evanston 022769 (formerly Evanston 010872), insofar as the same affected the following described real property:

Township 29 North, Range 113 West, 6 P.M.
Sec. 3: N/2
4: NE/4, E/2 NW/4

Township 30 North, Range 113 West, 6 PM.
Sec. 33: E/2, E/2 W/2

WHEREAS, said assignment above referred to was on or about April 11, 1945, duly filed with the United States Department of the Interior for the purpose of having the same approved, but as of this date has not been approved.

WHEREAS, The Superior Oil Company desires to assign to Wyoming Petroleum Corporation all of its right, title, and interest in and to the lands above described.

NOW, THEREFORE, The Superior Oil Company, a corporation, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby transfer, assign and set over unto the Wyoming Petroleum Corporation, all of its right, title and interest in and to the above described lease and the lands hereinabove described.

Dated at Los Angeles, California, this 23rd day of July, 1948.

THE SUPERIOR OIL COMPANY

By W. M. Keck, Jr.
Vice President

By David Scott
Assistant Secretary

Assignment Approved

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

SEP 23 1992

BUREAU OF LAND MANAGEMENT

238787

RECORDED Sept. 28 '92 10:15 AM
IN BOOK 89 OF Misc. RECORDS PAGE 465
FEES $6.00 and 00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
July Judy K. Smith

STATE OF CALIFORNIA,
County of Los Angeles } ss.

ON THIS 23rd day of July, A. D., 1948, before me,
D. E. Egan
a Notary Public in and for said County and State, personally appeared
W. M. Keck, Jr. known to me to be the
Vice President, and David Scott, known to me
to be the Asst. Secretary of The Superior Oil Company,
the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

D. E. Egan
Notary Public in and for said County and State.

My Commission Expires 5/31/49

ACKNOWLEDGMENT—CORP.—PRES. & SEC.—WOLCOTTS FORM 226

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

SEP 23 1992

BUREAU OF LAND MANAGEMENT

50435-000
MPC

OPERATING AGREEMENT

Evanston 010872
Evanston 017710

THIS AGREEMENT, dated this 11th day of April, 1945, between THE SUPERIOR OIL COMPANY, hereinafter called "Superior", and WYOMING PETROLEUM CORPORATION, hereinafter called "Wyoming",

W I T N E S S E T H :

WHEREAS, concurrently herewith, Wyoming assigned to Superior that certain Government Oil and Gas Lease dated December 31, 1938, between the United States of America, as Lessor, and Melba Chipman, now Eldrege, as Lessee, said lease being Serial No. Evanston 010872, insofar as said Oil and Gas Lease pertains to or affects that certain real property situate in Sublette County, Wyoming, described as follows:

Township 30 North, Range 113 West, 6th P.M.
Section 33: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$

Township 29 North, Range 113 West, 6th P.M.
Section 3: $N\frac{1}{2}$
Section 4: $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$

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and

WHEREAS, concurrently herewith, Wyoming assigned to Superior that certain Government Oil and Gas Lease dated December 31, 1938, between the United States of America, as Lessor, and Fred R. Marshall, as Lessee, said lease being Serial No. Evanston 017710, insofar as said Oil and Gas Lease pertains to or affects that certain real property situate in Sublette County, Wyoming, described as follows:

Township 30 North, Range 113 West, 6th P.M.
Section 34: [illegible] $SW\frac{1}{4}$

and

WHEREAS, certain zones underlying the real property herein described have heretofore been discovered and partially developed; and

238788

RECORDED Sept. 28 1992 10:15 AM
IN BOOK 88 PAGE 466
FEES $22.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

010872

WHEREAS, it is the desire to the parties hereto to grant to Wyoming the sole right to drill for and produce oil, gas and other hydrocarbon substances from said discovered zones, as hereinafter defined,

NOW, THEREFORE, IT IS HEREBY AGREED:

1. "Shallow "Zones", as used in this Agreement, shall mean all continuous and pressure connected sands or measures containing oil, gas and/or other hydrocarbon substances underlying the real property hereinabove described in this structure or pool, the peak or apex of which structure or pool is less than 2,500 feet below the surface of the ground.

2. This Agreement and all rights granted to Wyoming hereunder are expressly made subject to any and all royalty interests, assignments, operating agreements, ental agreements, restrictions, conditions, obligations or financial burdens of any kind or character made, executed, suffered or incurred prior to the effective date of this Agreement, all of which Wyoming assumes and agrees to perform insofar as the same pertain to or affect said Shallow Zones, and agrees to save and hold Superior harmless of and from any liability, claim or demand which may accrue thereunder with respect to said Shallow Zones.

3. Wyoming shall have the sole and exclusive right to drill for and produce oil, gas and other hydrocarbon substances from the Shallow Zones during the term of the leases above described or any extension or renewal thereof and during the term of any lease or leases subsequently issued to Superior under a preference right to acquire new leases based on the ownership of the aforesaid leases covering the above described lands or any part thereof. Wyoming shall have no right, title or interest in or to any oil, gas or other hydrocarbon substances that may be found in structures or

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measures other than those existing in the Shallow Zones.

4. Superior shall have the sole and exclusive right to drill for and produce oil, gas and other hydrocarbon substances from all zones, sands and measures other than the Shallow Zones; provided, however, that should Superior complete a well in and produce from a zone below the depth of 2,500 feet which is later discovered to be one of the Shallow Zones as is herein defined, Superior shall have the right to continue to produce from any well or wells so drilled and completed, but shall not drill any other or further wells into said zone after it has been established that such zone is a Shallow Zone, and Wyoming shall thereafter have the sole right to drill for and produce from such zone.

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5. Wyoming does hereby assume and agree to perform all of the terms, covenants and conditions as contained in the Oil and Gas Leases above described insofar as the same pertain to or affect said Shallow Zones, and in its operations in said Shallow Zones shall comply with all orders of the United States Geological Survey of the Department of the Interior and/or other Governmental agency having or claiming to have jurisdiction over operations of the leased premises, and shall save and hold Superior harmless of and from any and all liability, claim or demand with respect to or growing out of said operations. In this regard, Wyoming shall pay all royalties reserved by the United States upon all products produced by Wyoming hereunder, which royalty payments shall be made directly to the United States or at the option of Superior, shall be made to Superior. In the event royalties payable to the United States are paid to Superior, Superior will account to the United States therefor. In the event additional royalties are demanded over and above those paid by Wyoming upon the products produced by Wyoming, Wyoming shall reimburse Superior for any and all additional royalties so demanded and paid.

Wyoming shall pay all taxes, charges and assessments levied or assessed against said lands in connection with Wyoming's

operations hereunder. In the event such taxes, charges or assessments are not assessed separately against the Shallow Zones and the other rights in said premises retained by Superior, an equitable division of said taxes, charges and assessments shall be made as between Wyoming and Superior; provided, that until and unless Superior develops production from zones other than the Shallow Zones, all taxes, charges and assessments so levied or assessed shall be paid by Wyoming. Wyoming shall pay and satisfy all claims for materials, supplies and labor in connection with its operations hereunder, and shall keep said lands and the interest of Superior therein free of liens or encumbrances of any and every kind on account of any act of Wyoming.

Superior shall pay all rentals reserved by the United States under the terms of said leases.

6. In the event Superior has not commenced operations for the drilling of a well upon some portion of the lands hereinabove described prior to June 1, 1947, Superior shall notify Wyoming as to whether it will or will not commence operations for the drilling of a well prior to August 1, 1947. In the event Superior elects not to commence operations for the drilling of a well upon said lands on or before August 1, 1947, Superior shall re-assign the Oil and Gas Leases above described to Wyoming and shall have no further right, title or interest therein or thereto, and shall be relieved of all obligations hereunder upon such re-assignment. All sub-surface information developed by drilling shall be for mutual benefit.

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7. In the event Superior elects to commence operations for the drilling of a well prior to August 1, 1947, Superior shall drill such well to a zone or zones other than the Shallow Zones above described. In the event oil, gas or other hydrocarbon substances in commercial paying quantities are produced by Superior from the land hereinabove described from a zone or zones other than said Shallow Zones under the terms of the Oil and Gas Leases above specified, Superior shall pay Wyoming an oil payment of One Hundred Fifty-five

and no/100 Dollars ($155.00) per acre, payable in amounts equivalent to five per cent (5%) of the value of the oil, gas and other hydrocarbon substances produced, saved and sold from said zone or zones other than said Shallow Zones. "Value", as used herein, shall mean the net sales price accruing to Superior upon the sale of any and all of said products after deducting costs of treatment, severence and ad valorem taxes, and costs of transportation. Any well drilled hereunder shall be chargeable with no more than 160 acres of such oil payment, and in the event Superior exercises its right as hereinafter provided to partially re-assign said Oil and Gas Leases to Wyoming, Superior shall be relieved from any oil payment as to the lands so surrendered. In the event more than one well is drilled upon the same 160-acre legal subdivision, both wells shall be chargeable with the full 160 acres of oil payment; provided, that regardless of the number of wells ultimately drilled, the entire oil payment shall not exceed the number of acres retained by Superior multiplied by $155.00.

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BUREAU OF LAND MANAGEMENT

8. In the event Superior develops dry gas in its operations upon said lands above its requirements for the conduct of its lease or unit operations(which operations shall be deemed to include re-pressuring, pressure maintenance or gas cycling, or similar operations), Superior shall notify Wyoming that such surplus of dry gas is available for sale and will sell said dry gas to Wyoming at the prevailing field market price therefore; provided, however, that the United States royalty share of said gas shall be sold at a price not less than that set by the United States Geological Survey or other Governmental agency as the minimum price for such gas. In the event Superior develops gas for a market other than to Wyoming and Superior receives a bona fide offer for said gas, Superior shall advise Wyoming in writing of such offer and Wyoming shall meet or better said offer within a period of twelve (12) months following date of acceptance of gas in bona fide offer, or shall release Superior from its obligation to sell said gas to Wyoming. Should Superior in its operations produce gas in order to produce crude petroleum Superior shall have the right to dispose of only such gas in any manner that Superior sees fit.

9. In the event Wyoming fails, neglects or refuses to begin and thereafter to diligently prosecute remedial work or operations and/or fails to make any payment or do any act required to be done by it, pursuant to the direction or order of the United States Geological Survey or other Governmental agency having or claiming to have jurisdiction over the operations of Wyoming hereunder, with respect to said Shallow Zones in order to keep said Oil and Gas Leases in good standing, or as required hereunder, it is mutually agreed that within a period of fifteen (15) days following written notice to Wyoming by Superior (this notice shall relay the demands of the proper regulatory bodies) the commencement of the correction of the default in question shall be ~~started~~ undertaken and continue diligently to completion in either one of the following two methods:

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1. By Wyoming -- Should Wyoming commence the correction within period of time above specified and diligently pursue such correction until completion Superior shall withhold the payment of monies due Wyoming under this contract until the correction is completed. Thereafter payments of monies due Wyoming shall resume. Any other operations by Wyoming on the lands herein described ~~xx~~ shall cease until the default in question has been corrected.

2. By Superior -- Should the default in question be such that Wyoming refuses, fails or neglects to correct, then Superior has the right to take over such correction and pursue diligently until completion, holding in suspense all monies due Wyoming under this contract and shall be specifically permitted to reimburse itself in the amount of 150% of such money spent by Superior for the correction of the default, and in addition shall receive an assignment from Wyoming of all its right, title and interest in and to the 160 acres of legal subdivision upon which the well in default is situated and Wyoming agrees to execute such documents as will effect this penalty and vest in Superior the interest so forfeited.

10. Superior may, but shall not be obligated to, make any payment to the United States Government or to third parties required to be paid by Wyoming hereunder. In the event Superior advances any monies or makes any payments required to be paid

by Wyoming hereunder, Superior shall have a lien upon all of Wyoming's interest in said lands above described and in and to all wells drilled thereon and on the oil, gas and other hydrocarbon substances produced therefrom and on the oil payment agreed to be made hereunder to Wyoming, and Superior may apply any and all funds in Superior's hands to the re-payment to it of any payments so advanced, and shall be entitled to retain from any monies due Wyoming hereunder one hundred fifty per cent (150%) of the amount of the payment so advanced. The lien herein provided for may be foreclosed by Superior in the same manner in which a mortgage is foreclosed under the laws of the State of Wyoming; provided, however, that said remedy shall be in addition to and not exclusive of any other remedies at law or in equity which Superior may have hereunder.

11. Wyoming may at any time and from time to time surrender to Superior all or any portion of the lands herein described from the effect of this Agreement, whereupon all obligations and rights of Wyoming as to such surrendered lands shall cease and terminate except for obligations which have theretofore accrued upon royalties and/or for the completion of operations then in progress and/or proper abandonment of wells theretofore drilled. In the event of any partial surrender as contemplated herein, the same shall be by legal subdivisions.

12. Superior may at any time and from time to time transfer and re-assign to Wyoming said Oil and gas Leases insofar as they or either of them pertain to all or any portion of the lands hereinabove described; provided, that such re-assignment shall be made without warranty and shall affect areas of not less than 160 acres, which said areas shall be, if possible, in legal subdivisions. Upon so re-assigning all or any portion of said leasehold estates, Superior shall be released of any and all obligations hereunder, including oil payment obligations, with respect to the land so re-assigned to Wyoming.

13. Wyoming hereby warrants and represents that said Oil and Gas Leases above described are subject to overriding royalties heretofore reserved and/or transferred aggregating not to exceed two and one-half per cent of one hundred per cent (2½% of 100%), except that the Northeast Quarter (NE¼) of Section 3, Township 30 North, Range 113 West, 6th P. M., is subject to overriding royalties reserved and conveyed aggregating three and one-half per cent of

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SEP 23 1932
BUREAU OF LAND MANAGEMENT

one hundred per cent (3½% of 100%) over and above royalties reserved by the Government of the United States, so far as said leases pertain to or affect zones other than the Shallow Zones as herein defined.

14. Wyoming agrees to execute any and all instruments necessary or proper to unitize said Oil and Gas Leases under any unit plan approved by the Secretary of the Interior.

15. All notices required to be served hereunder or payments to be made shall be so served or made by delivering the same to and leaving the same at the offices of the party upon or to whom said notice is to be served or payment made, or by depositing Registered mail notice or payment in the United States mail, postage fully prepaid thereon, addressed to the parties hereto at the following addresses, to-wit:

Superior - The Superior Oil Company
930 Edison Building
601 West Fifth Street
Los Angeles 13, California

Wyoming - Wyoming Petroleum Corporation
209-212 McIntyre Building
Salt Lake City, Utah

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Notices so mailed shall be deemed to be delivered seventy-two (72) hours after depositing the same in the United States mail.

16. Wyoming 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.

17. This Agreement is subject to the approval of the Department of the Interior.

18. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, that neither of the parties hereto shall assign or transfer its interest hereunder or in the Oil and Gas Leases affected hereby without the consent of the other, except in the event of a merger, consolidation, transfer to a subsidiary, or transfer of all or substantially all of the holdings of either of the parties hereto in

the State of Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

THE SUPERIOR OIL COMPANY

By _____
Vice President

By _____
Assistant Secretary

WYOMING PETROLEUM CORPORATION

By _____
President

By _____
Secretary

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SEP 23 1992

BUREAU OF LAND MANAGEMENT

50435-000
MPC

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, an Oil and Gas Lease dated December 31, 1938, designated Evanston 010872, was issued to one Melba Chipman, nov Kidrege, by the United States Government; and

WHEREAS, said Lessee, Melba Chipman Kidrege, assigned said lease and the lands covered thereby to the Wyoming Petroleum Corporation, excepting and reserving to said Assignor a 2½% overriding interest in and to the lands assigned, and reserving from said lands 80 acres thereof; and

WHEREAS, the said Wyoming Petroleum Corporation is now the owner of said lease, subject to said reserved royalty interest as to the lands hereinafter particularly described; and

WHEREAS, the said Wyoming Petroleum Corporation is desirous of assigning its interest in said lease and the lands covered thereby, as hereinafter particularly described,

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, WYOMING PETROLEUM CORPORATION hereby sells, assigns, transfers and conveys unto THE SUPERIOR OIL COMPANY that certain Oil and Gas Lease Evanston 010872, together with all rights thereunder or incident thereto, including any and all renewal or preference leases or exchange rights thereunder, and covering the following described property located and situated in Sublette County, Wyoming:

RECORDED Sept. 28 19 92 10:15 AM
IN BOOK 89 PAGE 475
FEES $8.00 Mary Lou Hill COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Judy K. Smith

238789

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

Section 33: E½, E½W½

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

Section 3: N½
Section 4: NE¼, E½NW¼

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And for the same consideration, the said Wyoming Petroleum Corporation, its successors and assigns, does covenant with

the said Assignee, its successors and assigns, that it is the lawful owner of said lease and the rights and interests thereunder; that the said Assignor has good right and authority to sell and convey the interest herein sold and conveyed; and that said rights, interest and property are free and clear of all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

IN WITNESS WHEREOF, Wyoming Petroleum Corporation has caused these presents to be executed by its President, attested by its Secretary, and the corporate seal affixed by authority of the Board of Directors, on this 11th day of April, 1945.

WYOMING PETROLEUM CORPORATION

By C. I. Justheim
President

ATTEST:

D. C. Coulam
Secretary

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of the official records on file

SEP 23 1992
BUREAU OF LAND MANAGEMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } ss.

On this 11th day of April, 1945, before me personally appeared C. I. JUSTHEIM and D. C. COULAM, who being by me first duly sworn on their respective oaths did say: That they are respectively the President and Secretary of WYOMING PETROLEUM CORPORATION, the Assignor in the foregoing instrument, and that the seal affixed thereto is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal this 11th day of April, 1945.

J. Morgan
Notary Public

My Commission Expires:
10-4-46

[redacted]

Lse decision
dated 10-1-54

[redacted]

476

477

JUL
8 AM

R 1151
#10

50011-000
Big Piney
Shallow

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Evanston 021983

ASSIGNMENT AND QUITCLAIM

WESTERN OIL REFINING COMPANY, a Wyoming corporation, GRANTOR, for the consideration of EIGHT HUNDRED SIXTEEN DOLLARS and SIXTY CENTS ($816.60) assigns, conveys and quitclaims to MERIN MORGAN and MARGARET JUSTHEIM, GRANTEES in common, both of Slat Lake City, Utah, United States Oil and Gas Lease Evanston 021983, embracing the following described lands situate in Sublette County, State of Wyoming, to-wit:

Township 29 North, Range 113 West, 6th Principal Meridian
Section 14: $NW\frac{1}{4}NW\frac{1}{4}$,

together with all right of Grantor under said Oil and Gas Lease, and any operating agreement or other instrument of mesne conveyance to Grantor; subject to all reservations, restrictions, assignments or agreements heretofore made or entered into with reference to the above described lands.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in its name by the President and Secretary, and attested with its corporate seal this 28th day of June, 1949.

ATTEST:

Ivan S. Jones
Ivan S. Jones, Secretary

WESTERN OIL REFINING COMPANY

By Patrick J. Quealy
Patrick J. Quealy, President

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

On this 28th day of June, 1949, before me personally appeared PATRICK J. QUEALY and IVAN S. JONES, who being by me first duly sworn, on their respective oaths did say: That they are respectively President and Secretary of WESTERN OIL REFINING COMPANY, the corporation described in and which executed the foregoing instrument; and that the seal affixed thereto is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Patrick J. Quealy and Ivan S. Jones acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires September 20, 1951.

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

John D. Evans
Notary Public

ASSIGNMENT APPROVED
Mary J. Williams

238790

RECORDED Sept. 28 1992
IN BOOK 82 of M
FEES 16.00 Judy K. Smith
SUBLETTE COUNTY, PINEDALE, WYOMING
PAGE 477 COUNTY CLERK

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BUREAU OF LAND MANAGEMENT

5 0011-000
Big Piney
Shallow

A S S I G N M E N T

Evanston 021983

WHEREAS, on June 11, 1945, WESTERN OIL REFINING COMPANY, a Wyoming Corporation, and THE SUPERIOR OIL COMPANY, a California Corporation, entered into an Operating Agreement, reference to which Agreement is hereby made for further particulars; and

WHEREAS, among other things Western Oil Refining Company agreed to assign to The Superior Oil Company all its right, title and interest in and to certain operating agreements covering the following described land:

Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of
Section 14, Township 29 North, Range 113 West, 6th P.M.,

and

WHEREAS, in accordance with said Agreement Western Oil Refining Company did on May 25, 1945, execute and cause to be delivered to The Superior Oil Company a Partial Assignment of Oil and Gas Operating Agreement covering the lands above described, and reference to which Partial Assignment is hereby made for further particulars; and

WHEREAS, Western Oil Refining Company now desires to assign to its leasehold estate in and to Oil and Gas Lease bearing Serial No. Evanston 021983, as to the land above described, and The Superior Oil Company desires to accept an assignment of the same, such assignment to be subject to all the terms, conditions, provisions and obligations contained in Oil and Gas Operating Agreement bearing date August 13, 1943 between Clyde Early as first party, and Joseph A. Minton as second party, together with all amendments and supplements thereto, and contained in agreement of assignment between said Clyde Early and Western Oil Refining Company dated January 14, 1944, all describing or having reference to said lands.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to it in hand paid by The Superior Oil Company, receipt of which is hereby acknowledged, Western Oil Refining Company does hereby bargain, sell, convey, assign and set over unto said The Superior Oil Company, its successors and assigns, all of the right, title and interest and possession of said Western Oil Refining Company, this assignment to be subject to all the terms, conditions, provisions and obligations contained in Oil and Gas Operating Agreement bearing date August 13, 1943 between Clyde Early as first party, and Joseph A. Minton as second party, together with all amendments and supplements thereto, and contained in agreement of assignment between said Clyde Early and Western Oil Refining Company dated January 14, 1944, all describing or having reference to said lands in, to and under Oil and Gas Lease Serial No. Evanston 021983 insofar as said Lease affects the following described lands, to-wit:

Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of
Section 14, Township 29 North, Range 113 West, 6th P.M.

TO HAVE AND TO HOLD, the said above described lands unto the said The Superior Oil Company, its successors and assigns for and during the period of said Oil and Gas Lease and any extensions or renewals thereof, and with full power and authority unto said The Superior Oil Company, its successors and assigns, to occupy, operate and develop said lands and to enforce all rights under the terms of said Oil and Gas Lease as fully, to all intents and purposes, as said Western Oil Refining Company might or could do if these presents had not been executed.

It is understood and agreed that this assignment is subject to the following:

Porter Vol 54 / 209 1/26/48 Pike

238791

RECORDED Sept. 28 19 92 10:15 AM
IN BOOK 69 OF Misc. RECORDS PAGE 478
FEES $8.00 Laurel Quarles COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Judy K. Smith Deputy

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BUREAU OF LAND MANAGEMENT

478

1. All of the terms and provisions of that certain Operating Agreement between the parties hereto dated June 11, 1945 hereinabove referred to and nothing contained herein shall be construed to modify any of the terms or provisions thereof.

2. All of the terms and provisions of the Partial Assignment of Oil and Gas Operating Agreement dated May 25, 1945 hereinabove referred to and nothing herein contained shall be construed to modify any of the terms and provisions thereof.

IN WITNESS WHEREOF, said Western Oil Refining Company has set its hand and seal this 13th day of June, 1946.

WESTERN OIL REFINING COMPANY

Attest: Ivan S. Jones
Secretary

By Patrick J. Quealy
President

STATE OF WYOMING)
: SS.
COUNTY OF LINCOLN)

On this 13th day of June, 1946, before me personally appeared Patrick J. Quealy and Ivan S. Jones, who being by me duly sworn, did say that they are, respectively, President and Secretary of Western Oil Refining Company, the corporation described in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was executed in behalf of said corporation by authority of its Board of Directors, and said Patrick J. Quealy and Ivan S. Jones acknowledged said instrument to be the free and voluntary act and deed of said corporation.

Given under my hand and notarial seal this day and year in this certificate first above written.

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to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

Notary Public

My commission expires June 23, 1949

Assignment Approved: JAN 19 1948

Director Bureau of Land Management

Form No. 4-1175
July 1955

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFICE STAMP

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

50152-000
CBU

Office Evanston 022756
Serial No. 022756
Date of Lease September 1, 1946

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

The undersigned, as owner of record title interest as hereinafter specified in the oil and gas lease designated above, for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)
630 Third Avenue, New York 17, N. Y.
the right, title, and interest in and to the lands embraced in such lease as specified below, giving and granting to assignee rights and privileges as lessee in such lands, to the extent indicated, subject to the reservations of overriding royalties as herein noted:

1. Lands requested by this assignment:
T. 28 N., R. 113 W., 6th P. M.
Sublette County, Wyoming
Sec. 14: W½

320.00 acres, more or less

2. Lands approved by this assignment:
SAME LAND DESCRIPTION AS ITEM 1

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

3. Interest of assignor in such lands 25%
4. Extent of such interest conveyed to assignee 100% of said 25%
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved 3% of said 25% (State percentage only)

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

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

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

WITNESS:

Suzanne Cheney

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

CERTIFIED
to be a true and complete copy
of the official records on file
BUREAU OF LAND MANAGEMENT
SEP 23 1992

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 23 1959 19 59

WITNESSES: Attest:

Jack Saltz, Secretary
(Name and address)

BELCO PETROLEUM CORPORATION

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

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA

By Cecil L. Hase
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.

238792
RECORDED Sept. 24 1959 10:15 AM
IN BOOK 89 PAGE 480
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Aug Judy K. Smith COUNTY CLERK

480

R I D E R

SUBJECT TO a first and prior lien previously granted to El Paso Natural Gas Company by Belco Petroleum Corporation and David C. Bintliff, now of record, covering the below described portion of the subject lease:

T. 23N., R. 11W.

Sec. 14: SW¼, S½NW¼

R I D E R

Evan. 022756
ASSIGNMENT OF LEASE

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

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

Form No. 4-1175
(July 1951) With acreage chan to 46,080

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

TO BE FILLED IN BY LESSEE
Receipt No. 235318

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

New Serial No. .....

RECEIVED
OFFICE STAMP
FEB 21 1955
Land Survey Office
578 CASPER, Wyo.

Office Wyoming
Serial No. Evanston 022756
Date of Lease Sept. 1, 1946

50152-000
CBU

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to .....
(Name and address)

DAVID C. BINTLIFF, 812 Rusk Avenue, Houston, Texas

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

1. Lands affected by this assignment:

T. 28 N., R. 113 W., 6th. P.M., Sublette County, Wyoming

Section 14: W½

320.00 acres, more or less,
subject to production payment
per attached rider.

2. Interest of assignor in such lands 100%
3. Extent of such interest conveyed to assignee ..... 25% of said 100%
4. Overriding royalty reserved herein to assignor ..... None
(See item 5 of Instructions.) (State percentage only)
5. Overriding royalties previously reserved 3%
(State percentage only)

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

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

Executed and witnessed this 3rd. day of February 1955

WITNESS: ATTEST:

A. M. Walter
A. M. Walter, Assistant Secretary

BELCO PETROLEUM CORP.
A. B. Belfer President
A. B. Belfer (Assignor's signature)
42 Broadway, New York 4, N. Y.
(Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

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

Executed and witnessed this 3rd. day of February 1955

WITNESSES:

Dorothy Pixley
(Name and address)
M. B. Keenan Houston, Texas
(Name and address)

David C. Bintliff
David C. Bintliff
(Assignee's signature)
812 Rusk Ave., Houston, Texas
(Address)

Assignment approved effective MAR 1 1955

THE UNITED STATES OF AMERICA

By .....
(Signing officer)

Manager, Land Office
(Title)

238793

RECORDED Sept. 28 1992 AT 10:15 AM
IN BOOK 251 OF Misc. PAGE 482
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK
Judy K. Smith

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

482

R I D E R

assignment dated February 3, 1956
of EVANSTON 022756

SUBJECT TO a proportionate part of a Production Payment in the original sum of $1,500,000.00 primary amount, plus a secondary amount equal to five percent (5%) per annum on the outstanding balances of the primary amount from time to time remaining unpaid, previously granted to David C. Bartlett on February 25, 1954 payable out of fifty percent (50%) of seven eighths (7/8) of all oil and gas in and under, and that may be produced saved and marketed from these lands and other lands

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

SEP 23 1992
BUREAU OF LAND MANAGEMENT

Facsimile reproduction

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

New Serial No. _____

OFFICE STAMP

Office Wyoming
Serial No. 06861
Date of Lease July 1, 1951

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

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

for good and valuable consideration does hereby assign to BELCO PETROLEUM CORPORATION
(Name and address)
630 Third Avenue, New York 17, N. Y.

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

1. Lands requested by this assignment:	2. Lands approved by this assignment:
T. 28 N., R. 113 W., 6th P. M. Sublette County, Wyoming Sec. 15: N½NE¼, SE¼NE¼	SAME LAND DESCRIPTION AS LEFT
120.00 acres	

3. Interest of assignor in such lands ~~100%~~ 15%
4. Extent of such interest conveyed to assignee 100% of said ~~100%~~ 15%
5. Overriding royalty reserved herein to assignor none (See item 5 of Instructions.) (State percentage only)
6. Overriding royalties previously reserved ~~None~~ None (State percentage only)

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

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

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

WITNESS:

Lyda M Velez — Billy G. Y

David C. Bintliff (Assignor's signature)

Bank of the Southwest Building, Houston, Texas (Address)

REQUEST FOR APPROVAL OF ASSIGNMENT

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

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

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

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

"This form is submitted in lieu of official Form 4-1175 and contains all of the provisions thereof as of the date of filing of this request SEP 28 1959

Executed and witnessed this ____ day of ____ 19 59

WITNESSES: ATTEST:

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

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

Assignment approved effective NOV 1 1959

THE UNITED STATES OF AMERICA
By _____ (Signature of officer) Chief
Land Office (New Mexico) 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.

RECORDED Sept. 28 1959 10:15 AM
IN BOOK 89 OF MISC. RECORDS PAGE 484
FEES $6.00 Mary Lou Pinzedale
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

238794

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

50166-000
CBU

50146 000
CBL

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF PARTIAL INTERESTS
IN
UNITED STATES OIL AND GAS LEASE.

Serial No. Wyoming 06861

KNOW ALL MEN BY THESE PRESENTS that the undersigned, BRUCE ANDERSON and RICHARD L. PETERSON, herein collectively referred to as "Assignor", and whose address is P.O. Box 2011, Casper, Wyoming, for value received and to be received under the terms of even date operating agreement hereinafter mentioned, have sold, transferred, and assigned, and do hereby sell, transfer, and assign an undivided sixty percent (60%) of all of the right, title, and interest of said Assignor in and to the lease hereinafter described unto BELCO PETROLEUM CORPORATION, whose address is 42 Broadway, New York City 4, New York, and DAVID C. BINTLIFF, whose address is Bank of The Southwest Building, Houston, Texas, in the undivided interests as follows:

To Belco Petroleum Corporation, an undivided forty-five percent (45%).

To David C. Bintliff, an undivided fifteen percent (15%).

Retaining, excepting, and reserving unto the said parties Assignor in equal shares, an undivided twenty percent (20%) each, the aggregate and total interest of an undivided forty percent (40%) of all of their right, title, and interest in and to said oil and gas lease, said lease being described by serial number in the caption, and being oil and gas lease issued by the United States of America under date of July 1, 1951, covering the following described lands in Sublette County, Wyoming, to-wit:

RECORDED Sept. 28 19 92 10:15 M
IN BOOK 89 PAGE 485
FEES $10.00 Judy K. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

238795

[redacted] [redacted] [redacted]

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

Township 28 North, Range 113 West, 6th P.M.
Section 15: N½NE¼; SE¼NE¼

containing 120 acres, more or less.

This assignment is subject to the terms, conditions, and provisions of an even date operating agreement executed by and between all of the parties hereto which, among other things, requires the parties assignee herein to drill, test, complete, and equip, or plug and abandon, a test well on some part of said lease to the depth agreed upon, and if completed, to finish all necessary completion equipment up to and including fittings into the gas transmission line at the gas well, or oil into tanks if an oil well, free of cost, risk, or expense to the said parties Assignor, and at the sole cost, risk, and expense of the parties Assignee herein, which cost and expense with respect to said parties Assignee is to be borne and shared by them in the ratio of seventy-five percent (75%) by Belco and twenty-five percent (25%) by Bintliff.

This assignment is also subject to approval by the proper officer of the Bureau of Land Management, United States Department of the Interior.

The said parties Assignor covenant and warrant that they have not created any overriding royalties, production payments, or other burdens of any kind, or alienated or assigned any interests out of said lease, and said parties Assignor covenant and agree to defend the interests in said lease hereby assigned against the lawful claims of all persons whomsoever claiming by, through, or under said parties Assignor, but not otherwise.

IN WITNESS WHEREOF, said parties Assignor have executed this assignment at Casper, Wyoming, this 16 day of Nov, 1956.

Bruce Anderson

Richard L. Peterson

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

The above and foregoing assignment accepted and approved by said parties Assignee on the date set opposite their names below.

Date: Nov 27, 1956

BELCO PETROLEUM CORPORATION

Attest:

A. M. Holder
Ass't Secretary

By A O Belfer
President

Date:

David C. Bintliff

STATE OF WYOMING)
: SS
COUNTY OF NATRONA)

On this 16th day of November, 1956, before me personally appeared Bruce Anderson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate last above written.

Carol M. Bucher
Notary Public

My commission expires: 4-20-59

STATE OF WYOMING)
: SS
COUNTY OF CONVERSE)

On this 17th day of November, 1956, before me personally appeared Richard L. Peterson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate last above written.

Pearl J. Eathorne
Notary Public

My commission expires:
July 9, 1958

No. 8-7 ASSIGNMENT

FROM KINTZEL BLUE PRINT CO.
134 N. CENTER, CASPER, WYOMING

50169-000
CBU

UNITED STATES
DEPARTMENT OF THE INTERIOR
Washington, D. C.

RECEIVED
MAY 31 1951

Oil and Gas Lease .....
Serial No. Evanston 024241
..... , Lessee

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE

THIS AGREEMENT, dated the 12th day of May, 19 51, by and between Joseph Allen, whose address is 156 Montgomery St., San Francisco, California hereinafter called "Assignor," and J.H. Morgan and C.I.Justheim, whose address is 209 Wasatch Oil Building, Salt Lake City, Utah hereinafter called "Assignee,"

WITNESSETH:

WHEREAS, pursuant to an application filed with the Secretary of the Interior, bearing Evanston Serial Number 024241, there was issued under date of May 1, 1948, to said Assignor, a United States Oil and Gas Lease bearing the above serial number and covering the following described land situated in Sublette County, State of Wyoming, that is:

T. 28 N., R. 115 W., 6th P.M.

Sec. 1: $E\frac{1}{2}$ (Lots 5, 6, 9, 10, 11, and $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$)
11: $E\frac{1}{2}$
12: All
13: All
14: $E\frac{1}{2}$

2130.52 acres

CERTIFIED
to be a true and complete copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

and

WHEREAS, Assignor desires to sell and assign, as herein provided, to Assignee the above-described lease;

NOW THEREFORE:

In consideration of the sum of Fifteen Hundred Ninety Eight Dollars ($ 1588.) paid by Assignee to Assignor, receipt of which is hereby acknowledged, and in consideration of the performance by the parties hereto of the agreements and covenants hereinafter set forth, Assignor does hereby grant, bargain, sell, convey, transfer, set over and assign to Assignee the above-described United States Oil and Gas Lease, TO HAVE AND TO HOLD the same unto Assignee forever.

1. This agreement, notwithstanding the date at the beginning hereof, shall become effective at the time of execution and acknowledgment hereof by Assignee, and, when so executed, shall cover and relate to any lease heretofore or hereafter issued pursuant to the application hereinabove referred to, and any renewals, modifications or extensions of said lease, and any lease issued in lieu thereof, and any relief, exchange, consolidated or other character of lease issued as the result thereof to the Assignor for said land, or any part thereof, under any Act of Congress heretofore or hereafter enacted. The term "said lease," as hereinafter used, shall refer to any such lease hereinabove described.

2. As to said land, Assignor warrants that Assignor is the sole and absolute owner of said lease, and that said lease is not subject to any prior sale, assignment, operating agreement, royalty, rental, financial burden, restriction, condition or obligation of any kind or character other than those imposed by the United States Government by law, regulation, or the terms of such lease, and Assignor agrees to protect Assignee against any expense, loss or damage arising as a result of any claims or rights asserted by, through, or under the Assignor.

3. Assignee hereby accepts this assignment and agrees to be bound and abide by all of the terms, conditions and convenants of said lease.

4. Assignee may surrender or relinquish said lease to the United States as to all or any part of the land affected thereby without incurring any liability whatsoever to Assignor.

5. Assignee, in performing any operations under said lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and a provision identical with the foregoing shall be included in all contracts made by Assignee relating to such operations.

6. If the Secretary of the Interior shall refuse to approve this assignment, Assignor agrees to execute such other or further instrument or instruments transferring to Assignee the rights hereinabove set forth, or the equivalent thereof, as may be acceptable to said Secretary.

7. Nothing herein contained shall be construed as being in any manner in derogation of any of the terms, conditions or provisions of the Act of Congress under and by virtue of which said lease 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 any portions thereof found to be in contravention of the provisions of said Act or such regulations or against public policy, and, except as to the provisions so eliminated, shall remain and be in full force and effect as so modified.

Assignment Approved

Manager, Land and Survey Office

488

238796

RECORDED Sept. 25 1992 10:15 M
IN BOOK 88 C+H PAGE 488
FEES $6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Judy K. Smith

50169-000
CBU

489

Effective Date of
Base Lease 5-1-48

Lease Serial No. W-0125384

ASSIGNMENT OF OPERATING RIGHTS

The undersigned, Husky Oil Company, as owner of certain Oil and Gas Operating Rights as set out below, does hereby transfer and assign to:

Belco Petroleum Corporation
10000 Old Katy Road
Suite 100
Houston, Texas 77055

the below specified interest in and to the Operating Rights insofar as said rights pertain to:

The below described lands.

CERTIFIED
to be a true and complete copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

1. Lands affected by this Assignment:

Township 28 North, Range 113 West, Sublette County, Wyoming
Sec. 13:SW¼
Sec. 11:NE¼

2. Operating Rights Interest of Assignor in above described lands:

60%

3. Extent of Operating Rights Interest herein conveyed to Assignee:

100% of 60%

4. Overriding royalties or production payments previously reserved:

3%

5. Overriding royalty or production payments reserved herein to Assignor:

None

This Assignment is made without warranty of title, either express or implied.

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by C.W. Fink, Vice President, and Hugh E. Kingery, Assistant Secretary for Husky Oil Company, this 30th day of December, 1976

Witness my hand and official seal.

My commission expires:
February 5, 1979

Notary Public

RECORDED Sept 25 1992 10:15 AM
IN BOOK 89 PAGE 489
FEES $10.00 SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Judy K. Smith.

238750

340

[redacted] [redacted] [redacted]

under W-56943

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

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

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

Executed this 7th day of January , 19 77.

BELCO PETROLEUM CORPORATION

Gerald F. Hagerman
(Assignee's Signature)
Gerald F. Hagerman
Attorney-in-Fact

10000 Old Katy Road, Suite 100
Houston, Texas, 77055
(Address, include zip code)

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

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

SEP 23 1992

BUREAU OF LAND MANAGEMENT

OF

BELCO PETROLEUM CORPORATION

I, GERALD F. HAGERMAN, Attorney-in-Fact for BELCO PETROLEUM CORPORATION, do hereby state and affirm that a Certificate of Resolution of the Board of Directors of BELCO PETROLEUM CORPORATION authorizing and empowering me, GERALD F. HAGERMAN, to act as Attorney-in-Fact for said corporation is on file under serial number W-56943 and that such Resolution is on the date shown below still in full force and effect.

I, GERALD F. HAGERMAN, do hereby further state and affirm that I do not now nor will I in the future have any interest of any nature or degree in the properties covered and affected by the instrument to which this statement is attached.

Gerald F. Hagerman
Attorney-in-Fact

DATE: January 7, 1977

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

Effective Date of Assignment: [illegible]

Lease Serial Number: W-0125384

50169-000
CBu

ASSIGNMENT OF OPERATING RIGHTS

The undersigned, BELCO PETROLEUM CORPORATION, as owner of certain Oil and Gas Operating Rights as set out below, does hereby transfer and assign to :

Husky Oil Company of Delaware
1122 Lincoln Tower Building
Denver, Colorado 80203

the below-specified interest in and to the Operating Rights insofar as said rights pertain to:

1. Lands affected by this assignment:

Township 28 North, Range 113 West, Sublett County, Wyoming
Section 13: SW/4
Section 11: NE/4

2. Operating Rights Interest of Assignor in above-described lands:

100%

3. Extent of Operating Rights Interest herein conveyed to Assignee:

60%

4. Overriding royalties or production payments previously reserved:

3%

5. Overriding royalty or production payments reserved herein to Assignor:

None

This Assignment is made without warranty of title, either express or implied and is made subject to that certain Agreement of February 24, 1972, between the undersigned and Husky Oil Company, as amended.
It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's belief and knowledge.

EXECUTED this 8th day of November 1973.

BELCO PETROLEUM CORPORATION

ATTEST:

[signature]
Attorney-In-Fact

By: [signature]
John D. Tomax
Senior Vice President

238799

CERTIFIED
to be a true and [illegible] copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

RECORDED Sept. 29 1992 10:15
IN BOOK 82 Misc 4 PAGE 492
FEES $10.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Lee Anderk Smith
492

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared JOHN D. LOMAX, known to me to be the person whose name is subscribed to the foregoing instrument as SENIOR VICE PRESIDENT of BELCO PETROLEUM CORPORATION and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said BELCO PETROLEUM CORPORATION.

Given under my hand and seal of office this 8th day of November A.D., 1973.

Carolyn J. Fellowes
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Carolyn J. Fellowes
Notary Public in and for Harris County, Texas

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age *and* a citizen of the United States? [X] Yes [ ] No

b. Is the assignee a corporation or other legal entity? [X] Yes [ ] No *(If "yes," specify kind)*

Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. C-0124518

2. Is the assignee the sole party in interest in this assignment? [X] Yes [ ] No *(If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)*

3. Is the filing fee of $10 attached? [X] Yes [ ] No

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

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

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 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment.

Executed this 7th day of December, 1973

HUSKY OIL COMPANY OF DELAWARE

By: Kenneth T. Smith
(Assignee's Signature)

Kenneth T. Smith, Attorney-in-Fact
1122 Lincoln Tower Building
Denver, Colorado 80203
(Address)

Power of Attorney has previously been filed in the Land Office in which this lease offer is filed. Please see file Cheyenne 068896. Power is in the limited form specified in Reg. 43 CFR 3123.2(d)(2) and is still in effect. There is no agreement or understanding, either oral or written, by which the attorney-in-fact or any other person has received or is to receive any interest in the lease when issued, including royalty interest or interest in any operating agreement.

Husky Oil Company of Delaware is a Delaware corporation and is qualified to hold Federal oil and gas leases. See Bureau of Land Management file C-0124518.

CERTIFIED
to be a true and correct copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

495

ASSIGNMENT OF OPERATING AGREEMENT

501260000
TIPTOP

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:

LAND OFFICE
CHEYENNE, WYOMING

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: $NW\frac{1}{4}NE\frac{1}{4}$
Section 20: Lots 2,3,4 and 5, $S\frac{1}{2}NW\frac{1}{4}$
Section 29: $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$

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"

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

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

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 4-1178 and contains all of the provisions thereof as of the date of filing of this request."

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

WITNESSES: ATTEST

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

BELCO PETROLEUM CORPORATION

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

Assignment approved effective .....

THE UNITED STATES OF AMERICA

RECORDED Sept 25 1959 10:15 M
IN BOOK 89 Of Mtg & Deeds PAGE 495 COUNTY CLERK
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Mary Judy Smith

238800

RIDER TO LEAS EVANSTON 022234

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

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

RIDER TO LEASE EVANSTON 022234

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

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
BUREAU OF LAND MANAGEMENT

496

50126-000
Tip Top

RECEIVED
JUL 14 1955
Land - Operations Dvn
Box 576 Rhnsdale

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 PEAFF-QUEALY CORPORATION, whereby PEAFF-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 PEAFF-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 SOUTH HUTTON 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 executed this ____ 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"

Assignment approved:

Manager, Land Office

RECORDED Sept 23 19 92 10:15 AM
IN BOOK 89 OF Misc PAGE 497
FEES $8.00 Judy K. Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

238801

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
Sherry Lattam
BUREAU OF LAND MANAGEMENT

ACKNOWLEDGEMENT

STATE OF NEW YORK }
} SS.
COUNTY OF NEW YORK }

On this 22nd day of June, 1956 before me personally appeared ARTHUR D BELFER (a/k/a A. B. BELFER) individually and as Trustee 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, 1956.

(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

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
Sherry Latham
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF OPERATING AGREEMENT

50126-000
TIPTOP

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

793.08 acres, more or less

RECEIVED
JUN 22 1955
Land Office
Box 678 Cheyenne, Wyo.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned "Assignor", PFAFF-QUEALY CORPORATION, does hereby bargain, sell, transfer and assign and convey unto:

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 23 1992
Sherry Lattan
BUREAU OF LAND MANAGEMENT

Arthur B. Belfer	25%
Rachel Belfer	25%
Selma Ruben	8-1/3%
Lawrence Ruben	8-1/3%
Anita Saltz	8-1/3%
Jack Saltz	8-1/3%
A. B. Belfer as Trustee for Robert Belfer	16-2/3%

of all of its rights, title and interest in and to said operating agreement from WESTERN OIL REFINING COMPANY, with respect to and only to the above described lands and subject to all of the terms and conditions of said operating agreement.

IN WITNESS WHEREOF the undersigned "Assignor" has signed and sealed this instrument this 2nd. day of June, 1955.

ATTEST:

Lawrence Ruben, Secretary

PFAFF-QUEALY CORPORATION

A. B. Belfer

A. B. Belfer, President

"ASSIGNOR"

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

On this 2nd day of June, 1955, before me personally appeared A. B. BELFER and LAWRENCE RUBEN, to me personally known, who being duly sworn by me did say: That they are the President and Secretary of Pfaff-Quealy Corporation and that the seal affixed to the above and foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said A. B. BELFER and LAWRENCE RUBEN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 2nd day of June, 1955.

Violet Berman
Notary Public

VIOLET BERMAN
Notary Public, State of New York
No. 24-5221575
Qualified in Kings County
Commission Expires March 30, 1956

Assignment approved:

Manager, Land Office

238802

RECORDED Sept 29 1992 10:15 AM
IN BOOK 89 OF Oil & Gas PAGE 499
FEES $6.00 Judy Smith COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WHEN REC[redacted]ED, MAIL TO:
Angela L. Franklin, Esq.
PRUITT, GUSHEE & BACHTELL
1850 Beneficial Life Tower
Salt Lake City, Utah 84111

RECORDED Sept. 28 19 92 3:00 PM
IN BOOK 89 P-4 PAGE 500
FEES $28.00 Mary L. Lubbesmeyer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Judy K. Smith

RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGE

WHEREAS, Belco Petroleum Corporation and David C. Bintliff (collectively herein "Belco") entered into a promissory note with El Paso Natural Gas Company for the principal sum of Eight Million Seven Hundred Fifty Thousand Dollars ($8,750,000.00);

WHEREAS, Belco's indebtedness has been secured by a Mortgage dated December 13, 1957, and recorded August 20, 1958 in Book 12 Mortgages, Page 162 in the Sublette County, Wyoming records, in which Belco granted, sold, assigned, transferred, set over, conveyed, delivered, pledged, hypothecated, and mortgaged to El Paso Natural Gas Company property located in Sublette County, Wyoming, more particularly described in Exhibit "A" attached to and by this reference incorporated herein.

WHEREAS, by Supplemental Mortgage dated July 8, 1958 and recorded in Book 12 Mortgages, Page 184, in order to further secure payment of said Mortgage, Belco granted, sold, assigned, transferred, set over, conveyed, delivered, pledged, hypothecated, and mortgaged additional property located in Sublette County, Wyoming, more particularly described in Exhibit "B" attached to and by this reference incorporated herein;

WHEREAS, by Supplemental Mortgage dated June 20, 1958 and recorded in Book 12 Mortgages, Page 190, in order to further secure payment of said Mortgage, Belco granted, sold, assigned, transferred, set over, conveyed, delivered, pledged, hypothecated and mortgaged additional property located in Sublette County, Wyoming, more particularly described in Exhibit "C" attached to and by this reference incorporated herein;

WHEREAS, by Supplemental Mortgage dated July 31, 1958 and recorded in Book 12 Mortgages, Page 207, in order to further secure payment of said Mortgage, Belco granted, sold, assigned, transferred, set over, conveyed, delivered, pledged, hypothecated, and mortgaged additional property located in Sublette County, Wyoming, more particularly described in Exhibit "D" attached to and by this reference incorporated herein;

WHEREAS, by Supplemental Mortgage dated September 19, 1958 and recorded October 2, 1958 in Book 12 Mortgages, Page 250, in order to further secure payment of said Mortgage, Belco granted, sold, assigned, transferred, set over, conveyed, delivered, pledged, hypothecated, and mortgaged additional property located in Sublette County, Wyoming, more particularly described in Exhibit "E" attached to and by this reference incorporated herein; and

WHEREAS, the said indebtedness has been paid in full.

NOW, THEREFORE, said Mortgage, as supplemented, together with the debt secured by said Mortgage, is satisfied, released, and discharged, and the property secured by such Mortgage has been released from the lien of the Mortgage, as supplemented.

IN WITNESS WHEREFORE, the undersigned has duly executed this instrument on this 24 day of September, 1992.

EL PASO NATURAL GAS COMPANY

By: _____
Title: _____

STATE OF Texas)
:ss
County of El Paso)

Before me Thomas E. Ricks on this day personally appeared _____ and _____, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President & Controller of El Paso Natural Gas 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 seal of office this 24th day of September, 1992.

_____
Notary Public
Title: Sr. Exec. Secretary

My Commission Expires:

OFFICIAL SEAL
GINGER A. WEARDEN
NOTARY PUBLIC
In and for the State of Texas
My commission expires 9 25 93

EXHIBIT "A"
TO
RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGE

1.

An undivided 50% interest in and to the following described oil and gas leases insofar and insofar only as said leases cover the Frontier Formation in and under the land described below:

(a) Oil and gas lease dated July 1, 1948, from the United States of America, as Lessor, to E. Cecil McCavin, as Lessee, Serial No. Evanston 023340, insofar as said lease covers the following described land, to-wit:

Section 7, Township 28 North, Range 112 West,
in Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 7,442 feet below the surface of the ground in the Chimney Butte Deep Unit No. 4 well, drilled on the above described land.)

(b) Oil and gas lease dated January 1, 1950, from the United States of America, as Lessor, to Dorine Wyld Swigert, as Lessee, Serial No. Evanston 024528, insofar as said lease covers the following described land, to-wit:

Section 30, Township 28 North, Range 112 West,
in Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 7,040 feet below the surface of the ground in the Chimney Butte Deep Unit No. 6 well, drilled on the above described land.)

(c) (i) Oil and gas lease dated September 1, 1946, from the United States of America, as Lessor, to Albert E. Shaw, as Lessee, Serial No. Evanston 022756, insofar as said lease covers the following described land, to-wit:

SW/4, S/2 NW/4, Section 14, Township 28 North,
Range 113 West, in Sublette County, Wyoming.

(ii) Oil and gas lease dated May 1, 1948, from the United States of America, as Lessor, to Lucile Hilton, as Lessee, Serial No. Evanston 024241, insofar as said lease covers the following described land, to-wit:

W/2 SE/4, SW/4 NE/4, Section 14, Township 28 North,
Range 113 West, in Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 6,850 feet below the surface of the ground in the Chimney Butte Deep Unit No. 5 well, drilled on the land described in (i) and (ii) above.)

(d) (i) Oil and gas lease dated February 1, 1950, from the United States of America, as Lessor, to Morrin Morgan and Margaret Justheim, as Lessee, Serial No. Wyoming 0189, insofar as said lease covers the following described land, to-wit:

S/2 SW/4, Section 22, Township 29 North, Range 113 West, and NE/4 NW/4, Section 27, Township 29 North, Range 113 West, in Sublette County, Wyoming.

(ii) Oil and gas lease dated February 1, 1950, from the United States of America, as Lessor, to Merrin Morgan and Margaret Justheim, as Lessee, Serial No. Wyoming 031992, insofar as said lease covers the following described land, to-wit:

S/2 SE/4, Section 22, Township 29 North, Range 113 West, and NE/2 NE/4, Section 27, Township 29 North, Range 113 West, in Sublette County, Wyoming.

(iii) Oil and gas lease dated May 1, 1950, from the United States of America, as Lessor, to W. Russell Hull, as Lessee, Serial No. Wyoming 01332, insofar as said lease covers the following described land, to-wit:

S/2 NE/4, SE/4 NW/4, E/2 SE/4, Section 27, Township 29 North, Range 113 West, in Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 7,290 feet below the surface of the ground in the Chimney Butte Deep Unit No. 7 well, drilled on the land described in (i), (ii) and (iii) above.

Subject to the further provisions hereof, the undivided 50% interest in each respective lease hereinabove described shall bear 50% of the burden of the royalties provided for in such lease and applicable to the above described formation or formations and 50% of the overriding royalties, production payments and other outstanding interests presently burdening such lease and applicable to said formation or formations. Mortgagor represents and warrants with respect to each respective lease that the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does not exceed 17-1/2%, and if the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does exceed 17-1/2%, all of such royalties, overriding royalties, production payments and other outstanding interests in excess of 50% of 17-1/2% shall be a burden upon, and be paid from, the interest in such lease now owned by Mortgagor and not hereby subjected to the lien of this mortgage.

(a) An undivided 50% interest in and to the well situated on the above land described in 1(a) above and known as the Chimney Butte Deep Unit No. 4 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

(b) An undivided 50% interest in and to the well situated on the land described in 1(b) above and known as the Chimney Butte Deep Unit No. 6 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

(c) An undivided 50% interest in and to the well situated on the land described in 1(c) above and known as the Chimney Butte Deep Unit No. 5 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

(d) An undivided 50% interest in and to the well situated on the land described in 1(d) above and known as the Chimney Butte Deep Unit No. 7 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

3.

The above described leases and wells are subject to the provisions of that certain unit agreement dated April 8, 1957, entitled "Unit Agreement for the Development and Operation of the Chimney Butte Deep Unit Area, County of Sublette, State of Wyoming", bearing Federal No. 14-08-001-3844, approved by the Acting Director, United States Geological Survey, on June 18, 1957, and there is hereby conveyed and mortgaged to Mortgagee the interests in and under said unit agreement, and in and to the property covered thereby, which is now, or may hereafter be from time to time, attributable to the above described 50% interest in said leases and wells (and to no other property).

EXHIBIT "B" 505
TO
RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGE

1.

An undivided 50% interest in and to the following described oil and gas leases insofar and insofar only as said leases cover the Frontier Formation in and under the land described below:

(i) Oil and gas lease dated May 1, 1948, from the United States of America, as Lessor, to Joseph Allen, as Lessee, Serial No. Evanston 024241, insofar as said lease covers the following described land, to-wit:

SW/4, W/2 SE/4, S/2 NW/4, SW/4 NE/4, Section 13, Township 28 North, Range 113 West and E/2 SE/4, SE/4 NE/4 of Section 14, Township 28 North, Range 113 West, in Sublette County, Wyoming.

(ii) Oil and gas lease dated June 1, 1948, from the United States of America, as Lessor, to Lucile Hilton, as Lessee, Serial No. Evanston 024756-A, insofar as said lease covers the following described land, to-wit:

NE/4 NE/4, Section 23, Township 28 North, Range 113 West, and Lots 2, 3, 4, Section 24, Township 28 North, Range 113 West, in Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 7,080 feet below the surface of the ground in the Chimney Butte Deep Unit #10 well, drilled on the land described in (i) and (ii) above.)

Subject to the further provisions hereof, the undivided 50% interest in each respective lease hereinabove described shall bear 50% of the burden of the royalties provided for in such lease and applicable to the above described formation or formations and 50% of the overriding royalties, production payments and other outstanding interests presently burdening such lease and applicable to said formation or formations. Mortgagor represents and warrants with respect to each respective lease that the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does not exceed 17½%, and if the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does exceed 17½%, all of such royalties, overriding royalties, production payments and other outstanding interests in excess of 50% of 17½% shall be a burden upon, and be paid from, the interest in such lease now owned by Mortgagor and not hereby subjected to the lien of this mortgage.

2.

An undivided 50% interest in and to the well situated on the above land described in (i) and (ii) above and known as the Chimney Butte Deep Unit No. 10 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

[redacted] [redacted] [redacted]

The above described leases and well are subject to the provisions of that certain unit agreement dated April 8, 1957, entitled "Unit Agreement for the Development and Operation of the Chimney Butte Deep Unit Area, County of Sublette, State of Wyoming", bearing Federal No. 14-08-001-3844, approved by the Acting Director, United States Geological Survey, on June 18, 1957, and there is hereby conveyed and mortgaged to Mortgagee the interests in and under said unit agreement, and in and to the property covered thereby, which is now, or may hereafter be from time to time, attributable to the above described 50% interest in said leases and well (and to no other property).

507

EXHIBIT "C"
TO
RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGE

1.

An undivided 50% interest in and to the following described oil and gas leases insofar and insofar only as said leases cover all formations through the Frontier formation in and under the land described below:

Oil and gas lease dated February 1, 1951, from the United States of America, as Lessor, to Helen Cope, as Lessee, Serial No. Wyoming 04629, insofar as said lease covers the following described land, to-wit:

SE/4, Section 10, Township 28 North, Range 113 West, in Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 6,800 feet below the surface of the ground in the Chimney Butte Deep Unit No. 8 well, drilled on the above described land and plugged back to a shallower formation and said well is now known as the No. C-22 well.)

Subject to the further provisions hereof, the undivided 50% interest in each respective lease hereinabove described shall bear 50% of the burden of the royalties provided for in such lease and applicable to the above described formation or formations and 50% of the overriding royalties, production payments and other outstanding interests presently burdening such lease and applicable to said formation or formations. Mortgagor represents and warrants with respect to each respective lease that the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does not exceed 17½%, and if the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does exceed 17½%, all of such royalties, overriding royalties, production payments and other outstanding interests in excess of 50% of 17½% shall be a burden upon, and be paid from, the interest in such lease now owned by Mortgagor and not hereby subjected to the lien of this mortgage.

2.

An undivided 50% interest in and tc the well situated on the above land described in 1 above and known as the C-22 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

EXHIBIT "D"
TO
RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGE

1.

An undivided 50% interest in and to the following described oil and gas leases insofar and insofar only as said leases cover the Frontier Formation in and under the land described below:

(i) Oil and gas lease dated June 1, 1948, from the United States of America, as Lessor, to Lucile Hilton, as Lessee, Serial No. Evanston 024756, insofar as said lease covers the following described land, to-wit:

Lots 1,2,3, W/2 NE/4, NW/4 SE/4, E/2 NW/4, NE/4 SW/4, Section 25, Township 28 North, Range 113 West, and Lots 6,7, 8, Section 24, Township 28 North, Range 113 West, in Sublette County, Wyoming.

(ii) Oil and gas lease dated December 1, 1948, from the United States of America, as Lessor, to Gordon S. Wise, as Lessee, Serial No. Evanston 024469, insofar as said lease covers the following described land, to-wit:

Lots 3,4, Section 19, Township 28 North, Range 112 West, in Sublette County, Wyoming.

(iii) Oil and gas lease dated January 1, 1950, from the United States of America, as Lessor, to Dorine W. Swigert, as Lessee, Serial No. Evanston 024528, insofar as said lease covers the following described land, to-wit:

Lots 1,2, Section 30, Township 28 North, Range 112 West, in Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 7,029 feet below the surface of the ground in the Chimney Butte Deep Unit #13 well, drilled on the land described in (i), (ii) and (iii) above.)

Subject to the further provisions hereof, the undivided 50% interest in each respective lease hereinabove described shall bear 50% of the burden of the royalties provided for in such lease and applicable to the above described formation or formations and 50% of the overriding royalties, production payments and other outstanding interests presently burdening such lease and applicable to said formation or formations. Mortgagor represents and warrants with respect to each respective lease that the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does not exceed 17-1/2%, and if the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does exceed 17-1/2%, all of such royalties, overriding royalties, production payments and other outstanding interests in excess of 50% of 17-1/2% shall be a burden upon, and be paid from, the interest in such lease now owned by Mortgagor and not hereby subjected to the lien of this mortgage.

An undivided 50% interest in and to the well situated on the above land described in (i), (ii) and (iii) above and known as the Chimney Butte Deep Unit No. 13 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

3.

The above described leases and well are subject to the provisions of that certain unit agreement dated April 8, 1957, entitled "Unit Agreement for the Development and Operation of the Chimney Butte Deep Unit Area, County of Sublette, State of Wyoming", bearing Federal No. 14-08-001-3844, approved by the Acting Director, United States Geological Survey, on June 18, 1957, and there is hereby conveyed and mortgaged to Mortgagee the interests in and under said unit agreement, and in and to the property covered thereby, which is now, or may hereafter be from time to time, attributable to the above described 50% interest in said leases and well (and to no other property)..

EXH[redacted]"E"
TO
RELEASE, SATISFACTION AND DISCHARGE OF MORTGAGE

1.

An undivided 50% interest in and to the following described oil and gas leases insofar and insofar only as said leases cover the Frontier Formation in and under the land described below.

(i) Oil and gas lease dated December 1, 1948, from the United States of America, as Lessor, to Gordon S. Wise, as Lessee, Serial No. Evanston 024469, insofar as said lease covers the following described land, to-wit:

W/2 SW/4, SW/4 NW/4, Section 20, SE/4, S/2 NE/4, E/2 SW/4, Section 19, Township 28 North, Range 112 West, Sublette County, Wyoming.

(ii) Oil and gas lease dated June 1, 1953, from Wm J. McGinnis, et al, as Lessor, to Delco Petroleum Corporation and David C. Bintliff, as Lessee, insofar as said lease covers the following described land, to-wit:

SE/4 NW/4, Section 19, Township 28 North, Range 112 West, Sublette County, Wyoming.

(iii) Oil and gas lease dated January 1, 1950, from the United States of America, as Lessor, to Dorine Wyld Swygert, as Lessee, insofar as said lease covers the following described land, to-wit:

NW/4 NW/4, Section 29; N/2 NE/4, NE/4 NW/4, Section 30, Township 28 North, Range 112 West, Sublette County, Wyoming.

(The top of the Frontier formation was encountered at the approximate depth of 7,306 feet below the surface of the ground in the Chimney Butte Deep Unit #12 well, drilled on the land described in (i), (ii) and (iii) above.

Subject to the further provisions hereof, the undivided 50% interest in each respective lease hereinabove described shall bear 50% of the burden of the royalties provided for in such lease and applicable to the above described formation or formations and 50% of the overriding royalties, production payments and other outstanding interests presently burdening such lease and applicable to said formation or formations. Mortgagor represents and warrants with respect to each respective lease that the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does not exceed 17-1/2%, and if the aggregate of such royalties, overriding royalties, production payments and other outstanding interests does exceed 17-1/2%, all of such royalties, overriding

royalties, production payments and other outstanding interests in excess of 50% of 17-1/2% shall be a burden upon, and be paid from, the interest in such lease now owned by Mortgagor and not hereby subjected to the lien of this mortgage.

2.

An undivided 50% interest in and to the well situated on the above land described in (i), (ii) and (iii) above and known as the Chimney Butte Deep Unit #12 well, together with a like 50% interest in and to the pipe, wellhead connections, flow lines, meters, separators and other well and lease equipment installed for use in operating and producing said well.

3.

The above described leases and well are subject to the provisions of that certain unit agreement dated April 8, 1957, entitled "Unit Agreement for the Development and Operation of the Chimney Butte Deep Unit Area, County of Sublette, State of Wyoming," bearing Federal No. 14-08-001-3844, approved by the Acting Director, United States Geological Survey, on June 18, 1957, and there is hereby conveyed and mortgaged to Mortgagee the interests in and under said unit agreement, and in and to the property covered thereby, which is now, or may hereafter be from time to time, attributable to the above described 50% interest in said leases and well (and to no other property).

[redacted] RECORDED Oct 2 [redacted] 4:45 PM
IN BOOK 89 PAGE 512
FEES $ 577.00 Mary L. Lankford COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONVEYANCE OF PRODUCTION PAYMENT

by Judy K. Smith

This Conveyance of Production Payment (this "Conveyance"), is from **ENRON OIL & GAS COMPANY**, a Delaware corporation, whose address is 1400 Smith Street, P. O. Box 1188, Houston, Texas 77251-1188 ("Grantor"), to **CACTUS HYDROCARBON 1992-A LIMITED PARTNERSHIP**, a Delaware limited partnership, whose address is 1400 Smith Street, P. O. Box 1188, Houston, Texas 77251-1188 ("Grantee").

WHEREAS, Grantor is the owner of undivided interests in and to the oil and gas leases, fee mineral interests and operating rights as described in Exhibit A hereto covering certain lands in Lincoln and Sublette Counties, Wyoming, and Grantor has agreed to convey to Grantee as a production payment the following described interest in such leases, fee mineral interests and operating rights; and

WHEREAS, capitalized terms as used herein shall have the meanings given to them in Article II hereof unless otherwise defined herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

ARTICLE I

CONVEYANCE

Section 1.01 **Conveyance.** For and in consideration of One Thousand Dollars ($1000.00) cash in hand paid to Grantor by Grantee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby **GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, SETS OVER AND DELIVERS** unto Grantee, as a production payment, an interest equal to the Production Payment Percentage in and to each of the Subject Interests and in and to the Hydrocarbons in and under and that may be produced and saved therefrom (after deduction of the prorata part of the Lease Use Hydrocarbons and Non-Consent Hydrocarbons attributable to the Subject Interests), but not to exceed on any day during any Month the Subject Quantity of the first Hydrocarbons produced and saved that day, together with all and singular the rights and appurtenances thereto in anywise belonging (the "Production Payment").

TO HAVE AND TO HOLD the Production Payment unto Grantee, its successors and assigns forever, subject to the following terms, provisions and conditions.

Section 1.02 **Non-Operating, Non-Expense-Bearing Interest.** The Production Payment conveyed hereby is a non-operating, non-expense-bearing interest and real property

Please Return To:
Vinson & Elkins
Attn: Lauren Hagerty
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760

interest in and to each of the Subject Interests and in and to the Hydrocarbons in and under and that may be produced and saved from the Subject Interests, free of all cost, risk and expense of production, operations and delivery to the Delivery Point. In no event shall Grantee ever be liable or responsible in any way for payment of any costs, expenses or liabilities attributable to the Subject Interests (or any part thereof) or incurred in connection with the production, saving or delivery of Production Payment Hydrocarbons to the Delivery Point. This Conveyance is an absolute conveyance of a real property interest.

Section 1.03 **Termination.** The Production Payment shall remain in full force and effect until the later of (a) June 30, 1996, or (b) 7:00 a.m. Central Time on the day following the date when any Basis Adjustment Amount outstanding as of June 30, 1996, has been reduced to zero (the "Termination Time"). Upon termination of the Production Payment as above provided, all rights, titles and interests herein conveyed shall automatically terminate and vest in Grantor and, upon request by Grantor, Grantee shall execute and deliver such instrument or instruments as may be necessary to evidence the termination of the Production Payment. In the event any individual Subject Interest (or portion thereof, as applicable) should expire (i.e., cease to be in force and effect) before the Termination Time and not be extended, renewed or replaced, the Production Payment no longer shall apply to that particular Subject Interest (or such portion thereof, as applicable), but the Production Payment shall remain in full force and effect and undiminished as to all remaining Subject Interests (and the remainder portion of such Subject Interest, as applicable), and neither the Subject Quantity nor the amount described in the initial sentence of this Section 1.03 shall ever be reduced or diminished by reason of the expiration of a Subject Interest (or the expiration of a Subject Interest as to such portion thereof, as applicable).

Section 1.04 **Delivery to Grantee.** The Production Payment Gas shall be delivered to Grantee, or to the credit of Grantee, into the facilities of the First Transporter at the Delivery Point. The Production Payment Oil shall be delivered to Grantee, or to the credit of Grantee, into the facilities of the first purchaser at the Delivery Point. As between Grantor and Grantee, Grantor shall be in exclusive control and possession of the Production Payment Hydrocarbons deliverable hereunder and responsible for any loss, damage or injury caused thereby until the same shall have been delivered to Grantee at the Delivery Point, after which delivery Grantee shall be deemed to be in exclusive control and possession thereof and responsible for any loss, injury or damage caused thereby. To the extent it has the right to do so, Grantor hereby grants to Grantee, easements and rights-of-way over and across the Leases and lands pooled, communitized and/or unitized therewith, together with rights of ingress and egress to go on or about such lands for purposes of receiving, accepting and taking Production Payment Hydrocarbons at the Delivery Point and, to the extent necessary, for the construction, maintenance, operation, repair and removal of pipelines, metering stations and any and all other facilities and appurtenances necessary or useful

related to the receipt, transportation, measurement, treatment and marketing of the Production Payment Hydrocarbons.

Section 1.05 **Certain Limitations.** The Production Payment shall be subject to the following provisions:

(a) Grantee shall look solely to the Production Payment Hydrocarbons (including any Adjustment Quantities) for satisfaction and discharge of the Production Payment, and Grantor shall not be personally liable for the payment and discharge thereof.

(b) There shall not be included in the Production Payment Hydrocarbons any Lease Use Hydrocarbons or Non[illegible]ent Hydrocarbons.

Section 1.06 **Measurement.** Measurement of the volume and Btu Content of Production Payment Hydrocarbons delivered hereunder shall be made at the existing metering points. Measurement of Gas shall be as determined under the applicable transportation agreement with the First Transporter. The last previous measurement of Btu content of Gas under the applicable transportation agreement with the First Transporter (corrected, if necessary, to an actual water vapor content basis) shall be deemed to be the Btu Content for all Gas delivered from that measurement date until the next following measurement date. Measurement of Oil shall be determined in accordance with generally accepted industry practices in effect at the time and place of delivery using the latest ASTM or API test methods. Volume of Oil shall be corrected to 60 degrees Fahrenheit temperature in accordance with the latest ASTM test methods and the latest edition of API volume correction tables, and full deductions shall be made for all basic sediment and water and other impurities.

Section 1.07 **Royalties; Taxes.** The Production Payment shall be free of (and without deduction therefrom of) any and all royalties and other burdens on production and shall bear no part of same; the Subject Interests shall be burdened with, and Grantor shall timely pay, all such royalties and other burdens on production, and Grantor shall defend, indemnify and hold Grantee harmless from and against any loss or claim with respect to any such royalties and other burdens on production or any claim by the owners or holders of such royalties and other burdens on production. Grantor, as the owner of the Subject Interests, shall bear and pay all Taxes with respect to the Production Payment and the Production Payment Hydrocarbons, the Production Payment Hydrocarbons being free of Taxes and delivered without deduction for Taxes.

Section 1.08 **Mortgage, Assignment or Pooling by Grantor.** During the term of the Production Payment, (a) Grantor shall not mortgage, pledge or hypothecate the Subject Interests or create or allow to remain thereon any lien or security interest thereon or on any

Hydrocarbons produced therefrom and (b) Grantor shall not assign, sell, convey or otherwise transfer the Subject Interests or any part thereof unless Grantee expressly consents thereto in writing, the transferee expressly agrees to assume and perform all of Grantor's obligations under this Conveyance, and such sale, transfer or assignment is made and accepted expressly subject and subordinate to this Conveyance. Any purported mortgage, pledge, hypothecation, lien, security interest, assignment, sale, conveyance or other transfer in contravention of the foregoing terms shall be null and void. Except where ordered to do so by governmental authority having jurisdiction during the term of the Production Payment, Grantor shall not pool, communitize or unitize the Production Payment or the Subject Interests with any lands or leases owned or leased by Grantor or any Affiliate of Grantor that are not included in the Subject Interests without the express written consent of Grantee, and any purported pooling, communitization or unitization in contravention of the preceding clause shall be null and void as to Grantee and shall not have the effect of pooling or affecting the Production Payment.

Section 1.09 **Title.** Grantor warrants and represents that the Leases are valid and subsisting oil and gas leases covering the lands described in Exhibit A; Grantor's ownership of the Subject Interests entitles Grantor to a share of all Hydrocarbons produced from or attributable to each of the respective wells identified on Exhibit A and of the proceeds of such production, after giving effect to and/or deducting all applicable royalties, overriding royalties and other burdens or payments out of production (except the Production Payment) not less than the respective net revenue interests identified on Exhibit A, and obligates Grantor to pay a share of all costs of operation and development of each of the respective wells not greater than the respective operating rights, leasehold or working interests also identified on Exhibit A. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular title to the Production Payment and the Production Payment Hydrocarbons, subject only to the Permitted Encumbrances, unto Grantee, and its successors and assigns or any others succeeding to Grantee's interest or claiming by, through or under Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof. To the extent related to the Production Payment, there is also hereby conveyed to Grantee, by way of substitution and subrogation, all rights of warranty and contractual representations or covenants of any kind or nature held by Grantor against any of Grantor's predecessors in title.

ARTICLE II

DEFINITIONS

As used herein and in the exhibits hereto, the following terms shall have the respective meanings ascribed to them below:

"Adjustment Quantity" for any Month means the quantity of Hydrocarbons (expressed in MMBtu) determined by dividing the Basis Adjustment Amount as of the commencement of such Month by the Index Price of Gas for such Month. For deliveries occurring prior to the time such Index Price for any Month is known, the Index Price for the immediately preceding Month shall apply.

"Affiliate" shall mean any entity which either directly or indirectly controls or manages, is controlled or managed by, or is under common control or management with, a party. For purposes hereof, "control" means the right or power to direct the policies of another through management authority, stock ownership, delegated authority, voting rights or otherwise.

"API" means the American Petroleum Institute.

"Applicable Rate" means a rate of interest equal to the greater of (a) 7% per annum or (b) .875% above the Eurodollar Rate, in either case calculated based on a 365 day year.

"ASTM" means the American Society for Testing Materials.

"Barrel" means 42 United States standard gallons of 231 cubic inches per gallon at 60 degrees Fahrenheit.

"Basis Adjustment Amount" as of the commencement of any Month after November, 1992 means the Basis Adjustment Amount as of the commencement of the immediately preceding Month adjusted as follows:

(a) increased by the amount, if any, by which Basis Deficiencies for the immediately preceding Month exceeded Basis Credits for such Month;

(b) decreased by the amount, if any, by which Basis Credits for the immediately preceding Month exceeded Basis Deficiencies for such Month;

(c) increased by an amount equal to interest at the Applicable Rate for the number of days in such immediately preceding Month on the Basis Adjustment Amount as of the commencement of the immediately preceding Month (except any such amount outstanding as a result of clause (d) immediately below); and

(d) increased by an amount equal to the amount of any Taxes imposed or assessed upon the Production Payment or Production Payment Hydrocarbons which are not paid by Grantor and which Grantee pays plus an amount equal to interest at the Floating Rate for the number of days in the immediately

preceding Month on the amount outstanding under this clause (d) as of the commencement of the immediately preceding Month.

For the purposes of calculating the amount of any increase pursuant to clauses (c) or (d), amounts determined pursuant to clause (b), before being applied to decrease the portion of Basis Adjustment Amounts attributable to Basis Deficiencies, shall be credited first to offset amounts which have accrued pursuant to clause (d), then to offset amounts which have accrued pursuant to clause (c), and then to other amounts included in the Basis Adjustment Amount. The Basis Adjustment Amount as of October, 1992 is zero. The Basis Adjustment Amount as of the commencement of the Month of November, 1992 means the difference between the Basis Deficiencies and Basis Credits for the Month of October, 1992.

"Basis Credit" for each Month means the product obtained by multiplying (a) the quantity (expressed in MMBtus), if any, of Production Payment Hydrocarbons actually received by, or sold on behalf of, Grantee on each day during such Month from the Subject Interests that exceeds the Scheduled Quantity of Production Payment Hydrocarbons for each day of such Month times (b) the Index Price of Gas for such Month.

"Basis Deficiency" for each Month means the sum of all Force Majeure Amounts and Interruption Amounts determined with respect to each Delivery Shortage which occurred during such Month.

"British Thermal Unit" or "Btu" means the amount of energy required to raise the temperature of one pound (avoirdupois) of pure water one degree Fahrenheit from 59 degrees Fahrenheit to 60 degrees Fahrenheit.

"Btu Content" means the gross number of Btu's produced by the complete combustion, at constant pressure, of one Cubic Foot of Gas, measured at the pressure base and temperature base of the First Transporter and under standard gravitational force (acceleration of 980.665 cm per second) with air of the same pressure and temperature as the gas when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state. The Btu content so determined shall be expressed in Btu per cubic foot of gas and reported at the pressure base and temperature base of the First Transporter.

"Conveyance" shall have the meaning set forth in the recitals hereof.

"Cubic Foot of Gas" means the volume of Gas contained in one cubic foot of space at the pressure base and temperature base of the First Transporter.

"Delivery Points" with respect to Gas means those points set forth on Exhibit A together with all other points at which Gas is first metered after production from any Subject Well or Subject Interest and with respect to Oil means the tank batteries at or near the wellheads of each Subject Well or, if applicable, the central field gathering point for Oil, in either case where the Oil produced from the Subject Interests is collected and stored for delivery; and "Delivery Point" means a single one of such points.

"Delivery Shortage" for each day of each Month means the quantity (expressed in MMBtus), if any, of Production Payment Hydrocarbons actually received by, or sold on behalf of, Grantee that is less than the Scheduled Quantity of Production Payment Hydrocarbons.

"Eurodollar Rate" means, for any Month, an interest rate per annum equal to the average (rounded upward to the nearest whole multiple of 1/16 of 1% per annum, if such average is not such a multiple) of the rates per annum at which deposits in U.S. dollars are offered by major national banks to prime banks in the New York Interbank Eurodollar Market at 11:00 a.m. (New York Time) two business days before the commencement of such Month.

"Firmness Premium" means the applicable "Firmness Premium" set forth on Schedule 2.

"First Transporter" means the first interstate or intrastate pipeline downstream of the Delivery Points.

"Floating Rate" means the annual rate of interest publicly announced from time to time by CitiBank, N. A. as its prime or base rate plus 3%, calculated on the basis of a 365 day year, but not to exceed the maximum nonusurious rate permitted by applicable law.

"Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints and prohibitions of government, either federal or state, inability to obtain necessary materials, supplies (other than Hydrocarbons), or permits due to existing or future rules, order, laws of governmental authorities (whether federal, state or local), civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, freezing of lines of pipe, interruption or curtailment of firm or interruptible transportation services provided by third party transporters, and any other causes whether of the kind herein enumerated or otherwise, which are not within the control of the party claiming suspension and which by the exercise of due diligence such party could not have prevented or is unable to overcome. By way of illustration, the term "Force Majeure" shall not include shutdowns due to routine maintenance, repairs or workovers and restrictions caused by gas

balancing agreements or arrangements during periods of Grantor's underproduction pursuant thereto.

"Force Majeure Amount" means with respect to each Delivery Shortage the amount determined by multiplying the portion, if any, of the Delivery Shortage which was caused by Force Majeure by the Index Price of Gas for the Month in which the Delivery Shortage occurred.

"Gas" means natural gas and other gaseous hydrocarbons.

"Grantee" shall have the meaning set forth in the recitals of this Conveyance.

"Grantor" shall have the meaning set forth in the recitals of this Conveyance.

"Hydrocarbons" means Oil and Gas.

"Index Price" means with respect to Gas that price per MMBtu determined each Month as set forth on Schedule 2.

"Interruption Amount" means with respect to each Delivery Shortage the sum of the amount determined by multiplying the portion of the Delivery Shortage which was caused by any reason other than Force Majeure (including, without limitation, Delivery Shortages caused by maintenance to wells or facilities and periods of underproduction by Grantor pursuant to gas balancing agreements or arrangements) by the Index Price of Gas for the Month in which the Delivery Shortage occurred plus the applicable Firmness Premium.

"Lease" means an oil and gas lease or mineral interest described, referred to or identified in Exhibit A hereto as to all lands described therein (or the applicable part or portion thereof if specifically limited in areal extent in Exhibit A), together with any renewal or extension of such lease (as to all or any part or portion thereof), and any replacement lease taken upon or in anticipation of expiration or termination of such lease (if executed and delivered during the term of or within one year after expiration of the predecessor lease), and all renewals and extensions of such replacement leases.

"Lease Acreage" means all lands described in each oil and gas lease or mineral interest described, referred to or identified in Exhibit A, as to all depths.

"Lease Use Hydrocarbons" means any Hydrocarbons which are unavoidably lost in the production thereof or used by Grantor or the operator on the Leases or any unit in which the Leases are pooled or unitized for drilling and production operations conducted prudently and in good faith for the purpose of producing Hydrocarbons from the Leases or from such unit, but only for so long as and to the extent such Hydrocarbons are so used.

"MMBtu" means 1,000,000 British Thermal Units.

"MMBtu Equivalent" means with respect to Production Payment Gas, the quantity of such Gas, measured as provided herein by Btu Content, expressed in MMBtu, and with respect to Production Payment Oil, means the number of MMBtu determined in the case where 1 barrel of Oil equals 15 MMBtus.

"Month" means a calendar month.

"Mountain Time" means Mountain Standard Time or Mountain Daylight Savings Time in effect on the date in question.

"Non-Consent Hydrocarbons" means those Hydrocarbons produced from a well during the applicable period of recoupment or reimbursement pursuant to a Non-Consent Provision covering that well, which Hydrocarbons have been relinquished to the consenting party or participating party under the terms of such Non-Consent Provision as the result of the election by Grantor not to participate in the particular operation, provided such election by Grantor has been made in good faith and as a prudent operator.

"Non-Consent Provision" means a contractual provision contained in an applicable third-party operating agreement, unit agreement, contract for development or other similar instrument which is a Permitted Encumbrance, which provision covers so-called non-consent operations or sole benefit operations and provides for relinquishment of production by non-consenting or non-participating parties during a period of recoupment or reimbursement of costs and expenses of the consenting or participating parties.

"Oil" means crude oil, condensate and other liquid hydrocarbons.

"Permitted Encumbrance" means the following:

(a) lessors' royalties, overriding royalties, reversionary interests and similar burdens of record which do not reduce the net revenue interests set forth in Exhibit A;

(b) division orders and sales contracts terminable without penalty upon no more than 30 days' notice to the purchaser;

(c) liens for taxes or assessments not yet delinquent;

(d) materialman's, mechanic's, repairman's, employee's, contractor's operator's and other similar liens or charges arising in the ordinary course of business securing amounts not yet due and payable;

(e) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations;

(f) all other liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects and irregularities affecting the Leases which taken individually or together: (i) do not interfere materially with the operation, value or use of any of the Leases; (ii) do not prevent Grantor from receiving the proceeds of production from any of the Leases or Grantee from receiving Production Payment Hydrocarbons, or the proceeds thereof; (iii) do not reduce the net revenue interests set forth in Exhibit A; and (iv) do not increase the portion of the costs and expenses relating to any Leases that Grantor is obligated to pay above the operating rights or leasehold interest share set forth in Exhibit A; and

(g) the agreements, contracts and other instruments described in Exhibit A to the extent the same are valid and subsisting and burden or apply to the Subject Interests or any part thereof.

"Production Payment" shall have the meaning given such term in Section 1.01 hereof.

"Production Payment Gas" means the portion of the Production Payment Hydrocarbons which are Gas.

"Production Payment Hydrocarbons" shall mean the Hydrocarbons conveyed to Grantee pursuant to Section 1.01 hereof.

"Production Payment Oil" means the portion of the Production Payment Hydrocarbons which are Oil.

"Production Payment Percentage" means with respect to each Subject Interest, 90% of the net revenue interest specified in Exhibit A.

"Scheduled Quantity" means with respect to the Subject Interests for each day during each Month the quantity (expressed in MMBtu), if any, of Production Payment Hydrocarbons which is projected to be received by Grantee during each day of such Month as set forth on Schedule 1.

"Subject Interests" or "Subject Interest" means all right, title, interest or claim of every kind and character of Grantor in and to the Leases and the Lease Acreage and all lands now or hereafter pooled, communitized or unitized therewith, even though Grantor's interest may be incorrectly or incompletely described in Exhibit A, all as the same shall be enlarged by the discharge of any burdens or by the removal of any charges or encumbrances to which any of the same may be subject at the Effective Time, and any and all renewals

and extensions of any of the same, and expressly including any additional interest in the Leases, Lease Acreage or operating rights therein acquired by Grantor after the execution and delivery of this Conveyance but only to the extent necessary to satisfy Grantor's warranty of title under Section 1.09 hereof.

"Subject Quantity" means for each day of each Month the quantity of Hydrocarbons equal to the MMBtu Equivalent of (a) the Scheduled Quantity of Production Payment Hydrocarbons from all of the Subject Interests for such day, plus (b) the Adjustment Quantity of Hydrocarbons for such Month divided by the sum of days in such Month.

"Subject Well" or "Subject Wells" means any and all wells now located on the Leases or hereafter drilled on the Leases, and any other wells now or hereafter located on lands or leases pooled, communitized or unitized with the Leases unless otherwise specified in Exhibit A.

"Taxes" means all ad valorem, property, occupation, gathering, pipeline regulating, severance, gross production, excise and other taxes and governmental charges and assessments imposed on the Subject Interests or the Production Payment, including the Production Payment Hydrocarbons, other than income taxes.

"Termination Time" is defined in Section 1.03 hereof.

ARTICLE III

MISCELLANEOUS

Section 3.01 **Protection to Purchasers.** No pipeline company or other person purchasing or taking or processing Production Payment Hydrocarbons shall be required to take notice of, or to keep informed concerning, termination of the Production Payment, until actual receipt of written notice from Grantee advising such company or person of such termination.

Section 3.02 **Governing Law. THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WYOMING, EXCEPT TO THE EXTENT THE LAWS OF ANY OTHER STATE ARE MANDATORILY APPLICABLE.**

Section 3.03 **Successors and Assigns.** The provisions and conditions contained in this Conveyance shall run with the land and the respective interests of Grantor and Grantee and (subject to the foregoing restrictions in Section 1.08) shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. All

references herein to either Grantor or Grantee shall include their respective successors and assigns.

Section 3.04 **Counterpart Execution.** This Conveyance may be executed in multiple originals all of which shall constitute one and the same Conveyance.

Section 3.05 **Perpetuities.** It is not the intent of Grantor or Grantee that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation, or other rules regarding the vesting or duration of estates, and this Conveyance shall be construed as not violating such rule to the extent the same can be so construed consistent with the intent of the parties. In the event however that any provision hereof is determined to violate such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule that will result in no violation. To the extent the maximum period is permitted to be determined by reference to "lives in being", Grantor and Grantee agree that "lives in being" shall refer to the lifetime of the last to die of the living lineal descendants of the late Theodore Roosevelt (the late President of the United States of America).

Section 3.06 **Certain References.** Certain agreements, contracts and other documents are listed in Exhibit A and included in the definition of Permitted Encumbrances. References herein or in Exhibit A to Permitted Encumbrances are made solely for the purpose of protecting Grantor on Grantor's warranties and representations as to the Subject Interests, and without regard to whether or not any Permitted Encumbrance is valid, subsisting, legal or enforceable or affects the Production Payment; and such references are not intended to constitute and shall not constitute any sort of recognition or acknowledgment by any party as to the validity, legality or enforceability of the same or of any term, provision or condition thereof or the applicability thereof to the Production Payment, and shall not revive or ratify the same or create any rights in any third person. No provision in this Conveyance shall be construed as an agreement or expression of intent by Grantee to acquire the Production Payment subject to any unrecorded Permitted Encumbrance; provided, however, no breach of any warranty of title hereunder shall arise as the result of any claim made pursuant to any unrecorded Permitted Encumbrance.

Section 3.07 **Partial Invalidity.** Except as otherwise expressly stated herein, in the event any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions of this Agreement which shall remain in full force and effect.

EXECUTED in multiple originals this 25th day of September, 1992.

GRANTOR:

ATTEST:

ENRON OIL & GAS COMPANY

By: D M Ulak
Name: DENNIS M. ULAK
Title: ASST. SECRETARY

By: J E Uthlaut DMU
George E. Uthlaut
Senior Vice President, Operations

GRANTEE:

ATTEST:

CACTUS HYDROCARBON 1992-A LIMITED PARTNERSHIP

By: Sarah A. Galley
Name: Sarah A. Galley
Title: Assistant Secretary

By: **ENRON BIG PINEY CORP.**
General Partner

By: Gene E Humphrey JRA
Gene E. Humphrey
Vice President

EXHIBITS

Exhibit A -- Includes:
Description of Leases
Permitted Encumbrances
Description of Subject Wells and Interests
Delivery Points

SCHEDULES

Schedule 1 -- Scheduled Quantities of Production Payment Hydrocarbons Projected to be Received

Schedule 2 -- Index Price; Firmness Premium

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 25th day of September, 1992, before me personally appeared George E. Uthlaut, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President, Operations, of Enron Oil & Gas Company and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said George E. Uthlaut acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal.

LINDA L. SCOTT
Notary Public, State of Texas
My Commission Expires 7-30-96

Linda L. Scott
Notary Public

My Commission expires:_____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 25th day of September, in the year 1992, before me, a Notary Public in and for said state, personally appeared Gene E. Humphrey, Vice President of Enron Big Piney Corp., General Partner of Cactus Hydrocarbon 1992-A Limited Partnership, known to me to be the person who executed the within Conveyance of Production Payment on behalf of said corporation, acting as General Partner of said partnership and acknowledged to me that he executed the same for the purposes therein stated.

Given under my hand and notarial seal.

LINDA L. SCOTT
Notary Public, State of Texas
My Commission, Expires 7-30-96

Linda L. Scott
Notary Public

My Commission Expires:_____

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EXHIBIT A

SUBJECT INTERESTS

PREAMBLE TO EXHIBIT A
(CONVEYANCE)

1. Definitions. For all purposes of this Preamble, unless the context otherwise requires, all terms employed herein shall have the meanings ascribed thereto in the Conveyance (as defined such term is defined in the instrument to which this Preamble is attached).

2. The Preamble. This Preamble relates to, and constitutes a part of, Exhibit A to the instrument to which this Preamble is attached (the "Exhibit"). The Exhibit is divided into four parts ("Part" or "Parts"), as follows:

I. Description of the Leases and other interests.

II. Description of Permitted Encumbrances.

III. Description of certain of the Subject Wells.

IV. Description of certain of the Delivery Points.

If a Lease or other instrument, covers land in two or more counties, a description of the Lease or instrument, may be included in the Exhibit for each such county. Such multiple descriptions of a Lease, or other instrument, are not to be construed as increasing the interest assigned to Grantee hereunder as to such Lease or instrument.

The names of fields, prospects, units, wells, leases and formations reflected in Exhibit A, if any, are those employed by Grantor in its administrative records, and such names may not conform to the official names, if any, of such fields, prospects, units, wells, leases and formations.

3. Part I. Part I is a description of the Leases and other interests included in the Subject Interests. Part I includes the following:

Heading:	Lease Exhibit.
Lease Number:	Grantor's internal Lease identification number.
Lessor:	The name of the lessor of the Lease, the assignor of the instrument creating the interest, or the assignor of the instrument assigning the Lease or interest.

In states where a description is needed for filing purposes, a description is included underneath the headings "Lessor" and "Lease Date" to reflect township, range, section and other description, if any, respectively, of the lands covered by the Lease or instrument creating the interest, or the portion thereof in which Grantor owns an interest. (See section 7 below relating to the description.) If no land description appears, the land description contained in the instrument referenced is hereby incorporated by reference.

Lease Date: The date or effective date of the Lease, the instrument creating the interest, or the instrument assigning the Lease or other interest.

Recording: The recordation reference of the Lease or other instrument in the applicable public records of the state and county shown under the headings "ST" (meaning State) and "County." The recordation reference is to the volume or book and page or the file number, micro film index number, instrument number, entry number or other identification number of the deed records, oil and gas records, official public records of real property, conveyance records, oil and gas books or other applicable public records of such state and county. If no recordation reference is shown, the Lease or instrument may not be recorded in such county.

ST: The name of the state in which a Lease or other interest is located.

County: The name of the county in which a Lease or other interest is located.

4. Part II. Part II is a description of the Permitted Encumbrances affecting the Subject Interests. Part II includes the following:

Heading: Exhibit A, Permitted Encumbrances.

Unit Name: The name of the unit or Subject Well affected by the applicable Permitted Encumbrance. If the word "all" is set forth under this heading, the applicable Permitted Encumbrance applies to all of the Subject Interests.

PA Name: The name of the participating area in the unit identified, if any, that is affected by the Permitted Encumbrance.

Contract Name: The name of the contract, agreement or other instrument that is a

Permitted Encumbrance.

Contract Number: Grantor's internal identification number for the contract, agreement or other instrument that is a Permitted Encumbrance.

Parties: The name of the parties to the contract, agreement or other instrument that is a Permitted Encumbrance.

Date: The execution or effective date of the contract, agreement or other instrument that is a Permitted Encumbrance.

Recordation: The recordation reference of the contract, agreement or other instrument that is a Permitted Encumbrance in the applicable public records of the county of Wyoming identified. The recordation reference is to the volume or book and page or the file number, microfilm index number, instrument number, entry number or other identification number of the deed records, oil and gas records, official public records of real property, conveyance records, oil and gas books or other applicable public records of such state and county. If no recordation reference is shown, the contract, agreement or other instrument that is a Permitted Encumbrance may not be recorded.

County: The name of the county in Wyoming where the Permitted Encumbrance is recorded.

5. Part III. Part III is a description of certain of the Subject Wells in which Grantor owns a working interest. Part III is divided into Group A and Group B for informational purposes. Part III includes the following:

Well Name: The name of the Subject Well in which Grantor owns an interest, which name may represent one or more wells. Included under this heading, for informational purposes only (and not to limit the description of the Subject Interests), may be the name of the operator of the Subject Well and a description of the Subject Well's location by reference to the section, township, range and other description (see section 7 below relating to the description.) Also included under this heading may be the letters "PW," "CW," "LW," or "WIW," which letters are for Grantor's internal purposes only and are not intended to limit the description of the Subject Interests.

Well Number: Grantor's internal identification number for the Subject Well.

[redacted] [redacted] [redacted]

ST: The name of the state in which a Subject Well is located.

County: The name of the county in which the Subject Well is located. Included under this heading, for informational purposes only (and not to limit the description of the Subject Interests), is the name of the formation in which the applicable Subject Well was completed.

Working Interest BPO: Grantor's "Working Interest" means with respect to a Subject Well for which a working interest is stated, the share of the cost of operations conducted thereon of which Grantor is obligated to bear by virtue of its ownership of the Subject Interest on which such Subject Well is located. "BPO" means the period of time before the occurrence of a particular event, such as payout of certain costs with respect to a Subject Well, as described in one or more of the agreements to which the affected well is subject, or as described in certain assignments or other instruments in the chain of title to the affected well.

Revenue Interest BPO: Grantor's "Net Revenue Interest" means with respect to a Subject Well for which a net revenue interest is stated, that interest in the oil or gas production produced, saved and sold from the Subject Well which is afforded to Grantor by virtue of its ownership of the Subject Interest on which such Subject Well is located. "BPO" means the period of time before the occurrence of a particular event, such as payout of certain costs with respect to a Subject Well, as described in one or more of the agreements to which the affected well is subject, or as described in certain assignments or other instruments in the chain of title to the affected well.

Working Interest APO: Grantor's "Working Interest" means with respect to a Subject Well for which a working interest is stated, the share of the cost of operations conducted thereon of which Grantor is obligated to bear by virtue of its ownership of the Subject Interest on which such Subject Well is located. "APO" means the period of time after the occurrence of a particular event, such as payout of certain costs with respect to a Subject Well, as described in one or more of the agreements to which the affected well is subject, or as described in certain assignments or other instruments in the chain of title to the affected well.

Revenue Interest APO: Grantor's "Net Revenue Interest" means with respect to a Subject Well for which a net revenue interest is stated, that interest in the oil or gas production produced, saved and sold from the Subject Well which is afforded to Grantor by virtue of its ownership of the Subject Interest on which such Subject Well is located. "APO" means the period of time after the occurrence of a particular event, such as payout of certain costs with respect to a Subject Well, as described in one or more of the agreements to which the affected well is subject, or as described in certain assignments or other instruments in the chain of title to the affected well.

6. Part IV. Part IV is a description of certain of the Delivery Points. Part IV includes the following:

Heading: Delivery Points.

Meter #: The Delivery Point of the Hydrocarbons for the Subject Well identified.

Well Name: The name of the Subject Well in which Grantor owns an interest.

7. Description.

In the case of Parts I and III,

(a) A land description, if included, is intended to describe the land covered by the specific instrument or the location of the specific Subject Well. Such descriptions may not be complete, accurate or correct but are intended to reflect which lands are subject to or constitute the Subject Interests or Grantor's interest therein, or both, as reflected by Grantor's records and are included for informational, administrative or recording purposes only.

(b) Certain land descriptions are in an abbreviated form as to sections, townships and ranges. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter	--	NW;
Southwest Quarter	--	SW;
Southeast Quarter	--	SE;

Northeast Quarter	--	NE;
North Half	--	N2;
South Half	--	S2;
East Half	--	E2;
West Half	--	W2;

and, by way of illustration, the above descriptions may be combined and abbreviated as follows:

West Half of the Northeast Quarter	--	W2NE;
Southeast Quarter of the Northeast Quarter	--	SENE.

(c) In Part I, the applicable township, range and section immediately precedes the abbreviated land description, and Part III, the applicable section, township and range immediately precedes the abbreviated land description. In Part I, the applicable township, range and section are identified by the abbreviations T, R and Sec., with the numerals beside T being the township number, the numerals beside R being the range number, and the numerals beside Sec. being the section number. In Part III, the first numeral is the section number, with the numeral following section number being the township number, and the numeral following the township number being the range number. In both Parts I and III, the township and range numbers may be followed by N, S, E, or W to indicate whether the township or range is north, south, east or west, respectively.

In Part II, the description of the location of the Subject Well may contain the abbreviations "FWL," meaning from the west line, "FEL," meaning from the east line, "FSL," meaning from the south line, and "FNL," meaning from the north line, of the specific land described.

PART I

[redacted] [redacted] [redacted]

LEASE EXHIBIT

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50001-00	ENGER K CHRISMAN, ET AL T029N R113W SEC-0010	04/28/1950 E2SE4	BK	2	PG 623	WY	SUBLETTE
	T029N R113W SEC-0011	W/2SW					
50003-00	ENGER K CHRISMAN, ET AL T029N R112W SEC-0018	07/01/1954 LOTS 1, 2, E2NW	BK	10	PG 398	WY	SUBLETTE
	T029N R113W SEC-0011	E2SW, SE					
	T029N R113W SEC-0012	S2SE, NWSW, S2SW					
	T029N R113W SEC-0013	SESW, SENE, SE, NWNW, NWNE, NENE, NENW					
	T029N R113W SEC-0014	N2NE, NENW					
	T029N R113W SEC-0024	N2NE					
50005-01	CHAS. P BUDD	11/24/1942	BK	1	PG 371	WY	SUBLETTE
	T029N R113W SEC-0010	N2NE, SWNE					
50005-02	THE FRANCES MARGARET GUIO JUNE 16, 1982 FAMILY TRUST T029N R113W SEC-0010	12/15/1987 N2N2, SENW, SWNE, AS TO ALL DEPTHS BELOW 2,500 FT.	BK	81	PG 327	WY	SUBLETTE
50008-01	PATRICK J QUEALY, ADMIN. T027N R113W SEC-0028	08/15/1957 SWNE, S2NW	BK	18	PG 136	WY	SUBLETTE
50008-02	JOSEPH A MINTON ET UX T027N R113W SEC-0028	08/15/1957 SWNE, S2NW	BK	18	PG 140	WY	SUBLETTE
50011-00	USA EV 021983 T029N R113W SEC-0014	08/01/1944 NWNW	BK	31	PG 200	WY	SUBLETTE
50013-01	SELMER G LARSON T027N R113W SEC-0028	06/11/1957 NWSE, N2SW, SWSW	BK	17	PG 2	WY	SUBLETTE
50013-02	JOSEPH A MINTON ET UX T027N R113W SEC-0028	08/15/1957 NWSE, N2SW, SWSW	BK	18	PG 144	WY	SUBLETTE
50018-00	WILLIAM J. MCGINNIS, ET UX T028N R113W SEC-0023	10/05/1946 N2SE (PART OF TR 45)	BK	2	PG 109	WY	SUBLETTE
	T028N R113W SEC-0024	N2/SW (PART OF TR 45), S2NE, S2NW (AKA TR 47)					
50019-00	USA EV-021741	09/01/1946	BK	88	PG 783	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T026N R113W SEC-0004	LOTS 1(39.30), 2(38.74), 3(38.18), 4(37.62), 5(40), 6(40), 7(40), 8(40), 9(40), 10(40), 11(40), 12(40), SE, NWSW					
	T027N R113W SEC-0028	SESW, SWSE					
	T027N R113W SEC-0029	SENE					
	T027N R113W SEC-0032	W2SE, N2NE, SWNE					
	T027N R113W SEC-0033	NWNE, S2NE, SE, NW					
50020-00	USA EV-021743 T027N R113W SEC-0033	03/01/1947 N2SW	BK 86	PG 313		WY	SUBLETTE
50022-01	MATILDA BERTAGNOLLI, ET VIR T027N R114W SEC-0001	10/26/1956 LOTS 1, 2, 3, 4, S2N2	BK 16	PG 150		WY	SUBLETTE
50022-02	THOMAS S HARROWER, ET UX T027N R114W SEC-0001	09/06/1957 LOTS 1, 2, 3, 4, S2N2	BK 18	PG 2		WY	SUBLETTE
50027-00	USA W-04226 T030N R113W SEC-0028	01/01/1951 SWNW, N2SW, E2NW, S2SW	BK 89	PG 154		WY	SUBLETTE
50028-00	USA W-0136178 T030N R113W SEC-0021	05/01/1951 S2	BK 84	PG 621		WY	SUBLETTE
50047-00	USA EV-023313-A T026N R112W SEC-0012	02/01/1948 W2E2, LOTS 3, 4	BK 314	PG 227		WY	LINCOLN
	T026N R112W SEC-0013	NW, SW					
50048-00	USA EV-023313-B T026N R112W SEC-0012	02/01/1948 W2	BK 288	PG 640		WY	LINCOLN
	T026N R112W SEC-0013	LOT 3, W2NE, LOT 4, W2SE					
50049-00	ST WY 0-2265 T026N R112W SEC-0016	03/02/1944 NENE	BK 314	PG 49		WY	LINCOLN
50050-00	USA EV-025550 T027N R112W SEC-0027	01/01/1948 W2	BK 89	PG 98		WY	SUBLETTE
50051-00	USA EV-022929 T027N R112W SEC-0034	09/01/1947 NENE, NWNE, SE, S2NE, W2	BK 15	PG 206		WY	SUBLETTE
	T027N R112W SEC-0035	NE, N2NW, S2, S2NW					

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50052-00	USA EV-026056				
	T026N R112W SEC-0011	12/01/1949	BK 9 PG 128	WY	LINCOLN
		NE, NENW, N2SW, SE, SESW, SWSW, S2NW			
	T026N R112W SEC-0014	E2, E2NW, SW, W2NW			
50053-00	USA EV-022930-A				
	T026N R112W SEC-0010	09/01/1947	BK 8 PG 484	WY	LINCOLN
		SENE, SENW, SWNE, N2NE, N2NW, SWNW, SW4, N2SE, S2SE			
	T026N R112W SEC-0015	NWNW, NENW, SENW, SWNW, SW, N2NE, S2NE, SE			
50054-00	USA EV-022932				
	T026N R112W SEC-0002	09/01/1947	BK 9 PG 66	WY	SUBLETTE
		NESE, NWSE, SENE, SW, SWNE, S2NW, S2SE, Lots 1, 2, 3, 4			
	T026N R112W SEC-0003	S2, S2N2, Lots 1, 2, 3, 4			
	T026N R112W SEC-0004	SE			
	T026N R112W SEC-0009	N2, N2SE, SESE, SW, SWSE			
	T026N R112W SEC-0011	NWNW			
50088-00	USA W-92217				
	T028N R112W SEC-0017	12/01/1948	BK 85 PG 599	WY	SUBLETTE
		N2NW, SESW			
	T028N R112W SEC-0018	NE, LOTS 1, 2, 3, E2NW, NESW			
	T028N R112W SEC-0019	SWNE, E2SW, W2SE, E2NE, E2SE			
	T028N R112W SEC-0020	W2SW, NW, E2SW			
50094-00	USA EV-022261				
	T028N R113W SEC-0019	09/01/1946	BK 90 PG 107	WY	SUBLETTE
		SE, SWNE, SENE, LOT 5, NWNE			
	T028N R113W SEC-0031	E2NE			
	T028N R113W SEC-0032	LOT 1, N2NW, SWNW			
50101-00	USA EV-025991				
	T029N R113W SEC-0034	04/01/1952	BK 89 PG 82	WY	SUBLETTE
		ALL			
50113-00	MYRON EDGAR MILLS, ET UX				
	T028N R113W SEC-0022	05/20/1953	BK 5 PG 107	WY	SUBLETTE
		SESE			
	T028N R113W SEC-0023	E/2SW, SWSW, SAID LANDS BEING NOW RESURVEYED INTO AND AS TRACT 44			
50131-00	USA W-48904				
	T027N R113W SEC-0005	01/01/1940	BK 89 PG 76	WY	SUBLETTE
		LOT 1 (NENE - 39.78 AC), SENE			
	T028N R113W SEC-0032	W2NE			

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T028N R113W SEC-0032	LOT 6 (SESE - 47.69 AC), E2NE, NESE					
	T028N R113W SEC-0033	SWNW					
50133-00	USA EV-010270-B T027N R113W SEC-0021	10/16/1939 N2N2	BK 89	PG 112		WY	SUBLETTE
50134-00	USA W-0256493 T028N R113W SEC-0033	06/01/1947 LOTS 3, 4, NE, N2SE	BK 88	PG 789		WY	SUBLETTE
	T028N R113W SEC-0034	LOT 1, W2NW, NWSW					
50135-00	USA W-0256494 T027N R113W SEC-0009	03/01/1950 W2NE	BK 89	PG 132		WY	SUBLETTE
50136-00	USA EV-026191 T027N R113W SEC-0004	03/01/1950 SESW, SWSE	BK 89	PG 132		WY	SUBLETTE
50137-00	USA W-048780 T027N R113W SEC-0004	07/01/1947 LOTS 2, 3, SWNE	BK 89	PG 89		WY	SUBLETTE
50138-00	USA EV-022209 T028N R113W SEC-0033	06/01/1947 LOTS 1, 2, N2SW	BK 88	PG 789		WY	SUBLETTE
50139-00	USA W-9653 T027N R113W SEC-0004	03/01/1950 LOT 4, S2NW, N2SW, NWSE	BK 89	PG 132		WY	SUBLETTE
50140-00	ST WY 0-847 T027N R113W SEC-0016	06/13/1936 ALL	BK	PG		WY	SUBLETTE
50141-00	USA EV-09561-A T027N R113W SEC-0017	06/20/1932 NE, E2NW, SE, NESW	BK 89	PG 65		WY	SUBLETTE
	T027N R113W SEC-0020	NENE, NWNE, S2NE					
50142-00	USA EV-021978 T027N R113W SEC-0004	01/01/1940 SWSW	BK 2	PG 173		WY	SUBLETTE
	T027N R113W SEC-0009	NW, E2SW, W2SE					
50143-00	USA EV-07555 T027N R113W SEC-0009	01/01/1940 W2SW	BK 89	PG 70		WY	SUBLETTE
50144-00	USA EV-07671-A T027N R113W SEC-0008	12/29/1939 SE	BK 89	PG 125		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50145-00	USA EV-07671-B T027N R113W SEC-0008	12/29/1939 BK 89 PG 125 N2, N2SW, S2SW		WY	SUBLETTE
50147-00	USA W-48907 T027N R113W SEC-0005 T028N R113W SEC-0033	01/01/1940 BK 89 PG 76 N2SE, SWNE, LOTS 2, 3, 4, S2NW, N2SW, S2S2 SENW		WY	SUBLETTE
50149-00	USA W-0125385 T028N R112W SEC-0019	12/01/1948 BK 85 PG 599 LOTS 3, 4		WY	SUBLETTE
50150-00	USA W-0125387 T028N R112W SEC-0030	01/01/1950 BK 85 PG 605 LOT 1		WY	SUBLETTE
50151-00	USA W-0125388 T028N R113W SEC-0023 T028N R113W SEC-0024	06/01/1948 BK 85 PG 621 NENW, NWNE, LOTS 1, 2, 3, NENE LOT 3 (48 AC), LOT 4 (48.77 AC)		WY	SUBLETTE
50152-00	USA EV-022756 T028N R113W SEC-0014	09/01/1946 BK 89 PG 17 S2NW, S'N, N2NW		WY	SUBLETTE
50153-00	USA EV-023554 T028N R113W SEC-0026	01/01/1948 BK 89 PG 19 SESW, S2SE, LOT 1, SENW, NESW, N2SE, NE		WY	SUBLETTE
50154-00	USA EV-024756 T028N R113W SEC-0023 T028N R113W SEC-0024 T028N R113W SEC-0025	06/01/1948 BK 67 PG 70 LOTS 5, 6, 7 LOTS 5, 6, 7, 8, TRACT 46 A&B LOTS 1, 2, 3, 4, W2E2, E2W2, SWSW, W2NW, NWSW		WY	SUBLETTE
50155-00	USA EV-024792 T028N R113W SEC-0034	07/01/1948 BK 85 PG 614 LOT 2		WY	SUBLETTE
50156-00	USA W-02985 T028N R113W SEC-0035	06/01/1948 BK 89 PG 3 LTS 1, 2, 3, 4, 5, 6, 7, W2NE, N2NW, SWNW, N2SW, NWSE		WY	SUBLETTE
50157-00	USA W-02985-A T028N R113W SEC-0035	06/01/1948 BK 89 PG 3 SENW		WY	SUBLETTE
50158-00	USA W-046892 T028N R113W SEC-0034	02/01/1957 BK 85 PG 582 E2NE, SWNE, N2SE, LOTS 3 & 4		WY	SUBLETTE
50159-00	USA W-05283 T028N R113W SEC-0004	02/01/1951 BK 31 PG 229 LOTS 5, 6, S2NE, N2SE, SESE, SWSE		WY	SUBLETTE

DEN-EXB

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50160-00	USA W-08056 T028N R113W SEC-0034	09/01/1951 E2NW, NESW, NWNE	BK 32	PG 63		WY	SUBLETTE
50161-00	USA W-10675 T029N R113W SEC-0035	09/01/1950 W2SW, SESW, NESW	BK 31	PG 274		WY	SUBLETTE
50162-00	USA W-10677 T029N R113W SEC-0026	05/01/1950 SW, SWNW	BK 31	PG 266		WY	SUBLETTE
	T029N R113W SEC-0027	NESE, SENW, SESE, S2NE					
50163-00	USA W-10679 T028N R113W SEC-0003	08/01/1951 S2/SW	BK 69	PG 587		WY	SUBLETTE
50164-00	STATE OF WYOMING 0-11142 T028N R113W SEC-0036	05/16/1951 E2SW, SE, N2 (PART OF RESURVEY TRACT 54)	BK 19	PG 243		WY	SUBLETTE
50165-00	ST WY 0-20810 T028N R113W SEC-0036	06/16/1956 W2SW	BK 85	PG 669		WY	SUBLETTE
50166-00	USA W 06861 T028N R113W SEC-0015	07/01/1951 SENE, N2NE	BK 89	PG 40		WY	SUBLETTE
50167-00	USA W-014074 T029N R113W SEC-0035	06/01/1952 N2NW, SENW, SWNW	BK 89	PG 96		WY	SUBLETTE
50169-00	USA W-0125384 T028N R113W SEC-0011	05/01/1948 E2	BK 31	PG 242		WY	SUBLETTE
	T028N R113W SEC-0013	SW					
	T028N R113W SEC-0014	SWNE, W2SE, N2NE, SENE, E2SE					
50170-00	USA W-10681 T029N R113W SEC-0022	02/01/1950 E2NE, NESE, NWSE, S2SE, W2NE	BK 31	PG 206		WY	SUBLETTE
	T029N R113W SEC-0026	NWNW					
	T029N R113W SEC-0027	N2NE					
50171-00	USA W-10682 T029N R113W SEC-0022	02/01/1950 NW, N2SW, S2SW	BK 31	PG 206		WY	SUBLETTE
	T029N R113W SEC-0024	E2SE, NENW, NWNW, NWSE, SENW, SW, SWNW, SWSE, S2NE					
	T029N R113W SEC-0025	NENW					
	T029N R113W SEC-0027	NENW					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50172-00	CHARLES P NOBLE ET UX T029N R113W SEC-0011	02/03/1954 E2NW, NE	BK	7	PG 360	WY	SUBLETTE
	T029N R113W SEC-0012	W2NW					
50173-00	USA EV-024549-A T026N R112W SEC-0005	07/01/1951 THAT PORTION OF THE GREEN RIVER RIPARIAN TO LOTS 4, 5, 6, 7, 10, 11 AND 13	BK	22	PG 137	WY	LINCOLN
	T026N R112W SEC-0008	THAT PORTION OF THE GREEN RIVER RIPARIAN TO LOTS 1, 2, 4, 5, 6, 7 AND 11					
50174-00	USA W-20951 T026N R112W SEC-0004	09/01/1947 LOTS 1, 2, 3, 4, S2N2, SW4	BK	9 PR	PG 66	WY	LINCOLN
50175-00	USA EV-022929-A T027N R112W SEC-0033	09/01/1952 NW4	BK	15	PG 206	WY	SUBLETTE
50176-00	USA EV-022931 T026N R112W SEC-0005	11/01/1947 LOTS 4 (17.01), 7 (7.50), 10 (25.29), 11 (42.73), 13 (23.59) AND SWSE	BK	24PR	PG 253	WY	LINCOLN
	T026N R112W SEC-0008	LOT 1 (12.18), 2 (19.72), 4 (32.67), 5 (20.41), 6 (18.10), AND W2NE LOT 7 (43.63), 11 (30.54)					
	T027N R112W SEC-0029	LOTS 2 (35.76), 3 (16.18), 4 (45.23), 5 (6.90), 8 (6.23) 9 (37.63), 10 (1.67), 11 (22.05), 12 (23.76)	BK	15	PG 193	WY	SUBLETTE
50177-00	USA EV-022931-A T026N R112W SEC-0005	11/01/1947 LOT 1 (36.87), SENE, E2SE	BK	24PR	PG 253	WY	LINCOLN
	T026N R112W SEC-0008	E2NE, E2SE					
	T027N R112W SEC-0028	ALL	BK	15	PG 193	WY	SUBLETTE
	T027N R112W SEC-0029	E2SE					
	T027N R112W SEC-0032	SENE, E2SE, NENE					
50178-00	USA EV-022935 T026N R112W SEC-0005	10/01/1947 LOTS 5 AND 6	BK	43	PG 242	WY	LINCOLN
50179-00	USA EV-023229 T027N R112W SEC-0021	07/01/1947 SE4SW4	BK	89	PG 52	WY	SUBLETTE
50180-00	USA EV-023229-A T027N R112W SEC-0021	07/01/1947 LOTS 9, 10, 11, SWSW	BK	89	PG 52	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50181-00	USA W-20950 T027N R112W SEC-0033	09/01/1947 S2, NE4	BK 15	PG 206		WY	SUBLETTE
50182-00	USA W-039163 T027N R112W SEC-0029	03/01/1956 THAT PORTION OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 2, 3, 4, 5, 8, 9, 10, 11, 12	BK 18	PG 217		WY	SUBLETTE
50183-01	KENNETH BARTLETT, GUARDIAN T027N R112W SEC-0029	10/29/1958 S2NE, LOT 1 & LOT 6	BK 22	PG 349		WY	SUBLETTE
50183-02	ATHOL L STOTTS, ET UX T027N R112W SEC-0029	01/23/1956 S2NE, LOT 1 & LOT 6	BK 15	PG 79		WY	SUBLETTE
50183-03	MARY MAXINE DELANEY, ET AL T027N R112W SEC-0029	01/23/1956 S2NE, LOT 1 & LOT 6	BK 15	PG 231		WY	SUBLETTE
50183-04	FLORENCE VICKREY, ET AL T027N R112W SEC-0029	01/23/1956 S2NE, LOT 1 & LOT 6	BK 15	PG 295		WY	SUBLETTE
50184-01	SELMER G LARSON, RECEIVER T026N R112W SEC-0008	06/21/1956 LOTS 8(18.07), 9(28.05), 10(41.40), SWSW	BK 18	PG 216		WY	LINCOLN
50184-02	WILLIAM J MCGINNIS T026N R112W SEC-0008	06/21/1956 LOTS 8, 9, 10, SW4SW4, BED OF GREEN RIVER RIPARIAN TO LOTS 8, 9, & 10	BK 18	PG 214		WY	LINCOLN
50185-00	BENEFICIAL OIL CO. T027N R112W SEC-0017 T027N R112W SEC-0020 T027N R112W SEC-0021	09/16/1959 N2NE, SENE, NENW LOTS 1, 2 & 5, NENE, NWSE LOTS 2 (16.93), 3 (39.25), 4 (11.04), 5 (15.73), 6 (20.24), NWNW	BK 24	PG 537		WY	SUBLETTE
50186-00	M F WHELAN LIVESTOCK COMPANY T027N R112W SEC-0029 T027N R112W SEC-0032	01/25/1954 INSOFAR AS LSE COVERS: LOT 7(NW/4SE/4) INSOFAR AS LSE COVERS: NWNE, INCLUDING RIPARIAN RIGHTS IN THE GREEN RIVER	BK 9	PG 63		WY	SUBLETTE
50187-00	USA W-06206 T030N R113W SEC-0009 T030N R113W SEC-0015	05/01/1931 E2 N2NW, NWNE, S2N2, NENE, N2S2, SESW, S2SE	BK 84	PG 621		WY	SUBLETTE
50198-00	USA WY-10678	10/01/1950	BK 31	PG 213		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T029N R113W SEC-0025	S/2NE, N/2SE, SESE			
50213-00	USA W-23002 T030N R113W SEC-0008	03/01/1970 BK 58 SESW, NESW, SWSW	PG 661	WY	SUBLETTE
	T030N R113W SEC-0017	NW, SW			
50269-00	USA W-0322521 T026N R113W SEC-0009	03/01/1966 BK 294 SESW	PG 638	WY	LINCOLN
50270-00	ST WY 63-11625 T026N R113W SEC-0016	08/02/1963 BK 204 ALL	PG 257	WY	LINCOLN
50272-00	USA W-09156B T026N R113W SEC-0005	06/01/1948 BK 17 E2SE4	PG 283	WY	LINCOLN
	T026N R113W SEC-0008	NE, N2SE, SESE, E2NW			
	T026N R113W SEC-0009	W2W2, E2NW, NESW			
50274-00	USA W-020123-A T027N R112W SEC-0004	04/01/1953 BK 21 SWSW	PG 509	WY	SUBLETTE
	T027N R112W SEC-0005	SESE, LOT 4, S2NW, SW, N2SE, W2SE			
	T027N R112W SEC-0008	E2SE, W2NE, W2SE			
	T027N R112W SEC-0009	SWSW			
	T027N R112W SEC-0017	SE, SWNE			
	T027N R112W SEC-0020	W2NE			
50275-00	USA W-025407-A T027N R112W SEC-0031	05/01/1954 BK 34 LOTS 1, 2, 5, 6, 7, 8, 11, 12, E2NWNE, W2NWNE	PG 635	WY	SUBLETTE
50276-00	USA W-020123 T027N R112W SEC-0006	04/01/1953 BK 21 ALL	PG 509	WY	SUBLETTE
	T027N R112W SEC-0008	W2			
	T027N R112W SEC-0017	W2NW, SENW, SW			
	T027N R112W SEC-0020	LOT 6, NW, N2SW, SWSW			
50277-00	USA EV-023313 T026N R112W SEC-0006	02/01/1948 BK 286 SWNE	PG 640	WY	LINCOLN
50278-00	USA EV-023313-C T026N R112W SEC-0006	02/01/1948 BK 286 SENW	PG 640	WY	LINCOLN

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LEASE NUMBER	LESSCR	LEASE DATE	RECORDING			ST	COUNTY
50279-00	USA W-024793 T026N R113W SEC-0014	02/01/1954 SENW, SW	BK 30	PG 138		WY	LINCOLN
	T026N R113W SEC-0022	NENE, SENE, SENW, SWNE					
	T026N R113W SEC-0023	N2NW, LOTS 1, 2, 3, 4					
	T026N R113W SEC-0026	LOTS 1, 2, 3, 4					
50280-00	USA W 025407 T027N R112W SEC-0030	05/01/1954 LOTS 3, 4, 7, 8, NENE, W2NE, NWSE, N2SWSE, SESWSE, SWSWSE	BK 150	PG 334		WY	SUBLETTE
50281-00	USA W-025410 T027N R112W SEC-0030	05/01/1954 LOTS 1,2,5,6, E2W2	BK 22	PG 22		WY	SUBLETTE
	T027N R112W SEC-0002	LOT 1	BK 30	PG 490		WY	LINCOLN
50282-00	USA W-025410-A T027N R112W SEC-0031	05/01/1954 LOTS 3, 4, 9, NWNENW, W2SE, S2SWNE, NESWNE LOT 10, E2NENW, SWNENW, SENW, NWSWNE, E2SW	BK 22	PG 22		WY	SUBLETTE
50283-00	USA EV-025440 T027N R112W SEC-0007	03/01/1950 NE, W2SE, E2SE,	BK 22	PG 32		WY	SUBLETTE
	T027N R112W SEC-0018	S2NE, SE, N2NE					
50284-00	USA EV-025440-A T027N R112W SEC-0019	03/01/1955 E2	BK 22	PG 32		WY	SUBLETTE
50285-00	USA W-033951 T026N R113W SEC-0010	07/01/1955 S2NE	BK 296	PG 257		WY	SUBLETTE
	T026N R113W SEC-0015	S2N2					
50286-00	USA W-036054 T027N R113W SEC-0027	04/01/1956 NWNE	BK 21	PG 292		WY	SUBLETTE
50287-00	USA W-038682 T026N R113W SEC-0002	09/01/1956 LOTS 2, 3, 5, 6, 12	BK 288	PG 52		WY	LINCOLN
	T027N R113W SEC-0035	W/2	BK 70	PG 151		WY	SUBLETTE
50288-00	USA W-038682-A T026N R113W SEC-0014	09/01/1956 LOTS 3, 4	BK 88	PG 52		WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50290-00	USA W-047412 T027N R112W SEC-0009	09/01/1958 LOT 1	BK 88	PG 123		WY	SUBLETTE
50291-00	USA W-049959 T026N R112W SEC-0006	06/01/1957 THAT PORTION OF THE BED OF GREEN RIVER RIPARIAN TO LOT 7	BK 23	PG 512		WY	LINCOLN
50292-00	USA W-050961 T026N R112W SEC-0006	09/01/1957 LANDS COVERING ALL OF THE BED OF THE GREEN RIVER LYING IN LOT 6 BETWEEN THE MEAN HIGH WATER MARKS THEREOF, EXCEPTING THAT PORTION OF THE SAID RIVER BED WHICH LIES RIPARIAN TO LOT 7 OF SEC 6. SAID LANDS BEING ONLY THAT PORTION OF THE BED OF THE GREEN RIVER APPURTENANT TO LOT 6	BK 24	PG 335		WY	LINCOLN
50293-00	USA W-052064 T026N R112W SEC-0007 T026N R112W SEC-0018	02/01/1948 LOT 5 LOT 1, 2, 3	BK 249	PG 232		WY	LINCOLN
50294-00	USA W-052065 T026N R112W SEC-0006	02/01/1948 LOTS 1, 2, 3, 4, 5, 6, 7, 9	BK 249	PG 232		WY	LINCOLN
50295-00	USA W-05751 T027N R112W SEC-0007 T027N R112W SEC-0018	06/01/1951 LOTS 1,2,3,4, E2W2 LOTS 1,2, E2NW, LOTS 3,4, E2SW	BK 22	PG 39		WY	SUBLETTE
50296-00	USA W-05751-A T027N R112W SEC-0019	06/01/1951 LOTS 1,2,3,4, E2W2	BK 22	PG 39		WY	SUBLETTE
50297-00	USA W-059584 T027N R112W SEC-0030	03/01/1956 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 3,4, 7,8.	BK 18	PG 217		WY	SUBLETTE
50298-00	USA W-059584-A T027N R112W SEC-0031	03/01/1956 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 1, 2, 5, 6, 7, 8, 11, 12	BK 18	PG 217		WY	SUBLETTE
50299-00	USA W-059585 T027N R112W SEC-0009 T027N R112W SEC-0020	07/01/1947 LOTS 2 (6.59), 3 (10.11) LOTS 3 (4.94), 4 (20.40)	BK 85	PG 49		WY	SUBLETTE
50300-00	USA W-066369 T026N R113W SEC-0015	07/01/1958 S/2	BK 305	PG 26		WY	LINCOLN
50301-00	USA W-066370	10/01/1958	BK 305	PG 30		WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T026N R113W SEC-0022	N2NW, NWNE, SWNW, NWSW					
50302-00	USA EV-07798-E T026N R113W SEC-0002	09/01/1954 LOT 4 (41.5)	BK 30	PG 22		WY	LINCOLN
	T026N R113W SEC-0010	SE					
	T026N R113W SEC-0011	N2NW, SENW, SW, W2NE, W2SE, LOTS 1, 2, 3, 4					
	T026N R113W SEC-0014	N2NW, SWNW, W2NE, W2SE, LOTS 1, 2					
	T026N R113W SEC-0015	N2N2					
50303-00	USA EV-08051-B T027N R113W SEC-0027	04/01/1958 E2NE, E2SWNE	BK 86	PG 278		WY	SUBLETTE
50304-00	ST WY 0-11135 T026N R113W SEC-0013	05/16/1951 ALL (RES PT LOT 37)	BK 22	PG 430		WY	LINCOLN
50305-00	ST WY 0-11137 T026N R113W SEC-0024	05/16/1951 S2N2 (RES LOT 39)	BK 22	PG 433		WY	LINCOLN
50306-00	ST WY 0-11141 T027N R113W SEC-0036	05/16/1951 ALL	BK 21	PG 272		WY	SUBLETTE
50307-00	ANDERSON L MCGINNIS, ET UX T027N R112W SEC-0003	12/26/1956 PARTS OF LOTS 3 & 4 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 3, 325' SOUTH OF THE NE CORNER OF SAID LOT 3 UNDER WHAT IS KNOWN AS THE OLD PARTITION FENCE, THENCE ALONG SAID FENCE 89 DEGREES WEST TO THE WEST BOUNDARY OF SAID LOT 4, THENCE SOUTH TO THE SW CORNER OF SAID LOT 4, THENCE EAST TO THE SE CORNER OF SAID LOT 3, THENCE NORTH TO THE PLACE OF BEGINNING. THAT PART OF LOT 5 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1635' SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH LINE OF SAID SECTION AND RUNNING THENCE EAST ALONG THE MCGINNIS MICKELSON PARTITION FENCE TO THE GREEN RIVER, THENCE IN A SOUTHEASTERNLY DIRECTION ALONG GREEN RIVER TO THE EAST AND WEST QUARTER SECTION LINE IN SAID SECTION 3, THENCE WESTERLY ALONG SAID EAST AND WEST QUARTER SECTION LINE TO THE CENTER OF SAID SECTION 3, THENCE NORTH TO THE PLACE OF BEGINNING.	BK 16	PG 336		WY	SUBLETTE
		E2SW, NWSW, SWSW, S2NW, LOTS 8, 9					
	T027N R112W SEC-0004	SE, SESW, S2NE, LOT 1					
	T027N R112W SEC-0008	E2NE					
	T027N R112W SEC-0009	NW, N2NE, N2SW, SESW, SWNE, W2SE, LOTS 1, 4, 5					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T027N R112W SEC-0010	LOTS 2, 3, 7					
50308-00	ST WY 0-11134 T026N R113W SEC-0012	05/16/1951 ALL	BK	22	PG 439	WY	LINCOLN
50309-01	SELMER G LARSON T026N R112W SEC-0007	01/08/1957 SWSE, SESW, E2SE4	BK	20	PG 434	WY	LINCOLN
	T026N R112W SEC-0017	LOTS 2, 3, 4, W2, SE					
	T026N R112W SEC-0018	LOT 4, E2W2, E2					
	T026N R112W SEC-0019	LOTS 1, 2, 3, E2NW, NESW, NE4, N2SE4					
	T026N R112W SEC-0020	N2, N2S2					
	T026N R112W SEC-0021	W2NW, NWSW,					
50309-02	NEWT SIMS T026N R112W SEC-0017	12/15/1956 S2S2	BK	20	PG 234	WY	LINCOLN
	T026N R112W SEC-0018	PART SESE E OF HWY 189					
	T026N R112W SEC-0019	PART E2NE, NESE E HWY 189					
	T026N R112W SEC-0020	N2, N2S2					
	T026N R112W SEC-0021	W2NW, NWSW, LOTS 2, 3, 6					
50309-03	WILLIAM J MCGINNIS ET UX T026N R112W SEC-0007	11/13/1956 SWSE, SESW, E2SE4	BK	19	PG 394	WY	LINCOLN
	T026N R112W SEC-0017	LOTS 2, 3, 4, N2SE, NW, N2SW					
	T026N R112W SEC-0018	W2NE, E2NW, NESW, SESW, LOT 4, SWSE, NE4, N2SE					
	T026N R112W SEC-0019	LOTS 1, 2, 3, E2NW, W2NE, NESW, NWSE, ALSO, ALL THAT PART OF THE SE4SE4 SEC. 18; E2NE4, NE4SE4, SEC. 19 LYING WEST OF STATE HWY 287, CENTER LOCATION OF SAID HWY BEING LOCATED IN SAID SE4SE4, SECTION 18 AND E2NE4, NE4SE4, SEC. 19 AS FOLLOWS: 958 FEET WEST OF NE CORNER OF SE4SE4, SEC. 18; 701 FEET WEST OF NE CORNER, SEC. 19; 554 FEET WEST OF EAST SECTION LINE ALONG THE HALF SECTION LINE OF SEC. 19; AND 177 FEET WEST OF SE CORNER OF SEC. 19, CONTAINING 1,375.10 ACRES, MORE OR LESS					
50310-00	ST WY 0-11216B T027N R112W SEC-0016	05/16/1951 W2	BK	3	PG 468	WY	SUBLETTE
50311-00	USA W-048781 T027N R113W SEC-0035	06/01/1956 E/2	BK	24	PG 399	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50312-00	ST WY 0-11136 T026N R113W SEC-0024	05/16/1951 BK 22 N2N2 (RES LOT 38) NWSW (RES LOT 40)	PG 436		WY	LINCOLN
50318-00	GEORGE E YEAMAN ET UX T026N R112W SEC-0007 T026N R112W SEC-0008	11/29/1956 BK 20 W2NE, NENE, LOT 3 LOT 3, EXCEPT HWY TRACT	PG 248		WY	LINCOLN
50319-00	WINSTON H ALLEMAN ET UX T026N R112W SEC-0005 T026N R112W SEC-0006	02/26/1959 BK 32 LOT 12 THE FOLLOWING PARCELS SHOWN AND DESCRIBED ON LINCOLN COUNTY METES AND BOUNDS PLAT NO. 1 FOR SW4SE4 AND NW4SE4 SECTION 6-26-112 LINCOLN COUNTY LOT 2: ALL LINCOLN COUNTY LOT 3: ALL LINCOLN COUNTY LOT 8: ALL, EXCEPT FOR THE FOLLOWING DESCRIBED PARCELS: BEGINNING AT THE SOUTH WEST CORNER OF THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER (SW4SE4) OF SECTION SIX THENCE EAST ON THE SECTION LINE BETWEEN SAID SECTIONS SIX (6) AND SEVEN (7), TOWNSHIP TWENTY-SIX NORTH, RANGE ONE HUNDRED TWELVE WEST OF THE 6TH P.M. IN WYOMING, A DISTANCE OF 1043.35 FEET; THENCE NORTH A DISTANCE OF 835 FEET; THENCE WEST A DISTANCE OF 1043.35 FEET; THENCE SOUTH ON THE MID-SECTION LINE OF SAID SECTION SIX A DISTANCE OF 835 FEET TO THE POINT OF BEGINNING. TWO AND NINETY SEVEN HUNDREDTHS ACRES MORE OR LESS, STARTING FROM A POINT 1043.35 FEET EAST AND 835 FEET NORTH OF THE SOUTH WEST CORNER OF LINCOLN COUNTY, LOT NUMBER 8 AS SHOWN UPON LINCOLN COUNTY METES AND BOUNDS MAP NUMBER ONE, SECTION 6 TOWNSHIP 26 NORTH, RANGE 112 WEST; THENCE IN A NORTHERLY DIRECTION PARALLEL TO THE WEST BOUNDARY OF LINCOLN COUNTY LOT NUMBER 8 TO THE NORTH BOUNDARY OF SAID LOT 8; THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID LOT NUMBER 8 TO THE CORNER THAT IS 566.31 FEET FROM ITS WESTERN BOUNDARY, THENCE IN A SOUTHERLY DIRECTION PARALLEL TO THE WESTERN BOUNDARY OF LINCOLN COUNTY LOT NUMBER 8 FOR A DISTANCE OF 271.35 FEET; THENCE IN AN EASTERLY DIRECTION TO THE POINT OF BEGINNING. LINCOLN COUNTY LOT 21: ALL LA BARGE TOWN LOTS 5-12, INCLUSIVE IN BLOCK 1 51% OF LOTS 1 & 2, AND ALL OF LOTS 5-20, INCLUSIVE IN BLOCKS 3 OF THE SECOND ADDITION AND LOT 23, BLOCK 1 OF THE ORIGINAL TOWNSITE.	PG 445		WY	LINCOLN
50320-01	CYRIL HOUSLEY ET UX T026N R112W SEC-0007	THE FOLLOWING PARCELS SHOWN AND DESCRIBED ON LINCOLN COUNTY METES AND BOUNDS PLAT NO. 2, FOR LOTS 8 & 11, SECTION 6-26-112 LINCOLN COUNTY LOT 19: ALL LINCOLN COUNTY LOT 20: ALL 11/14/1956 BK 19 LOT 2, 4, NWSE, SENW, NESW	PG 398		WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50320-02	AUGUSTA B MARX T026N R112W SEC-0007	11/19/1956 BK 19 PG 475 LOTS 2, 4, SENW, NWSE, NESW		WY	LINCOLN
50322-00	ST WY 0-22646 T026N R113W SEC-0001	01/16/1958 BK 35 PG 543 ALL OF ORIGINAL SECTION 1		WY	LINCOLN
50324-00	JOHN E MARX ET UX T026N R112W SEC-0006	11/01/1956 BK 19 PG 353 E2SW, LOT 10		WY	LINCOLN
	T026N R112W SEC-0007	LOT 1, NENW			
50325-00	USA W-039913 T028N R112W SEC-0033	11/01/1956 BK 22 PG 419 W2NW, NWSE, NENE, S2NE, E2NW, NWNE, SWSE, E2SE		WY	SUBLETTE
50329-00	WY STATE HWY COMMISSION T026N R112W SEC-0006	08/22/1958 BK 32 PG 379 STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 1: E2SE PARCEL 2: LOT 11, SWSE		WY	LINCOLN
	T026N R112W SEC-0007	STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 3: E2NE PARCEL 4: E2SE PARCEL 5: E2SE, SWSE PARCEL 6: NWSE PARCEL 7: LOT 3, NENE, W2NE PARCEL 8: W2NE PARCEL 9: NENW, LOT 1 PARCEL 10: PARCEL OF LAND INCLUDED WITHIN THE RIGHT OF WAY OF THE STATE HIGHWAY PROJECT L. N. -10 & F. A. PROJECT 158A, KNOWN AS THE KEMMERER-MARBLETON ROAD, SAID RIGHT-OF-WAY BEING 80' WIDE AND LYING 40' ON EITHER SIDE AND BEING EQUIDISTANT FROM A CERTAIN CENTER LINE DESCRIBED BY COURSES AND DISTANCES AS FOLLOWS: BEGINNING AT A POINT DESIGNATED IN THE FIELD NOTES OF THE SURVEY OF THE ABOVE MENTIONED HIGHWAY AS STATION 1276 40.0, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF NESE OF SECTION 19-26N-112W, 6TH P.M., AND N 17 DEGREE 11' W A DISTANCE OF 1129.9' FROM POINT WHICH IS N 31 DEGREE 48' W A DISTANCE OF 337.3' FROM A POINT WHICH IS EAST A DISTANCE OF 250' FROM THE SE CORNER OF SECTION 19, AFORESAID; THENCE N 17 DEGREE 11' W A DISTANCE OF 1076.2' TO A POINT OF AN 8 DEGREE 00' CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 716.2'; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 16 DEGREE 00', A DISTANCE OF 200'; THENCE N 1 DEGREE 11' W A DISTANCE OF 2142.3'; THENCE N 1 DEGREE 21' E 145.2' TO POINT OF A 10 DEGREE 00' CURVE TO THE LEFT, THE RADIUS OF WHICH IS 573'; ALONG SAID CURVE THROUGH AN ANGLE OF 21 DEGREE 40' A DISTANCE OF 216.7'; THENCE N 20 DEGREE			

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			19' W A DISTANCE OF 484.3' TO A POINT OF A 6 DEGREE 00' CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 954.9'; THENCE ALONG SAID CURVE THROUGH AN ANGLE OF 11 DEGREE 23' A DISTANCE OF 189.7'; THENCE N 8 DEGREE 56' W A DISTANCE OF 2582.7' TO THE POINT OF A 5 DEGREE 00' CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 1145.9'; THENCE ALONG SAID CURVE, THROUGH AN ANGLE OF 9 DEGREE 11' A DISTANCE OF 183.7'; THENCE N 0 DEGREE 15' E A DISTANCE OF 4889.2', THE END, WHICH IS STATION 1397 50 OF SAID SURVEY, WHICH POINT IS ON THE E & W CENTER LINE OF SECTION 7, 26N-112W OF THE 6TH P.M.			
	T026N R112W SEC-0018	STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 4: E2SE, E2NE PARCEL 5: NE				
	T026N R112W SEC-0019	STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 4: NESE, E2NE PARCEL 5: NENE PARCEL 10: SEE METES AND BOUNDS DESCRIBED IN SECTION 7				
	T026N R112W SEC-0020	STATE HIGHWAYS CROSSING FOLLOWING LANDS: PARCEL 4: NWSW				
50343-00	USA W 05749 T027N R112W SEC-0010	05/01/1951 BK 46 PG 707 LOT 1, NENE, S2NE			WY	SUBLETTE
	T027N R112W SEC-0011	N2				
	T027N R112W SEC-0012	S2N2, SE				
	T027N R112W SEC-0013	E2				
50344-00	USA W-066702 T027N R112W SEC-0010	07/01/1947 BK 89 PG 139 LOTS 4 AND 5			WY	SUBLETTE
50346-00	USA W-27878 T027N R112W SEC-0001	04/01/1971 BK 46 PG 707 SE			WY	SUBLETTE
	T027N R112W SEC-0012	N2NE				
50347-00	USA EV-023053 T027N R112W SEC-0015	01/01/1948 BK 84 PG 704 E2NE			WY	SUBLETTE
50348-00	USA EV-023053-A T027N R112W SEC-0015	01/01/1948 BK 84 PG 704 E2SE			WY	SUBLETTE
50349-00	USA EV-023057 T027N R112W SEC-0010	01/01/1948 BK 89 PG 145 SE			WY	SUBLETTE
	T027N R112W SEC-0015	W2NE				

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50350-00	USA EV-023057-A T027N R112W SEC-0015	01/01/1948 W2SE	BK 89	PG 145		WY	SUBLETTE
50351-00	USA EV-023066 T027N R112W SEC-0010 T027N R112W SEC-0015	01/01/1948 E2SW, LOTS 6, 8 E2NW, SWNW, LOT 1	BK 89	PG 105		WY	SUBLETTE
50352-00	USA EV-023066-A T027N R112W SEC-0015	01/01/1948 SW	BK 89	PG 105		WY	SUBLETTE
50353-00	USA W-053031 T027N R112W SEC-0015	09/01/1957 PORTION OF BED OF GREEN RIVER RIPARIAN TO LOT 2 MORE FULLY DESC. BY METES & BOUNDS IN LSE.	BK 87	PG 702		WY	SUBLETTE
50354-00	USA W-066701 T027N R112W SEC-0010 T027N R112W SEC-0015	08/01/1949 PORTION OF BED OF GREEN RIVER THAT IS RIPARIAN TO LOTS 1,4,5,6,8 PORTION OF BED OF GREEN RIVER THAT IS RIPARIAN TO LOT 1 ALL ACRES SHOWN IN SEC 10	BK 89	PG 139		WY	SUBLETTE
50355-00	USA W-07828 T028N R113W SEC-0003	08/01/1951 LOTS 7 (NENW), 8 (NWNW), S2NW, N2SW	BK 69	PG 587		WY	SUBLETTE
50362-00	USA W 01332 T029N R113W SEC-0026	05/01/1950 SESE, SWSE, N2SE, S2NE, SENW	BK 31	PG 266		WY	SUBLETTE
50365-00	USA EV-013494 T029N R113W SEC-0014 T029N R113W SEC-0023	12/31/1938 SW, W2SE, S2NW, SWNE E2	BK 31	PG 333		WY	SUBLETTE
50380-00	USA W-60577 T028N R111W SEC-0029 T028N R111W SEC-0030 T028N R111W SEC-0031 T028N R111W SEC-0032	11/01/1977 W2 LOTS 1, 2, 3, 4, E2, E2W2 NE, E2SE W2	BK 73	PG 208		WY	SUBLETTE
50384-00	USA W-62791	05/01/1978	BK 65	PG 556		WY	SUBLETTE

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	T028N R111W SEC-0025	E2 LOT 1 (20.64 AC) LOT 3 (41.1 AC) LOT 4 (40.82 AC) LOT 6 (30.22 AC) LOT 7 (40.54 AC), SESWNE, SENESW, SESW, W2SE			
	T028N R111W SEC-0031	LOTS 1 (NWNW), 2 (SWNW), E2NW, W/2SE LOTS 3 (NWSW), 4 (SWSW), E2SW			
50431-00	USA EV-022769-A T029N R113W SEC-0001	12/31/1938	BK 88 PG 767	WY	SUBLETTE
		LOTS 3, 4, S2NW, SW			
	T029N R113W SEC-0002	LOTS 1, 2, 3, 4, S2NE, SENW, S2			
50432-00	USA EV-017710-B T030N R113W SEC-0028	12/31/1938	BK 54 PG 228	WY	SUBLETTE
		E2			
	T030N R113W SEC-0034	N2SW, SE, SESW			
50434-00	USA EV-017710-A T030N R113W SEC-0034	12/31/1938	BK 54 PG 228	WY	SUBLETTE
		SWSW			
50435-00	USA EV-22769 T029N R113W SEC-0003	12/31/1938	BK 88 PG 767	WY	SUBLETTE
		LOTS 1(32.83), 2(32.18), 3(31.53), 4(30.88), S/2N/2, SW, S/2SE, NWSE			
	T029N R113W SEC-0004	LOTS 1(31.11), 2(32.20), 3(33.30),S/2NE, SENW, NESW, N/2SE			
	T030N R113W SEC-0033	E/2, E/2W/2			
55787-01	KATHLEEN ANNE MILLER T029N R113W SEC-0011	08/13/1986	BK 77 PG 548	WY	SUBLETTE
		W2NW			
55787-02	ROBERT M MILLER JR ET UX T029N R113W SEC-0011	08/13/1986	BK 77 PG 554	WY	SUBLETTE
		W2NW			
55787-03	MATTHEW DANIEL MILLER T029N R113W SEC-0011	08/13/1986	BK 77 PG 550	WY	SUBLETTE
		W2NW			
55787-04	PATRICIA M ROBERTS ET VIR T029N R113W SEC-0011	08/13/1986	BK 77 PG 552	WY	SUBLETTE
		W2NW			
55787-05	PRISCILLA KYSAR ET VIR T029N R113W SEC-0011	08/13/1986	BK 77 PG 546	WY	SUBLETTE
		W2NW			
55787-06	ALBERT E SCHWABACHER ET AL T029N R113W SEC-0011	04/13/1988	BK 81 PG 655	WY	SUBLETTE
		W2NW			

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57047-00	USA W-01763 T029N R113W SEC-0002 T029N R113W SEC-0003	09/01/1950 SWNW NESE	BK		PG	WY	SUBLETTE
57790-00	USA WYW-98797 T026N R112W SEC-0013	03/01/1986 LOTS 1 & 2	BK	274	PG 531	WY	LINCOLN
57808-00	USA EV-026240 T026N R113W SEC-0023	11/01/1950 NWNE	BK	305	PG 95	WY	LINCOLN
57809-00	USA W-059091 T027N R112W SEC-0009	08/01/1949 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 1, 2, & 3	BK	89	PG 139	WY	SUBLETTE
	T027N R112W SEC-0020	THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 3 & 4					
57810-00	USA W-025765 T026N R113W SEC-0002	06/01/1954 LOTS 7, 8, 9, 10, & 11	BK	305	PG 89	WY	LINCOLN
57821-01	JOSEPH W KRALL T027N R113W SEC-0032	03/23/1989 SESE	BK	82	PG 551	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-02	SUSAN K DONALDSON, ET VIR T027N R113W SEC-0032	03/23/1989 SESE	BK	82	PG 643	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-03	SALLY ORR, ET VIR T027N R113W SEC-0032	03/23/1989 SESE	BK	82	PG 641	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-04	JUDY BETKA, ET VIR T027N R113W SEC-0032	03/23/1989 SESE	BK	82	PG 645	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-05	NANCY JO T KNADLER, ET VIR T027N R113W SEC-0032	03/22/1989 SESE	BK	82	PG 549	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-06	TED E MILLER T027N R113W SEC-0032	03/29/1989 SESE	BK	82	PG 635	WY	SUBLETTE

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	T027N R113W SEC-0033	S/2SW					
57821-07	FRANK T MILLER T027N R113W SEC-0032	03/29/1989 SESE	BK 82		PG 637	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-08	MARILYN JAMES, ET VIR T027N R113W SEC-0032	03/31/1989 SESE	BK 82		PG 639	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
58964-00	USA WYW-034923 T026N R113W SEC-0008	10/01/1950 SWSE	BK 314		PG 254	WY	LINCOLN
75007-00	USA WY-088276 T026N R113W SEC-0011	07/01/1961 SWNW	BK 50		PG 61	WY	LINCOLN
75012-00	USA EV-021976 T026N R113W SEC-0005	04/01/1949 LOT 3, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRAT EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-51X-5 WELL, LOCATED IN LOT 2 OF SEC 5 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' AND THE FAULT, @ 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST. LOT 6, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRAT EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-51X-5 WELL, LOCATED IN LOT 2 OF SEC 5 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' AND THE FAULT, @ 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST.	BK 18		PG 130	WY	LINCOLN
75013-00	USA EV-025792 T026N R113W SEC-0005	09/01/1946 LOT 1, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-51X-5 WELL, LOCATED IN LOT 2 OF SEC 5 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' & THE FAULT, AT 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST LOT 2, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE	BK 314		PG 218	WY	LINCOLN

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			SFC TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-51X-5 WELL, LOCATED IN LOT 2 OF SEC 5 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' & THE FAULT, AT 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST LOT 7, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-51X-5 WELL, LOCATED IN LOT 2 OF SEC 5 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' & THE FAULT, AT 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST LOT 8, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE SFC TO THE STRAT EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-51X-5 WELL, LOCATED IN LOT 2 OF SEC 5 TOWNSHIP 26 NORTH, RANGE 113 WEST, "EXCEPTING AND RESERVING UNTO MOBIL" THE STRAT EQUIVALENT OF INTERVAL BETWEEN 4758' & THE FAULT, AT 5425' LOCATED IN THE MOBIL T84-6-G WELL, LOCATED IN LOT 10 OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 113 WEST			
75021-00	USA W-104985 T026N R111N SEC-0008	08/01/1987 BK 263 N2NW, SENW	PG 159	WY	LINCOLN
75022-00	USA WYW-102101 T026N R111N SEC-0008 T026N R111N SEC-0022 T026N R111N SEC-0028	11/01/1986 BK 263 N2SW, SWNW, SWSW SWNW, S2 NENE	PG163	WY	LINCOLN
75047-00	USA WYW-113667 T025N R114W SEC-0011 T025N R114W SEC-0012 T025N R114W SEC-0013	12/01/1988 BK 314 NE, S2 LOTS 1-12, W/2 LOTS 1-12, W/2	PG 241	WY	LINCOLN
75052-00	CARL TAYLOR, ET UX T026N R112W SEC-0006	04/22/1959 BK 34 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS: BLOCK 1: LOTS 3 & 19 = .13774 AC BLOCK 3: LOTS 1,2,3,4,8,9,10,11, AND 12 = .61983 AC	PG 187	WY	LINCOLN
75053-00	W E HEATHMAN, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS	PG 185	WY	LINCOLN

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		BLOCK 12: LOTS 1,2,3,4,5,6,7 AND 8 - .55096 ACRES			
75054-00	C J PAYNE, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 183 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 27,28,29 BLOCK 5: LOTS 15,16 BLOCK 7: LOT 15 CONTAINING .41322 ACRES		WY	LINCOLN
75055-00	JAMES A DEGRAW, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 181 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 7: LOTS 6,7,8,9,10 BLOCK 11: LOT 1 CONTAINING .41322 ACRES		WY	LINCOLN
75056-00	CECIL J STUDT, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 179 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK A: RIVER VIEW ADDITION LOT 3 BLOCK C: RIVER VIEW ADDITION LOTS 1,2,3,4,5,6,7,8 BLOCK 5: LOTS 1,2,3,4,5,6,7,8,17,18,19,20,21,22,23 CONTAINING 1.65309 ACRES		WY	LINCOLN
75057-00	CYRIL HOUSLEY, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 177 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS SECOND ADDITION, BLOCK 1: LOTS 3 AND 4 CONTAINING .289254 ACRES		WY	LINCOLN
75058-01	THERESA R DECKER T026N R112W SEC-0006	03/07/1959 BK 34 PG 175 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 3 & 4 BLOCK 6: SOUTHERLY 8 FEET OF LOT 2		WY	LINCOLN
75059-00	WM R DEGRAW, ET UX T026N R112W SEC-0006	03/12/1959 BK 34 PG 173 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 7: LOT 13 AND 14 CONTAINING .13774 ACRES		WY	LINCOLN
75060-00	ROBERT A DEGRAW, ET UX T026N R112W SEC-0006	03/12/1959 BK 34 PG 171 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 10: LOTS 1,2,3 CONTAINING .20661 ACRES		WY	LINCOLN
75061-00	MARIE F IVERSON T026N R112W SEC-0006	03/12/1959 BK 34 PG 169 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 23,24,25, AND 26 CONTAINING .27548 ACRES		WY	LINCOLN
75062-00	NEIL HACKLIN, ET UX	03/18/1959 BK 34 PG 167		WY	LINCOLN

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	T026N R112W SEC-0006	TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK B: LOTS 13,14,15, AND 16 = .27598 AC			
75063-01	ELLIS E ALEXANDER, ET UX T026N R112W SEC-0006	03/18/1959	BK 34 PG 165 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 1,2,3,4,5,6, AND 7 CONTAINING .48209 ACRES	WY	LINCOLN
75063-02	FRANK ZAGAR, ET UX T026N R112W SEC-0006	07/15/1959	BK 41 PG 104 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 3,4,5,6, AND 7	WY	LINCOLN
75064-00	GERALD C HALE, ET UX T026N R112W SEC-0006	03/18/1959	BK 34 PG 163 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 27,28,29,30,31, AND 32 CONTAINING .41322 ACRES	WY	LINCOLN
75065-00	JOHN E GAULT, ET UX T026N R112W SEC-0006	03/20/1959	BK 34 PG 161 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 8: LOTS 8,9, AND 10 CONTAINING .20661 ACRES	WY	LINCOLN
75066-00	JOHN EDLUND, ET UX T026N R112W SEC-0006	03/20/1959	BK 34 PG 159 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 8-10 .20661 ACS. BLOCK 10: LOTS 11-14 AND 16 .34435 ACS.	WY	LINCOLN
75067-00	WALTER J CRANOR, ET UX T026N R112W SEC-0006	03/20/1959	BK 34 PG 157 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 5: LOTS 9-11 .20661 ACS. BLOCK 8: LOTS 11-15 .34435 ACS.	WY	LINCOLN
75068-00	HOLGER JOHNSON, ET UX T026N R112W SEC-0006	03/20/1959	BK 34 PG 155 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 13-16 .27548 ACRES	WY	LINCOLN
75069-00	JESSE R GAULT, ET UX T026N R112W SEC-0006	03/21/1959	BK 34 PG 153 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 11: LOTS 5,6,7, AND 8 CONTAINING .27548 ACRES	WY	LINCOLN
75070-00	PETE SUNDGREN, ET UX T026N R112W SEC-0006	03/23/1959	BK 34 PG 151 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 6,7 & 8; .20661 AC.	WY	LINCOLN
75071-00	NORMAN KIEFFER, ET UX T026N R112W SEC-0006	03/23/1959	BK 34 PG 149 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS	WY	LINCOLN

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		BLOCK 7: LOT 4 & 5; .13774 AC.			
75072-00	ARVEL A DAVID, ET UX T026N R112W SEC-0006	03/23/1959	BK 34 PG 147 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 6: LOTS 20-22 .20661 ACRES	WY	LINCOLN
75073-00	ERIC WALLIN T026N R112W SEC-0006	03/23/1959	BK 34 PG 145 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 12-13 .13774 ACS.	WY	LINCOLN
75074-00	JOHN PEARSON T026N R112W SEC-0006	03/23/1959	BK 34 PG 143 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK A LOT 6 .06887 ACS.	WY	LINCOLN
75075-00	DONALD L STUDT, ET UX T026N R112W SEC-0006	03/23/1959	BK 34 PG 141 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK A LOTS 7-11 .34435 ACS.	WY	LINCOLN
75076-00	GEORGE VICKREY, ETUX T026N R112W SEC-0006	03/25/1959	BK 34 PG 139 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 22-26 .34435 ACRES BLOCK 6: LOTS 18-19 .13774 ACRES BLOCK 7: LOTS 1-2 .13774 ACRES	WY	LINCOLN
75077-00	NELS OSTROM T026N R112W SEC-0006	03/26/1959	BK 34 PG 137 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOT 10 .06887 ACRES	WY	LINCOLN
75078-00	JOHN WESTERLUND T026N R112W SEC-0006	03/26/1959	BK 34 PG 135 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2, LOT 9 .06887 ACS.	WY	LINCOLN
75079-00	SAM OHME T026N R112W SEC-0006	03/26/1959	BK 34 PG 133 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOT 14; .06887 AC.	WY	LINCOLN
75080-00	RALPH V WHITE, ET UX T026N R112W SEC-0006	03/26/1959	BK 34 PG 131 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK E: LOTS 9,10,,12,13; .309915 AC.	WY	LINCOLN
75081-00	CARL KULINSKY, ET UX T026N R112W SEC-0006	03/26/1959	BK 34 PG 127 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK A: LOTS 1 & 2; .13774 AC.	WY	LINCOLN
75082-00	C E TALCOTT, JR, ET UX T026N R112W SEC-0006	03/26/1959	BK 34 PG 129 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS	WY	LINCOLN

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		BLOCK 5: LOT 26; .06887 AC.			
75083-00	OLIVER E GREGORY, ET UX T026N R112W SEC-0006	03/30/1959 BK 34 PG 125 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 1: LOTS 8, 9, 10, 24, 25; .34435 AC.		WY	LINCOLN
75084-00	J. THOMAS HALL, ET UX T026N R112W SEC-0006	03/30/1959 BK 34 PG 123 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 5: LOTS 27, 28 & 29; .20661 AC.		WY	LINCOLN
75085-00	PETE M GOLICH, ET UX T026N R112W SEC-0006	03/30/1959 BK 34 PG 121 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 1, LOTS 1 AND 2 .13774 ACS.		WY	LINCOLN
75086-00	VINCENT A GUYETTE T026N R112W SEC-0006	03/30/1959 BK 34 PG 105 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK B LOTS 11 & 12 .13774 ACS.		WY	LINCOLN
75087-00	AARON NEALE JONES, ET UX T026N R112W SEC-0006	03/26/1959 BK 34 PG 119 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK D LOTS 1,2,3,4 .27548 ACS.		WY	LINCOLN
75088-00	ALVIN VALLETT, ET UX T026N R112W SEC-0006	04/02/1959 BK 34 PG 117 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 11: LOTS 2, 3, 4; .20661 AC.		WY	LINCOLN
75089-01	LESLIE C VASEY, ET UX T026N R112W SEC-0006	04/06/1959 BK 34 PG 115 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 7: LOT 3; .06887AC SECOND ADDITION, BLOCK 3: LOTS 1 & 2; 1.61 AC.		WY	LINCOLN
75090-00	SCHOOL DISTRICT NO. 1 T026N R112W SEC-0006	04/13/1959 BK 34 PG113 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 8: LOTS 1, 2, 3, 4, 5, 6, 7; .48209 AC.		WY	LINCOLN
75091-00	VIRGIL V BAILEY, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 97 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 5: LOT 14; .06887 AC. BLOCK 6: LOTS 5, 6, 7, 8, 9 AND 10; .41322 AC. BLOCK 7: LOT 16; .06887 AC.		WY	LINCOLN
75092-00	DON WAGNER, ET UX T026N R112W SEC-0006	04/20/1959 BK 34 PG 111 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 30, 31 & 32; .20661 AC.		WY	LINCOLN
75093-00	JIMMY DE GRAW, ET UX T026N R112W SEC-0006	04/06/1959 BK 33 PG 419 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS		WY	LINCOLN

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		RIVER VIEW ADDITION BLOCK D: LOTS 5 & 6; .13774 AC.			
75094-00	VELMA WILSON, ET AL T026N R112W SEC-0006	04/20/1959 BK 34 PG109 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOT 11; .06887 AC.		WY	LINCOLN
75095-00	HERMAN PIZ, ET AL T026N R112W SEC-0006	04/22/1959 BK 34 PG 107 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 3; LOTS 13 & 14; .41322 AC.		WY	LINCOLN
75096-00	GORDON GUYETTE, ET UX T026N R112W SEC-0006	06/02/1959 BK 34 PG 103 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK D: LOT 7; .06887 AC.		WY	LINCOLN
75097-00	ALEX J BERTAGNOLLI T026N R112W SEC-0006	05/09/1959 BK 34 PG 99 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 1, 2, 3, 17, 18, 19, 20 & 21; .55096 AC.		WY	LINCOLN
75098-00	PAUL I BERTAGNOLLI, ET UX T026N R112W SEC-0006	06/04/1959 BK 34 PG 101 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOT 4 & 5; .13774 AC.		WY	LINCOLN
75099-01	C.J. YATES T026N R112W SEC-0006	10/31/1959 BK 41 PG 98 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 1: LOT 26		WY	LINCOLN
75100-00	LEO MANSKE, ET UX T026N R112W SEC-0006	10/12/1959 BK 41 PG 100 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK A: LOTS 12,13,14 & 16		WY	LINCOLN
75110-00	USA WYW-124999 T025N R112W SEC-0022	10/01/1991 BK 303 PG 145 ALL		WY	LINCOLN
75148-00	USA WYW-125960 T025N R112W SEC-0024	01/01/1992 BK 314 PG 43 LOT 1		WY	LINCOLN
75158-00	USA WY-42788 T025N R112W SEC-0024	01/01/1974 BK 314 PG 223 W2NE, W2SE, LOTS 2, 3, 4		WY	LINCOLN
	T025N R112W SEC-0025	N2NW, SENW, SW, SWNW, W2NE, W2SE, LOTS 1, 2, 3, 4			
75174-00	USA EV-07675(C) T027N R113W SEC-0034	11/01/1965 BK 88 PG 535 E2E2		WY	SUBLETTE
	T026N R113W SEC-0003	LOT 1	BK 311 PG 679	WY	LINCOLN

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75175-00	USA EV-07798(C) T026N R113W SEC-0003	09/01/1964 SWSE	BK 311	PG 221		WY	LINCOLN
	T026N R113W SEC-0010	W2SW					
75176-00	USA EV-07798(D) T026N R113W SEC-0003	09/01/1964 E2SE, LOTS 8 AND 9	BK 311	PG 226		WY	LINCOLN
	T026N R113W SEC-0010	E2SW, N2NE					
75177-00	USA EV-08051(A) T027N R113W SEC-0027	02/01/1948 NENW, W2SWNE	BK 88	PG 511		WY	SUBLETTE
75178-00	USA EV-024168 T027N R113W SEC-0027	11/01/1947 NWSE	BK 36	PG 108		WY	SUBLETTE
75179-00	USA WY-040934 T027N R113W SEC-0027	06/01/1956 NESE	BK 36	PG 222		WY	SUBLETTE
75180-00	USA WY-041447 T027N R113W SEC-0027	06/01/1956 SESE	BK 36	PG 227		WY	SUBLETTE
75181-00	USA WY-088274 T026N R113W SEC-0002	07/01/1961 SW	BK 50	PG 67		WY	LINCOLN
75182-00	USA WY-088275 T026N R113W SEC-0002	07/01/1961 W2SE, LOTS 13, 14	BK 50	PG 64		WY	LINCOLN

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50002-00	ENGER K CHRISMAN T029N R113W SEC-0010	06/18/1947 SENE, NWSE	BK	5	PG	3	WY	SUBLETTE
50004-00	USA W-10676 T029N R113W SEC-0013	08/01/1949 W/2 SW/4 S/2 NW/4, SW/4 NE/4, NE/4 SW/4	BK		PG		WY	SUBLETTE
	T029N R113W SEC-0023	W/2 W/2						
50012-00	CLIFTON FEAR, ET AL T029N R113W SEC-0009	04/12/1955 E2SW, SE	BK	11	PG	449	WY	SUBLETTE
	T029N R113W SEC-0010	SWNW, SWSE, SW						
	T029N R113W SEC-0015	N2N2						
50023-00	USA W-05689 T028N R114W SEC-0033	06/01/1951 W/2SWSW, E/2SWSW, SESW	BK		PG		WY	SUBLETTE
50025-00	USA W-17208 T028N R114W SEC-0032	03/01/1969 LOTS: NE PART OF 17, 18, 19, 20 ALL LOT 17 EXCEPT NE	BK		PG		WY	SUBLETTE
50030-00	USA W-21124 T030N R113W SEC-0004	06/01/1951 LOTS 3, 4	BK	34	PG	174	WY	SUBLETTE
	T030N R113W SEC-0005	LOT 1, SENE, SW LOTS 2, 3, 4, SWNE, S2NW						
	T030N R113W SEC-0006	SENE, NESE, LOTS 1, 2, SWNE						
50032-00	USA W-02736 T031N R113W SEC-0028	12/01/1950 SWNW, NWSW	BK	33	PG	343	WY	SUBLETTE
	T031N R113W SEC-0029	N2, SE, SW						
	T031N R113W SEC-0031	E2NE, NESE LOTS 1-4, E2W2, W2NE, S2SE, NWSE						
	T031N R113W SEC-0032	W2, W2SE, E2E2, W2NE						
	T031N R113W SEC-0033	NWNW, S2NW, SW, SWNE, SE						
50034-00	USA W-05958 T025N R113W SEC-0031	07/01/1951 S2 LOT 3, LOT 4, W2 LOT 5, SWNESW N2 LOT 3, E2 LOT 5, N2NESW, SENESW	BK		PG		WY	LINCOLN
50035-00	EDGAR F HERSCHLER ET UX T024N R114W SEC-0000	09/19/1953 RESURVEY TRACT 50 BEING THE WEST 3/4 AND RESURVEY TRACT 55 BEING ALL	BK	5	PG	398	WY	LINCOLN

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		RESURVEY TRACT 49 BEING THE WEST 40 ACRES			
50036-00	ARNOLD A LARSON ET UX T024N R114W SEC-0000	09/18/1953 BK 5 PG 361 TRACT 46-B (ORIGINALLY SESW SEC. 2)		WY	LINCOLN
		TRACT 45 BEING THE CENTER 1/3 (ORIGINALLY THE NWNW SEC. 11)			
		TRACT 50 BEING THE MOST EASTERLY 1/4, ORIGINALLY SWNE SEC. 3 (42.79 AC)			
		PORTION OF TRACT 48, ORIGINALLY SENE SEC. 3 (41.83 AC)			
		TRACT 45 BEING THE MOST WESTERLY 1/3, ORIGINALLY NENE SEC. 10			
		TRACT 49 BEING THE MOST EASTERLY 80 ACRES, ORIGINALLY W2SE SEC. 3			
	T024N R114W SEC-0002	LOTS 16 (39.10), 17 (5.71), 18 (6.48)			
	T024N R114W SEC-0003	LOTS 12 (22.51), 13 (20.35) LOTS 14 (17.84), 18 (17.84)			
50037-00	ST WY 08945 T025N R114W SEC-0036	09/16/1949 BK 5 PG 382 SESE LOT 40, E2SWSE LOT 40 ALL LESS AND EXCEPT SESE LOT 40, E2SWSE LOT 40		WY	LINCOLN
50038-00	USA W-01902 T024N R114W SEC-0003	03/01/1950 BK 10 PG 134 W2 LOT 10 AND LOT 11, E2 LOT 10		WY	LINCOLN
50039-00	USA EV-024522-A T023N R112W SEC-0021	11/01/1948 BK 32 PG 228 SESE		WY	LINCOLN
50040-00	USA EV-024521-A T023N R112W SEC-0022	11/01/1948 BK PG SESE		WY	LINCOLN
50041-00	USA EV-024522 T023N R112W SEC-0015	11/01/1948 BK 32 PG 228 SENW, S2NE, SE, E2SW, N2N2, SWNW, E2SW		WY	LINCOLN
	T023N R112W SEC-0021	NE, N2SE, SWSE			
	T023N R112W SEC-0028	NE			
50042-00	USA EV-24521-B T023N R112W SEC-0022	11/01/1948 BK PG N2, N2S2, S2SW, SWSE		WY	LINCOLN
	T023N R112W SEC-0023	NWNW, NE, NENW, S2NW, S2			
	T023N R112W SEC-0027	NW, N2NE			
50059-00	CHAMPLIN PETROLEUM CO.	10/03/1973 BK 108	PG 437	WY	LINCOLN

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	T022N R112W SEC-0021	E2SW, SE, SENW, S2NE				
50065-00	USA W-0127851 T030N R113W SEC-0013	10/01/1961 BK SWNE, SE		PG	WY	SUBLETTE
50066-00	USA W-02274 T030N R113W SEC-0013	08/01/1950 BK NENW, S2NW		PG	WY	SUBLETTE
	T030N R113W SEC-0024	SE, NESW, E2NE, NWNE, E2NW				
50067-00	USA W-02274-A T030N R113W SEC-0013	08/01/1950 BK NWNW		PG	WY	SUBLETTE
50068-00	USA EV-024526-G T030N R112W SEC-0030	12/01/1948 BK NENW		PG	WY	SUBLETTE
50069-00	USA W-16769 T030N R112W SEC-0019	09/01/1949 BK LOTS 1, 2, 3, 4		PG	WY	SUBLETTE
50070-00	USA W-05504 T030N R113W SEC-0014	04/01/1951 BK E2NE, NESE		PG	WY	SUBLETTE
50071-00	USA EV-024538-A T030N R113W SEC-0013	12/01/1948 BK SW4		PG	WY	SUBLETTE
50075-00	USA EV-024354 T027N R112W SEC-0034	11/01/1948 BK ALL		PG	WY	SUBLETTE
	T029N R112W SEC-0033	E2NE, SE				
50076-00	ANDERSON L MCGINNIS T028N R112W SEC-0019	06/01/1953 BK LOT 2, SENW	86	PG 492	WY	SUBLETTE
50077-00	WILLIAM J MCGINNIS T028N R112W SEC-0017	03/12/1963 BK S2N2, N2SW, NWSE, SWSW	36	PG 119	WY	SUBLETTE
	T028N R112W SEC-0018	SE, SESW, LOT 4				
	T028N R112W SEC-0019	NWNE				
50078-00	USA EV-024355 T029N R112W SEC-0032	09/01/1949 BK E2, E2W2		PG	WY	SUBLETTE
	T029N R112W SEC-0033	W2, W2NE				
50082-00	USA EV-024470	01/01/1950 BK		PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T029N R112W SEC-0027	ALL			
	T029N R112W SEC-0028	SWSE, S2SESE, E2SESW, W2SESW, N2SESE, NW, NE, N2S2, SWSW			
	T029N R112W SEC-0029	W2SW, NE, NW, SE, E2SW			
50084-00	USA W-53496	01/01/1955	BK PG	WY	SUBLETTE
	T028N R112W SEC-0029	W2E2, SW, E2NW, SWNW, NWNW			
	T028N R112W SEC-0030	SE, LOT 2 (33.12 ACS), LOT 3 (32.59 ACS), LOT 4 (32.24 ACS), NE, E2W2			
	T028N R112W SEC-0031	NE, LOT 1 (31.93 ACS), LOT 2 (31.68 ACS), LOT 3 (31.42 ACS), SE, E2W2			
	T028N R112W SEC-0032	W2NW			
50085-00	USA W-53498	12/01/1955	BK PG	WY	SUBLETTE
	T028N R112W SEC-0032	W2NE, NWSE, E2NW, E2NESW, SWSE, S2SW, W2NESW			
50087-00	USA W 92216	07/01/1948	BK PG	WY	SUBLETTE
	T028N R112W SEC-0005	LOTS 1-12 S2			
	T028N R112W SEC-0006	LOTS 1, 3-18, E2SW, SE			
	T028N R112W SEC-0007	LOTS 1-4, E2, E2W2			
50089-00	USA W 92219	08/01/1950	BK PG	WY	SUBLETTE
	T028N R112W SEC-0004	N2NWSW, W2 LOT 4(19.19), LOT 5(40.0), LOT 12(40.0) E2 LOT 4, S2NWSW			
50093-00	USA EV-022234	10/01/1948	BK PG	WY	SUBLETTE
	T028N R113W SEC-0020	LOT 5			
	T028N R113W SEC-0029	NE/4; E/2 NW/4; NE/4 SW/4; N/2 SE/4; SE/4 SE/4			
50097-00	USA EV-023584	06/01/1948	BK PG	WY	SUBLETTE
	T028N R113W SEC-0023	LOT 4 (27.24), W2NW			
50099-00	USA EV-024353	11/01/1946	BK PG	WY	SUBLETTE
	T028N R113W SEC-0020	LOTS 6, 7, 8, E2SW, SWSE, TRACT 43-B			
50103-00	USA W-0256492	07/01/1948	BK PG	WY	SUBLETTE
	T028N R113W SEC-0021	LOT 7,TRACTS 43-A,43-C			
	T028N R113W SEC-0028	LOTS 2,3,4,9,10, TRACTS 50-B, 50-D, LOT 11			
50107-00	USA W-0637	04/01/1950	BK PG	WY	SUBLETTE
	T028N R113W SEC-0015	SE, SWNE, W2			

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50111-00	USA EV-022239 T028N R113W SEC-0008	11/01/1946 E2, E2W2	BK		PG	WY	SUBLETTE
50112-00	RUTH A CHAMBERLAIN, ET VIR T028N R113W SEC-0020	01/17/1950 E2NE	BK	2	PG 295	WY	SUBLETTE
	T028N R113W SEC-0021	W2NW					
50118-00	WILLIAM J MCGINNIS, ET AL T028N R113W SEC-0021	07/30/1947 TRACT 42	BK	2	PG 158	WY	SUBLETTE
50124-00	USA EV-022241 T028N R113W SEC-0022	08/01/1946 W2SW, SESW, N2, LOT 1, NESW, NWSE	BK		PG	WY	SUBLETTE
	T028N R113W SEC-0027	S2SW					
50125-00	MARY H MCGINNIS T028N R113W SEC-0027	07/01/1946 RESURVEY TRACT 48	BK	2	PG 101	WY	SUBLETTE
50128-00	USA W-48908 T028N R113W SEC-0017	07/01/1948 LOTS 1,3,4,5,6, SWNE, NWSE	BK		PG	WY	SUBLETTE
	T028N R113W SEC-0021	LOTS 1,2,3,4,5,6,8, S2NE, N2SE, SESE, TR 43-D					
	T028N R113W SEC-0028	LOTS 1,5,6,7,8, TRS 50-A & 50-C, S2SE					
	T028N R113W SEC-0031	LOTS 7,8					
	T028N R113W SEC-0032	TR 53					
50130-00	USA EV-07538 T028N R113W SEC-0033	01/01/1940 NWNW	BK	89	PG 76	WY	SUBLETTE
50132-00	USA W-031454 T026N R113W SEC-0009	03/01/1955 E/2	BK		PG	WY	LINCOLN
50146-00	USA W-0256491 T028N R113W SEC-0033	01/01/1940 NENW	BK		PG	WY	SUBLETTE
50191-00	USA EV-024966-A T030N R113W SEC-0023	08/01/1949 NWNW	BK		PG	WY	SUBLETTE
50196-00	USA W-0125390 T029N R112W SEC-0030	06/01/1955 LOTS 1, 2, 3, 4, E2W2, NWNE, S2NE, SE	BK		PG	WY	SUBLETTE
	T029N R112W SEC-0031	E2W2, E2, LOTS 1, 2, 3, 4					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50197-00	USA W-0125391 T028N R113W SEC-0002	06/01/1952 LOTS 5 (39.18 AC) , 6 (38.97)	BK		PG	WY	SUBLETTE
50199-00	USA W-0189 T029N R113W SEC-0025	02/01/1950 N2NE4	BK	31	PG 206	WY	SUBLETTE
50200-00	USA W-014052 T028N R113W SEC-0001	06/01/1952 LOTS 7(40.43 ACS) , 8 (39.46)	BK		PG	WY	SUBLETTE
50201-00	USA EV-026216 T029N R112W SEC-0032	06/01/1950 W2SW	BK		PG	WY	SUBLETTE
50202-00	USA W-10680 T028N R113W SEC-0002	06/01/1952 LOT 7	BK		PG	WY	SUBLETTE
50205-00	ST WY 0-10799 T029N R113W SEC-0001 T030N R113W SEC-0036	03/02/1951 NENE ALL	BK		PG	WY	SUBLETTE
50206-00	USA W 21125 T030N R113W SEC-0009 T030N R113W SEC-0015 T030N R113W SEC-0021	05/01/1951 W2 SWSW N2	BK	84	PG 621	WY	SUBLETTE
50207-00	USA W-21123 T030N R113W SEC-0022	04/01/1951 W2NW	BK		PG	WY	SUBLETTE
50208-00	USA W-04628 T030N R113W SEC-0008 T030N R113W SEC-0017	02/01/1956 E2SE, NE, NW, W2SE E2NE, NESE, S2SE, W2NE, NWSE	BK		PG	WY	SUBLETTE
50210-00	ST WY 0-13662 T030N R113W SEC-0016	04/07/1952 E2SW, SE	BK		PG	WY	SUBLETTE
50211-00	ST WY 0-11311 T030N R113W SEC-0016	07/02/1951 S2NE	BK		PG	WY	SUBLETTE
50212-00	ST WY 0-13663 T030N R113W SEC-0016	04/07/1952 NW, W2SW	BK		PG	WY	SUBLETTE
50220-00	USA W-04015-B T030N R112W SEC-0029	02/01/1951 E2NENW, W2NENW	BK		PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50223-00	USA EV-024526 T030N R112W SEC-0030	12/01/1948 NENWNE, NWNWNE, S2NWNE	BK	PG	WY	SUBLETTE
50224-00	USA EV-026171 T030N R112W SEC-0018 T030N R112W SEC-0032	08/01/1950 SESW, LOTS 1,2,3,4, NWNE, S2NE, E2NW, NESW, SE N2SW	BK	PG	WY	SUBLETTE
50226-00	USA W-04101 T030N R112W SEC-0029	03/01/1951 NESW, SESW	BK	PG	WY	SUBLETTE
50227-00	USA W-04101-B T030N R112W SEC-0029	03/01/1951 E2SENW, W2SENW	BK	PG	WY	SUBLETTE
50228-00	USA W-056555 T030N R112W SEC-0008 T030N R112W SEC-0009 T030N R112W SEC-0017 T030N R112W SEC-0020 T030N R112W SEC-0033	09/01/1949 NWNE, S2N2, LESS 6.37 AC INCL IN 67TH RESERVOIR SW, W2SE, SESE S2, S2N2 W2W2, NENW S2N2	BK	PG	WY	SUBLETTE
50229-00	USA W-27641 T030N R112W SEC-0019	09/01/1949 E2, SENW	BK	PG	WY	SUBLETTE
50230-00	USA W-055073 T030N R112W SEC-0027 T030N R112W SEC-0029 T030N R112W SEC-0032 T030N R112W SEC-0033 T030N R112W SEC-0034	12/01/1948 W2 W2W2 N2 N2N2 W2NW	BK	PG	WY	SUBLETTE
50232-00	USA W-36567 T029N R112W SEC-0017	11/01/1955 N2NE, SWNE, NWSE	BK 69	PG 1	WY	SUBLETTE
50233-00	USA W-027642 T030N R112W SEC-0030	12/01/1948 NENE, SENE	BK	PG	WY	SUBLETTE
50235-00	ST WY 0-20914 T029N R112W SEC-0016	08/16/1956 S2SW, NWSW, SWNW: LIMITED FROM SURFACE TO BASE OF MESAVERDE FORMATION (4,500'), SE, SWNE	BK 16	PG 88	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
		N2NE, SENE						
50238-00	USA EV-024445-E T030N R112W SEC-0019	09/01/1949 NE4NW4	BK		PG		WY	SUBLETTE
50239-00	USA W-036663-A T029N R112W SEC-0017	11/01/1955 SESE	BK	69	PG	1	WY	SUBLETTE
50240-00	USA EV-024445 T030N R112W SEC-0019	09/01/1949 E2SW4	BK		PG		WY	SUBLETTE
50241-00	USA W-036663 T029N R112W SEC-0017	11/01/1955 SENE, NESE	BK	69	PG	1	WY	SUBLETTE
50250-00	USA W-43911 T029N R112W SEC-0013	08/01/1956 SE, S2SW	BK		PG		WY	SUBLETTE
	T029N R112W SEC-0024	W2NW, SW						
	T029N R112W SEC-0025	N2NW						
50253-00	USA W-53499 T029N R112W SEC-0022	02/01/1950 SWNW, S2, S2NE	BK		PG		WY	SUBLETTE
	T029N R112W SEC-0023	NE, NWSE, E2SE, NW, N2SW						
	T029N R112W SEC-0026	NENE						
50261-01	FIRST NAT'L BNK OF KEMMERER T028N R112W SEC-0024	12/29/72 SESW, LOTS 9, 11	BK	48	PG	628	WY	SUBLETTE
	T028N R112W SEC-0025	SENW, N2NW, LOTS 2, 5						
	T028N R112W SEC-0026	LOTS 1, 7, AND ALL THAT PART OF THE GREEN RIVER RIPARIAN THERETO						
50261-02	DANIEL E CHAPEL T028N R112W SEC-0024	03/07/1981 SESW, LOTS 9, 11	BK	61	PG	461	WY	SUBLETTE
	T028N R112W SEC-0025	SENW, N2NW, LOTS 2, 5						
	T028N R112W SEC-0026	LOTS 1, 7, AND ALL THAT PART OF THE GREEN RIVER RIPARIAN THERETO						
50265-00	USA W-48517 T029N R112W SEC-0017	01/01/1975 SENW, E2SW, SWSE	BK	68	PG	367	WY	SUBLETTE
50330-00	ST WY #67-4099 T027N R112W SEC-0016	04/02/1967 E2 BEING W2NE, SESE, LOTS 1-5, 7, PORTION LOT 6 IN SWSE (5.31AC)-PORTION IN CONFINES GREEN RIVER BED	BK	42	PG	205	WY	SUBLETTE

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50332-00	USA W-05690 T027N R114W SEC-0015	07/01/1951 SWNW	BK		PG	WY	SUBLETTE
50333-00	USA W-020778 T028N R114W SEC-0035	06/01/1953 E2, NW4	BK		PG	WY	SUBLETTE
50335-00	USA W-05691 T027N R114W SEC-0005	06/01/1951 LOTS 5, 6	BK		PG	WY	SUBLETTE
50336-00	USA EV-021954 T027N R114W SEC-0022	10/01/1947 NWNE	BK		PG	WY	SUBLETTE
50337-00	USA W-51101 T027N R114W SEC-0003	06/01/1951 S2S2	BK		PG	WY	SUBLETTE
	T027N R114W SEC-0004	S2					
	T027N R114W SEC-0005	LOTS 13,14,15,16, E2 LOT 23, 24, W2 LOT 23					
	T027N R114W SEC-0009	NE, E2NW, N2SE, SESE					
	T027N R114W SEC-0010	SWSW					
50345-00	USA W-64986 T027N R112W SEC-0011	09/13/1978 S2	BK	74	PG 522	WY	SUBLETTE
	T027N R112W SEC-0014	N/2					
50356-00	USA W-0231770 T029N R113W SEC-0025	02/01/1950 NW4NW4	BK	31	PG 206	WY	SUBLETTE
50357-00	USA W-0231771 T029N R113W SEC-0025	10/01/1950 W2SW4	BK	31	PG 213	WY	SUBLETTE
50358-00	USA W-0231772 T028N R113W SEC-0002	06/01/1952 SWNW, NWSW	BK	69	PG 549	WY	SUBLETTE
	T028N R113W SEC-0003	NWSE, S2NE, NESE, LOTS 5 & 3					
50359-00	USA W-024931-A T029N R113W SEC-0025	10/01/1948 SENW, SWNW	BK		PG	WY	SUBLETTE
50360-00	USA EV-025930 T029N R113W SEC-0023	08/01/1949 E2W2	BK		PG	WY	SUBLETTE
50361-00	USA W-031992	02/01/1950	BK	31	PG 206	WY	SUBLETTE

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	T029N R113W SEC-0026	N2NE4, NE4NW4					
50363-00	USA W-014051 T028N R113W SEC-0002	06/01/1952 LOT 8	BK		PG	WY	SUBLETTE
50364-00	USA W-02683 T029N R113W SEC-0025	10/01/1950 E2SW, SWSE	BK	31	PG 213	WY	SUBLETTE
50366-00	USA EV-021767 T029N R113W SEC-0035	09/01/1950 SE4	BK	89	PG 10	WY	SUBLETTE
50374-00	USA W-628[illegible] T031N R113W SEC-0007	07/01/1978 LOTS 1 THRU 4, E2, E2W2	BK		PG	WY	SUBLETTE
	T031N R113W SEC-0018	LOTS 1 THRU 4, E2, E2W2					
50380-00	USA W-60577 T028N R111W SEC-0029	11/01/1977 W2	BK	88	PG 764	WY	SUBLETTE
	T028N R111W SEC-0030	LOTS 1, 2, 3, 4, E2, E2W2					
	T028N R111W SEC-0031	NE, E2SE					
	T028N R111W SEC-0032	W2					
50422-00	USA W-11603 T028N R114W SEC-0021	04/01/1968 NE, SE	BK		PG	WY	SUBLETTE
50424-00	ST WY 66-5165 T028N R114W SEC-0016	03/02/1966 NENE, NW, N2SW, SE, SENE, S2SW, W2NE	BK		PG	WY	SUBLETTE
50425-00	USA W-2120 T028N R114W SEC-0015	11/01/1966 NW, SW	BK		PG	WY	SUBLETTE
	T028N R114W SEC-0022	SW					
50427-00	USA W-055275 T026N R112W SEC-0022	02/01/1959 NENE, NW, N2SW, S2SW, SE, S2NE	BK		PG	WY	SUBLETTE
	T026N R112W SEC-0023	NWNW, SWNW, E2NW, SW					
50428-00	BETTE M THOMPSON T029N R113W SEC-0004	07/06/1976 W2SW, SESW	BK	53	PG 154	WY	SUBLETTE
	T029N R113W SEC-0005	E2SE					
	T029N R113W SEC-0007	NESE, E2NE					

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T029N R113W SEC-0008	N2NE, W2NW, NWSW, NESW, SE SENE, SENW, S2SW					
	T029N R113W SEC-0009	N2NW, S2NW, W2SW					
	T029N R113W SEC-0017	E2NW, NWNE					
50439-00	USA W-73977						
	T032N R114W SEC-0017	06/01/1951	BK	2	PG 506	WY	SUBLETTE
	T032N R114W SEC-0020	NWNW, E2, E2NW, NESW					
		NE, N2SE					
50507-00	USA W-67176						
	T026N R111W SEC-0006	08/01/1979	BK	223	PG 400	WY	LINCOLN
	T026N R111W SEC-0007	SENW, SWNE, W2SE, LOTS 3, 4, 5, 6, 7					
		W2E2					
57047-00	USA W-01763						
	T029N R113W SEC-0002	09/01/1950	BK		PG	WY	SUBLETTE
	T029N R113W SEC-0003	SWNW					
		NESE					
57132-00	MONTE NORRIS						
	T031N R113W SEC-0019	03/12/1985	BK	74	PG 285	WY	SUBLETTE
	T031N R113W SEC-0030	E2SW, S2SE, LOTS 2, 4,					
	T031N R114W SEC-0023	NENW, N2NE					
	T031N R114W SEC-0024	SENE					
		NW, N2SE, SESE, S2NE					
58005-00	USA WYW-116385						
	T031N R113W SEC-0019	07/01/1978	BK		PG	WY	SUBLETTE
	T031N R113W SEC-0030	LOTS 1,3, N/2NE, E/2NW					
		LOTS 1, 2, 3, 4, E/2SW					
58343-00	USA W-34033						
	T027N R111W SEC-0029	05/01/1972	BK	57	PG 280	WY	SUBLETTE
		NENE					
58344-00	USA W-35398						
	T027N R111W SEC-0008	07/01/1972	BK	63	PG 605	WY	SUBLETTE
	T027N R111W SEC-0017	SWSE					
		NE					
58345-00	USA W-35399						
	T027N R111W SEC-0015	07/01/1972	BK	64	PG 633	WY	SUBLETTE
		N2					
58346-00	USA W-36422						
	T027N R111W SEC-0022	10/01/1972	BK	57	PG 359	WY	SUBLETTE
		N2					

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	T027N R111W SEC-0023	ALL					
	T027N R111W SEC-0025	SE, W2					
	T027N R111W SEC-0026	ALL					
58347-00	USA W-51347	08/01/1975	BK	61	PG 447	WY	SUBLETTE
	T027N R111W SEC-0005	NW, SW					
	T027N R111W SEC-0006	SE, S2NE					
	T027N R111W SEC-0007	NE					
	T027N R111W SEC-0008	NW, N2SW					
58348-00	USA W-54136	04/01/1976	BK	64	PG 638	WY	SUBLETTE
	T027N R111W SEC-0014	ALL					
	T027N R111W SEC-0015	S2					
58349-00	USA W-54137	04/01/1976	BK	64	PG 155	WY	SUBLETTE
	T027N R111W SEC-0017	SE					
	T027N R111W SEC-0020	NE					
58350-00	USA W-58724	05/01/1977	BK	54	PG 470	WY	SUBLETTE
	T027N R111W SEC-0019	LOTS 1-4, E2W2, W2SE, SWNE					
	T027N R111W SEC-0030	LOTS 1-3, E2W2, E2					
58351-00	USA W-59776	09/01/1977	BK	64	PG 278	WY	SUBLETTE
	T027N R111W SEC-0020	NESW					
58352-00	USA W-62117	02/01/1978	BK	60	PG 198	WY	SUBLETTE
	T027N R111W SEC-0028	NW, N2SW, SESW					
58353-00	USA W-62508	11/01/1978	BK	57	PG 187	WY	SUBLETTE
	T027N R111W SEC-0029	SE, SENE, W2, W2NE					
58354-00	USA W-62875	04/01/1978	BK	68	PG 533	WY	SUBLETTE
	T027N R111W SEC-0030	LOT 4					
58355-00	USA W-63490	06/01/1978	BK	66	PG 168	WY	SUBLETTE
	T027N R111W SEC-0032	NW, N2SW, LOT 2					
58356-00	USA W-63821	07/01/1978	BK	57	PG 195	WY	SUBLETTE
	T027N R111W SEC-0032	LOTS 3 AND 4, N2SE, NE					

LEASE NUMBER	LESSOR	LEASE DATE		RECORDING		ST	COUNTY
58357-00	USA W-67808 T027N R111W SEC-0006	06/01/1979 N2NE	BK		PG	WY	SUBLETTE
	T027N R111W SEC-0007	SE					
	T027N R111W SEC-0018	E2NE, E2SE					
	T027N R111W SEC-0019	E2NE, E2SE					
58358-00	USA W-68116 T026N R111W SEC-0004	07/01/1979 SW, LOTS 1-4, S2N2, SE	BK 706		PG1493	WY	SWEETWATER
	T026N R111W SEC-0010	S2N2					
58359-00	USA W-68117 T027N R111W SEC-0008	07/01/1979 S2SW	BK 59		PG 7	WY	SUBLETTE
	T027N R111W SEC-0017	W2					
	T027N R111W SEC-0020	NW, NWSW, SE, S2SW					
58360-00	USA W-68454 T027N R111W SEC-0028	09/01/1979 SWSW	BK 71		PG 306	WY	SUBLETTE
58960-00	USA WYW-034924 T027N R114W SEC-0023	04/01/1951 SWNE	BK		PG	WY	SUBLETTE
58961-00	USA WYW-034927 T027N R114W SEC-0001	05/01/1948 W2SW	BK		PG	WY	SUBLETTE
58962-00	USA WYW-034930 T027N R114W SEC-0022	10/01/1950 NENE	BK 86		PG 232	WY	SUBLETTE
	T027N R114W SEC-0023	NW, NWNE					
58963-00	STATE OF WYOMING #0-20476 T028N R114W SEC-0036	01/16/1956 N2, N2S2, S2SW	BK 150		PG 285	WY	SUBLETTE
59023-00	USA EV-026053 T029N R113W SEC-0035	10/01/1949 NE	BK 86		PG 283	WY	SUBLETTE
59041-00	STATE OF WYOMING #0-11193 T029N R113W SEC-0036	05/16/1951 ALL	BK 3		PG 350	WY	SUBLETTE
75114-00	USA WY-0311662 T028N R114W SEC-0005	10/01/1964 LOTS 9, 10, 14, 15, 16, 17, 18, 19	BK 38		PG 373	WY	SUBLETTE
	T028N R114W SEC-0008	LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10,					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
		11, 12, 13, 14, 15, 16, 17, 18, 19, 20				
	T028N R114W SEC-0021	SESW, W2SW				
75116-00	USA WY-51104 T028N R114W SEC-0017	04/01/1966 LOT 4	BK	PG	WY	SUBLETTE
	T028N R115W SEC-0012	NW				
75117-00	USA WY-42791 T028N R114W SEC-0005	01/01/1974 LOTS, 7, 8, 12	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0021	NESW, N2NW, SENW				
75118-00	USA WY-51103 T028N R114W SEC-0017	11/01/1965 LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 12, 13, 14, 15, 16, 17, 18, 19, AND 20	BK	PG	WY	SUBLETTE
75119-00	USA WY-320213 T028N R114W SEC-0020	11/01/1965 LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19, AND 20	BK	PG	WY	SUBLETTE
75120-00	USA WY-52811 T028N R114W SEC-0022	12/01/1975 NW	BK	PG	WY	SUBLETTE
75123-00	USA WY-38076 T028N R114W SEC-0009	02/01/1973 W2SE, E2SE, N2SW	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0010	SW				
75124-00	USA WY-9578 T028N R114W SEC-0003	12/01/1967 LOTS 7 THRU 10 LOTS 15 THRU 18	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0004	LOTS 5 THRU 20				
	T028N R114W SEC-0005	NWSE, S2NE, LOTS 5, 6, 13, 20				
	T028N R114W SEC-0009	N2				
	T028N R114W SEC-0010	NW				

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50006-00	USA W-125389 T029N R112W SEC-0019	09/01/1950 LOTS 3 (12.53), 4 (12.13), E/2SW, SWSE LOT 2(12.63), NENE, S2NE N2SE, SESE, SENW	BK		PG	WY	SUBLETTE
50007-00	USA W-0231774 T028N R113W SEC-0002	06/01/1952 S2NE, N2SE, S2SE	BK		PG	WY	SUBLETTE
50009-00	USA W-0231773 T028N R113W SEC-0001	06/01/1952 S2NW, N2SW, S2SW	BK		PG	WY	SUBLETTE
50010-00	USA EV-022755 T028N R113W SEC-0011	10/01/1946 W2	BK		PG	WY	SUBLETTE
50014-00	USA W-10674 T029N R113W SEC-0014 T029N R113W SEC-0015	12/31/1938 SENE, E2SE S2N2, S2	BK	88	PG 775	WY	SUBLETTE
50016-00	USA W-085597 (ROW) T027N R113W SEC-0018	01/01/1958 SENW (ROW)	BK		PG	WY	SUBLETTE
50017-00	USA EV-024756-A T028N R113W SEC-0024	06/01/1948 LOT 2	BK		PG	WY	SUBLETTE
50024-00	USA W-20039 T028N R114W SEC-0033	03/01/1969 SWNE	BK		PG	WY	SUBLETTE
50026-00	USA W-054585 T027N R114W SEC-0012	07/01/1951 NENW, SWSW	BK		PG	WY	SUBLETTE
50043-00	USA W-71775 T023N R112W SEC-0027	11/01/1948 NESW, SE, SESW, S2NE, W2SW	BK		PG	WY	LINCOLN
50044-00	USA W-71776 T023N R112W SEC-0028	11/01/1948 NESW, NW, SE, SESW	BK	32	PG 228	WY	LINCOLN
50045-00	USA W-92975 T023N R112W SEC-0021 T023N R112W SEC-0028	11/01/1948 W2 W2SW	BK	32	PG 228	WY	LINCOLN
50055-00	USA EV-025548 T027N R112W SEC-0026 T027N R112W SEC-0027	01/01/1948 ALL E2	BK		PG	WY	SUBLETTE

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50056-00	USA W-05923 T022N R112W SEC-0009	06/01/1951 S2	BK	PG	WY	SUBLETTE
50057-00	USA W-45370 T022N R112W SEC-0020 T022N R112W SEC-0021	06/01/1951 E2SW, SE, SENW, S2NE NWSW, SWNW	BK	PG	WY	LINCOLN
50058-00	USA W-45371 T022N R112W SEC-0028	06/01/1951 NWNW	BK	PG	WY	LINCOLN
50060-00	USA W-0319563 T022N R112W SEC-0034	10/01/1965 NW	BK	PG	WY	LINCOLN
50061-00	USA W-05924 T022N R112W SEC-0015 T022N R112W SEC-0022 T022N R112W SEC-0026	06/01/1951 N2S2, SWSW N2, S2 NE	BK	PG	WY	LINCOLN
50062-00	USA W-05925 T022N R112W SEC-0026 T022N R112W SEC-0028	06/01/1951 N2SE, SWSE, W2 E2, E2W2, SWNW, W2SW	BK	PG	WY	LINCOLN
50063-00	USA W-71772 T022N R112W SEC-0010 T022N R112W SEC-0020 T022N R112W SEC-0021	06/01/1951 SE, E2SW, NWSW, SWSW W2W2, NENW, N2NE N2N2	BK	PG	WY	LINCOLN
50064-00	USA W-71773 T022N R112W SEC-0029	06/01/1951 NWNW	BK	PG	WY	LINCOLN
50072-00	USA EV-024528 T028N R112W SEC-0028 T028N R112W SEC-0029	01/01/1955 SENE, W2NE, W2, SE E2E2	BK	PG	WY	SUBLETTE
50073-00	USA W-035077 T028N R112W SEC-0032	12/01/1955 E2E2	BK	PG	WY	SUBLETTE
50074-00	USA EV-024469 T028N R112W SEC-0017 T028N R112W SEC-0020	12/01/1948 N2NE, E2SE, SWSE E2NE, W2NE, SE	BK	PG	WY	SUBLETTE

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	T028N R112W SEC-0021	ALL						
50079-00	USA EV-024735 T028N R112W SEC-0006	01/01/1949 W2 LOT 2, E2 LOT 2	BK		PG		WY	SUBLETTE
50080-00	USA EV-026175 T028N R112W SEC-0004	08/01/1950 LOTS 1, 2, 3, 6, 7, 8, 9, 10, 11, SE, E2SW, SWSW	BK		PG		WY	SUBLETTE
50081-00	USA EV-023340 T028N R112W SEC-0008	07/01/1948 NW, W2SW	BK		PG		WY	SUBLETTE
50086-00	USA W-53497 T028N R112W SEC-0008	08/01/1950 E2, E2SW	BK		PG		WY	SUBLETTE
	T028N R112W SEC-0009	N2, S2						
50092-00	USA EV-020363 T028N R113W SEC-0032	07/01/1948 LOTS 2, 5	BK		PG		WY	SUBLETTE
50095-00	USA EV-022281 T028N R113W SEC-0027	07/01/1948 LOTS 1, 4, 5, 7, 8	BK	32	PG	690	WY	SUBLETTE
50096-00	USA EV-022285 T028N R113W SEC-0009	10/01/1946 ALL	BK		PG		WY	SUBLETTE
50098-00	USA EV-023969 T028N R113W SEC-0008	07/01/1948 W2W2	BK	32	PG	37	WY	SUBLETTE
50100-00	USA EV-025535 T028N R113W SEC-0010	08/01/1946 W2	BK		PG		WY	SUBLETTE
50104-00	USA EV-025992 T029N R113W SEC-0027	03/01/1950 SWNW	BK		PG		WY	SUBLETTE
50105-00	USA WY 0516 T029N R113W SEC-0033	05/01/1950 E2	BK		PG		WY	SUBLETTE
50106-00	USA W-0636 T028N R113W SEC-0005	04/01/1950 SW, SWNW	BK		PG		WY	SUBLETTE
50108-00	USA CH-082277 T029N R113W SEC-0028	06/01/1950 S2NE4, SE4	BK		PG		WY	SUBLETTE
50109-00	ST WY 0-7395 T029N R113W SEC-0016	09/16/1948 E2, NW, SW	BK		PG		WY	SUBLETTE

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50110-00	WILLIAM J MCGINNIS ET AL T028N R113W SEC-0017	07/30/1947 TRACT 38, (AKA NESW) TRACT 40, (AKA SWSE)	BK 2	PG 162		WY	SUBLETTE
50114-00	ST WY #0-2843 T028N R113W SEC-0016	09/16/1944 ALL (RESURVEY TRACT 37)	BK 36	PG 155		WY	SUBLETTE
50115-00	USA W-04732 T028N R113W SEC-0004	02/01/1951 LOTS 7, 8, S2NW, SW	BK	PG		WY	SUBLETTE
50116-00	USA W-026038-A T029N R113W SEC-0021	02/01/1950 E2	BK 31	PG 206		WY	SUBLETTE
	T029N R113W SEC-0027	NWNW					
	T029N R113W SEC-0028	N2NE					
50117-00	USA W-0195876 T029N R114W SEC-0025	02/01/1962 E2NE	BK	PG		WY	SUBLETTE
50119-00	USA W-04731 T028N R113W SEC-0005	02/01/1951 LOTS 5, 6, 7, 8, S2NE, SE, SENW	BK	PG		WY	SUBLETTE
50120-00	ANDERSON L MCGINNIS ET UX T028N R113W SEC-0027	07/30/1947 PT OF TRACT 49 (W2NW, SENW)	BK 2	PG 156		WY	SUBLETTE
	T028N R113W SEC-0028	PT OF TRACT 49 (NENE)					
50121-00	MARY J. HADDENHAM, T028N R113W SEC-0017	07/30/1947 W2SW, SESW (RESURVEYED AND DESCRIBED AS TRACT 39)	BK	PG		WY	SUBLETTE
50122-00	MARY J (B) HADDENHAM T028N R113W SEC-0017	07/30/1947 W2SW, SESW (RESURVEYED AND DESCRIBED AS TRACT 39)	BK 2	PG 153		WY	SUBLETTE
50123-00	USA EV-025771 T028N R113W SEC-0026	01/01/1948 LOT 2, SWNW, W2SW	BK 32	PG 55		WY	SUBLETTE
50126-00	USA W-48905 T028N R113W SEC-0016	10/01/1948 LOTS 1 THRU 7	BK	PG		WY	SUBLETTE
	T028N R113W SEC-0017	NWNE					
	T028N R113W SEC-0020	LOTS 2, 3, 4, S2NW					
	T028N R113W SEC-0029	SWSE, SESW					

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50127-00	USA W-48906 T028N R113W SEC-0020	11/01/1946 BK NWSW		PG	WY	SUBLETTE
50129-00	USA W-70864 T028N R113W SEC-0028	10/17/1980 BK SENE-50 FT R-O-W		PG	WY	SUBLETTE
50148-00	USA EV-09561-B T027N R113W SEC-0017	04/23/1935 BK W2NW		PG	WY	SUBLETTE
50189-00	USA W-0136175 T030N R113W SEC-0026	12/31/1938 BK SW		PG	WY	SUBLETTE
	T030N R113W SEC-0027	E2NE, W2NE				
50190-00	USA W-0136177 T030N R113W SEC-0022	04/01/1951 BK SE	47	PG 103	WY	SUBLETTE
50192-00	USA W-27645 T030N R113W SEC-0010	04/01/1951 BK W2SE, SW, NWNW, E2SE, NE, NENW, S2NW	47	PG 103	WY	SUBLETTE
	T030N R113W SEC-0014	S2SW, SWSE, N2SW, NWSE, SESE, W2NE, NW				
	T030N R113W SEC-0022	NE, E2NW				
50193-00	USA W-27644 T030N R113W SEC-0011	08/01/1950 BK NE, SE		PG	WY	SUBLETTE
	T030N R113W SEC-0024	W2NW, NWSW, S2SW				
50194-00	USA EV-024966 T030N R113W SEC-0023	08/01/1949 BK E2NE, E2NW, E2SE, SW, SWNW, W2NE, W2SE		PG	WY	SUBLETTE
50203-00	USA W 0231769 T029N R112W SEC-0032	06/01/1950 BK W2NW4		PG	WY	SUBLETTE
50204-00	USA EVANSTON 024241 T028N R113W SEC-0001	05/01/1948 BK LOTS 5, 6, 9, 10, 11, SWNE, W2SE	18	PG 92	WY	SUBLETTE
	T028N R113W SEC-0012	LOTS 1-4, W2E2, W2				
	T028N R113W SEC-0013	LOTS 1-3, W2E2, NW				
50208-00	USA W-04628 T030N R113W SEC-0008	02/01/1951 BK E2SE, NE, NW, W2SE		PG	WY	SUBLETTE
	T030N R113W SEC-0017	E2NE, NESE, NWSE, S2SE, W2NE				

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50209-00	USA W-27643 T030N R112W SEC-0030	12/01/1948 BK SENW,E2SW	PG	WY	SUBLETTE
50217-00	USA W-16770 T029N R112W SEC-0006	12/01/1948 BK LOT 5, SENW, S2NE, NWSE	PG	WY	SUBLETTE
	T030N R112W SEC-0030	SWNE, LOTS 1-4, SE			
	T030N R112W SEC-0031	LOTS 3, 4, E2SW, N2SE, SWSE, SESE LOTS 1, 2, E2NW, NE			
50219-00	,USA W-053447 T029N R112W SEC-0023	02/01/1950 BK S2SW, SWSE	PG	WY	SUBLETTE
50225-00	USA W-039908 T029N R112W SEC-0024	08/01/1956 BK E/2NW , E/2	PG	WY	SUBLETTE
	T029N R112W SEC-0025	S/2, S/2N/2,N/2NE			
	T029N R112W SEC-0035	ALL			
50226-00	USA W-04101 T030N R112W SEC-0020	03/01/1951 BK E2NE	PG	WY	SUBLETTE
	T030N R112W SEC-0029	NESW, SESW			
50259-00	YOSE CATTLE COMPANY T027N R112W SEC-0003	12/17/1981 BK 64 PG 76 LOTS 2(34.31 ACS); 3(39.72 ACS); 4(39.71 ACS); 5(45.51 ACS); EXCEPTING FRACTIONAL PARTS OF LOTS 3, 4, & 5, MORE FULLY DESCRIBED IN LEASE		WY	SUBLETTE
	T028N R112W SEC-0026	S/2 SW			
	T028N R112W SEC-0034	W/2 W/2; NENW; E/2 SW; W/2 SE; SENE; NESE; LOT 1 (23.57 ACS)			
	T028N R112W SEC-0035	LOT 4(41.92 ACS); W/2 NW; NWSE LOT 8 (35.13 ACS)			
50263-00	USA W-77883 T028N R111W SEC-0019	07/01/1976 BK LOTS 2, 3, 4, E2, E2NENW, SWNENW, E2SW	PG	WY	SUBLETTE
	T028N R111W SEC-0020	E2			
	T028N R111W SEC-0029	SE, NE,			
	T028N R111W SEC-0032	NE, SE			
50266-00	USA W-87038 T029N R112W SEC-0011	09/01/1984 BK SWSW	PG	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50289-01	A L MAHAFFEY T026N R112W SEC-0006	12/26/1956 BK 20 PR PG 282 PART OF SEC 6 & 7		WY	LINCOLN
	T026N R112W SEC-0007	PART OF SEC 6 & 7			
50289-02	BABE PROBASCO ET UX T026N R112W SEC-0006	12/27/1956 BK 21 PG 31 BEGIN 148' N SWSE S6 THEN E 610',THEN S 148', THEN E ON SEC LINE BTWN S6&7 FOR 433', THEN N 835',THEN W 1043.5',THEN S 687' TO POINT OF BEGINNING		WY	LINCOLN
50313-01	HOWARD A MAHAFFEY T026N R112W SEC-0006	12/26/1956 BK 20 PG 278 SEE LEASE FOR METES AND BOUNDS DESCRIPTION		WY	LINCOLN
50314-00	GUY DECKER ET UX T026N R112W SEC-0006	03/17/1957 BK 32 PG 377 LOT 11 OF LOT 8, LOT 1 OF BLOCK 1 OF SECOND ADDITION TO TOWN OF LABARGE		WY	LINCOLN
50317-00	LINCOLN COUNTY #1 T000N R000W SEC-0000	05/08/1957 BK 22PR PG 166 LABARGE TOWNLOTS: ORIG TOWNSITE; TULSA-BK 9 LOTS 4-7; 1ST ADD; TULSA-BK 12, LOTS 13-15 RIVERVIEW ADD-TULSA - BK A, LT15 - BK B, L1-4 - BK C, L13, 20, 35 - BK E, L15, 16, 19 & 20		WY	LINCOLN
50326-00	LINCOLN COUNTY, WYOMING T000N R000W SEC-0000	05/08/1957 BK 22 PG 172 STREETS & ALLEYS IN LABARGE,WY,ORG PLATTED TULSA, WY,SHOWN ON LINCOLN CO M/B MAP #1&2 SEE LSE FOR LIST OF STREETS & ALLEYS		WY	LINCOLN
50328-00	LINCOLN COUNTY, WYOMING T026N R112W SEC-0006	05/08/1957 BK 22 PG 176 SEE LEASE FOR METES & BOUNDS DESCRIPTION		WY	LINCOLN
	T026N R112W SEC-0007	SEE LEASE FOR METES & BOUNDS DESCRIPTION			
	T026N R112W SEC-0018	SEE LEASE FOR METES & BOUNDS DESCRIPTION			
	T026N R112W SEC-0019	SEE LEASE FOR METES & BOUNDS DESCRIPTION			
	T026N R112W SEC-0020	SEE LEASE FOR METES & BOUNDS DESCRIPTION			
50334-00	USA W-8140 T027N R114W SEC-0002	06/01/1951 BK PG LOTS 1,2,3,4, S2N2, S2, (ALL)		WY	SUBLETTE
	T027N R114W SEC-0003	LOTS 1,2,3,4, S2N2, N2S2			
	T027N R114W SEC-0004	LOTS 1,2,3,4, S2N2			
	T028N R114W SEC-0034	S2NE, SENW, S2			
	T028N R114W SEC-0035	SW			

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50338-00	USA W-72405 T027N R114W SEC-0009	06/01/1951 W2NW	BK		PG	WY	SUBLETTE
50339-00	USA W 92223 T027N R114W SEC-0010	07/01/1951 S2NE, NW, E2SW, NWSW, SE, N2NE	BK	65	PG 466	WY	SUBLETTE
	T027N R114W SEC-0011	W2SW, N2, SE, E2SW					
	T027N R114W SEC-0012	W2NW, NWSW					
	T027N R114W SEC-0014	SWNE, NW, S2, N2NE, SENE					
	T027N R114W SEC-0015	NE, E2NW, NWNW					
50340-00	USA W-92222 T027N R114W SEC-0015	10/01/1947 NESW, SE	BK		PG	WY	SUBLETTE
50341-00	USA W-96755 T028N R114W SEC-0027	06/01/1953 SE4	BK		PG	WY	SUBLETTE
50342-00	USA W-96756 T028N R114W SEC-0033	06/01/1951 SE	BK		PG	WY	SUBLETTE
	T028N R114W SEC-0034	N2N2, SWNW					
50382-00	USA W-42781 T027N R111W SEC-0004	01/01/1974 N2	BK		PG	WY	SUBLETTE
	T027N R111W SEC-0005	E2					
	T027N R111W SEC-0008	NE, N2SE, SESE					
	T027N R111W SEC-0009	E2, W2					
50421-00	USA W-20038 T028N R114W SEC-0028	03/01/1969 E/2NE4, NW/NE, NW/SE	BK		PG	WY	SUBLETTE
50423-00	USA W-054586 T028N R114W SEC-0015	06/01/1953 NE, E2SE	BK		PG	WY	SUBLETTE
	T028N R114W SEC-0022	E2NE, SE					
	T028N R114W SEC-0027	W2NE, SENE					
50426-00	USA W-2121 T028N R114W SEC-0028	11/01/1966 SWNE	BK		PG	WY	SUBLETTE
50433-00	THEODORE JORDAN, ET AL T029N R113W SEC-0004	08/19/1954 S2SE4	BK	10	PG 170	WY	SUBLETTE

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	T029N R113W SEC-0009	NE				
	T029N R113W SEC-0010	N2NW, SENW				
50437-00	USA W-19959 T032N R114W SEC-0008	08/01/1969 BK S2NW, N2SW LOTS 3, 4, S2SW		PG	WY	SUBLETTE
50438-00	USA W-06009 T032N R114W SEC-0007	06/01/1951 BK 2 LOTS 1 (10.71), 2 (10.05), S2NE		PG 506	WY	SUBLETTE
50454-00	USA W-0320844 T029N R114W SEC-0033	12/01/1965 BK NWNW		PG	WY	SUBLETTE
50505-00	USA W-38503 T026N R111W SEC-0005	03/01/1973 BK 103 LOTS 1 AND 2, S2NE, SE		PG 402	WY	LINCOLN
	T026N R111W SEC-0008	E2				
50506-00	USA W-57837 T026N R111W SEC-0009	03/01/1973 BK 522 ALL		PG 318	WY	SWEETWATER
56833-00	USA W-85884 T031N R113W SEC-0030	10/01/1984 BK SENW		PG	WY	SUBLETTE
56931-00	USA W-107069 T031N R114W SEC-0013	01/01/1988 BK 80 N2, N2SW, SESW, SE		PG 747	WY	SUBLETTE
	T031N R114W SEC-0014	NW				
	T031N R114W SEC-0023	NESW, S2SW				
	T031N R114W SEC-0024	SW				
	T031N R114W SEC-0025	W2E2, NW, SESE				
57396-00	USA WYW-112556 T029N R112W SEC-0009	08/01/1988 BK SESW, SWSE		PG	WY	SUBLETTE
	T029N R112W SEC-0010	S/2S/2				
	T029N R112W SEC-0015	ALL				
57427-00	USA W-113137 T032N R114W SEC-0025	10/01/1988 BK 81 E/2, SENW, SW		PG 756	WY	SUBLETTE
57543-00	USA W-113659 T026N R113W SEC-0032	12/01/1988 BK 268PR S/2NE, NW, N/2SW, SWSW, SE		PG 89	WY	LINCOLN

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	T026N R113W SEC-0033	SWNW, S/2				
57544-00	USA W-113654	12/01/1988	BK 267PR	PG 383	WY	LINCOLN
	T025N R113W SEC-0017	ALL				
	T025N R113W SEC-0020	ALL				
	T025N R113W SEC-0021	ALL				
57545-00	USA W-113651	12/01/1988	BK 267	PG 391	WY	LINCOLN
	T025N R113W SEC-0004	NENE				
	T025N R113W SEC-0005	E2, N2NW				
	T025N R113W SEC-0006	LOTS 1, 6, 10, E2				
	T025N R113W SEC-0007	LOTS 3, 4, 6 THRU 12, NENE, SE, S2NE				
	T025N R113W SEC-0008	NE, N2SE, SW, SWSE, S2NW				
	T025N R113W SEC-0009	NESW, S2SW, W2NW				
57546-00	USA WYW-113644	12/01/1988	BK 82	PG 153	WY	SUBLETTE
	T028N R112W SEC-0032	NWSW				
57547-00	USA WYW-113645	12/01/1988	BK 82	PG 165	WY	SUBLETTE
	T029N R112W SEC-0017	NENW, SWNW, W/2SW				
	T029N R112W SEC-0020	NENW				
	T029N R112W SEC-0026	W/2NE, SENE, W/2, SE				
	T029N R112W SEC-0030	NENE				
57548-00	USA W-113661	12/01/1988	BK 82	PG 250	WY	SUBLETTE
	T029N R113W SEC-0001	LOT, 2, SWNE				
	T029N R113W SEC-0006	LOTS 1 THRU 4				
	T029N R113W SEC-0007	LOT 3, 4, E/2SW, W/2SE, SESE				
57641-00	USA WYW-114579	02/01/1989	BK 82	PG 446	WY	SUBLETTE
	T027N R112W SEC-0002	THAT PORTION OF GREEN RIVER RIPARIAN TO LOT 5, BEING MORE PARTICULARY DESCRIBED ON LEASE				
57824-00	USA WYW-115956	06/01/1989	BK 83	PG 364	WY	SUBLETTE
	T028N R112W SEC-0010	S/2NE, SE				
	T028N R112W SEC-0011	SWNW, NWSW				

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57825-00	USA WYW115961 T030N R113W SEC-0007	06/01/1989 E/2SE	BK 83	PG 373		WY	SUBLETTE
	T030N R113W SEC-0008	NWSW					
	T030N R113W SEC-0018	NENE					
57826-00	USA WYW115960 T028N R113W SEC-0013	06/01/1989 LOT 4	BK 83	PG 379		WY	SUBLETTE
	T028N R113W SEC-0024	LOT 1					
57952-01	DUANE HARWARD ET UX TRUST T026N R112W SEC-0019	04/21/1989 S/2SE, SESW, LESS HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF THE REGISTER OF DEEDS, LINCOLN COUNTY, WY	BK 275PR	PG 142		WY	LINCOLN
57952-02	DIAMOND H RANCH, INC T026N R112W SEC-0019	02/28/1989 S/2SE, SESW, LESS HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 AND LESS THE EUBANK FOOTHILL ESTATE, MORE FULLY DESCRIBED AT PLAT #314 OF THE OFFICE OF THE REGISTER OF DEEDS, LINCOLN CO., WY	BK 273PR	PG 488		WY	LINCOLN
57952-03	WILLIAM B SPENCER ET UX T026N R112W SEC-0019	04/21/1989 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY	BK 275PR	PG 140		WY	LINCOLN
57952-04	MARY H LAMBERT ET AL T026N R112W SEC-0019	04/21/1989 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY	BK 275PR	PG 144		WY	LINCOLN
57952-05	ISABEL H SPENCER TRUST T026N R112W SEC-0019	04/21/1989 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY	BK 275PR	PG 148		WY	LINCOLN
57952-06	WILLIAM B SPENCER TRST T026N R112W SEC-0019	04/21/1989 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY	BK 275PR	PG 146		WY	LINCOLN
57952-07	JEAN S STEPHENS T026N R112W SEC-0019	04/21/1989 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY	BK 275PR	PG 150		WY	LINCOLN
57952-08	GLENISLA HUNTER ET AL T026N R112W SEC-0019	04/21/1989 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY	BK 275PR	PG 152		WY	LINCOLN

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			DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY		
57952-09	LOIS S BRADY T026N R112W SEC-0019	04/21/1989 BK 275PR PG 154 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY		WY	LINCOLN
57952-10	EUBANK CATTLE COMPANY T026N R112W SEC-0019	05/30/1989 BK 276PR PG 303 TRACT OF LAND IN SESW, S/2SE, KNOWN AS THE EUBANK FOOTHILL ESTATES, RECORDED AT PLAT #314 IN OFFICE OF REGISTER OF DEEDS, LINCOLN CO., WY		WY	LINCOLN
58055-05	MILLER, ROBERT M JR ET UX T029N R112W SEC-0004	06/22/1989 BK 83 PG 679 W/2SW		WY	SUBLETTE
	T029N R112W SEC-0005	E/2SE, SWSE			
	T029N R112W SEC-0008	E/2			
	T029N R112W SEC-0009	W/2W/2			
58188-00	USA WYW-117869 T027N R112W SEC-0002	11/01/1989 BK 85 PG 426 BED OF GREEN RIVER RIPARIAN TO LOTS 6 - 8 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION**		WY	SUBLETTE
	T027N R112W SEC-0003	BED OF GREEN RIVER RIPARIAN TO LOTS 1, 6, 7, 10, 11 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION**			
	T028N R112W SEC-0034	BED OF GREEN RIVER RIPARIAN TO LOT 2 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION**			
58189-00	USA W-117878 T031N R114W SEC-0009	11/01/1989 BK 84 PG 606 S/2		WY	SUBLETTE
	T031N R114W SEC-0010	N/2			
	T031N R114W SEC-0014	N/2SW			
58190-00	USA WYW-117867 T028N R111W SEC-0003	11/01/1989 BK 85 PG 419 SW		WY	SUBLETTE
	T028N R111W SEC-0022	ALL			
	T028N R111W SEC-0027	ALL			
58193-00	STATE OF WY-8900650 T031N R114W SEC-0016	10/02/1989 BK 84 PG 614 W/2		WY	SUBLETTE
58419-00	STATE OF WYOMING #89-00780	12/02/1989 BK 85 PG 389		WY	SUBLETTE

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	T030N R112W SEC-0016	ALL						
58420-00	STATE OF WYOMING #89-00781 T030N R112W SEC-0028	12/02/1989 S/2NE	BK	85	PG	39	WY	SUBLETTE
58421-00	STATE OF WYOMING #89-00782 T030N R112W SEC-0032	12/02/1989 NESE, SWSE	BK	85	PG	393	WY	SUBLETTE
58423-00	USA WY-95121 T030N R112W SEC-0007	11/01/1985 LOTS 2, 3, 4, W/2NE, SENE, SENW, E/2SW, (LESS 6 ACRES	BK	84	PG	623	WY	SUBLETTE
	T030N R112W SEC-0027	SWSE						
	T030N R112W SEC-0032	NWSE						
58424-00	USA WYW-118696 T031N R114W SEC-0005	01/01/1990 LOT 4(41.15), SWNW, NWSW, S/2S/2	BK	85	PG	382	WY	SUBLETTE
	T031N R114W SEC-0008	NE, S/2						
	T031N R114W SEC-0017	ALL						
	T031N R114W SEC-0020	ALL						
58521-00	GORDON W BRAY, ET UX T030N R112W SEC-0026	11/10/1989 W/2SW, SWNW	BK	84	PG	653	WY	SUBLETTE
	T030N R112W SEC-0027	S/2NE, N/2SE, SESE						
	T030N R112W SEC-0034	N/2NE, E/2NW						
58551-00	USA W-106177 T030N R112W SEC-0015	11/01/1987 NWNW	BK		PG		WY	SUBLETTE
	T030N R112W SEC-0017	N/2NW (LESS 1.37 ACRES, MORE OR LESS IN						
	T030N R112W SEC-0020	W/2E/2, SENW, NESW						
58561-01	HELEN JENKINS O'NEIL T030N R112W SEC-0020	12/11/1989 E/2SE	BK	85	PG	91	WY	SUBLETTE
	T030N R112W SEC-0021	NWNE, S/2NE, W/2, SE						
	T030N R112W SEC-0022	NWSW						
	T030N R112W SEC-0028	N/2N/2, S/2NW, S/2						
58561-02	MIRIAM JENKINS BAILEY T030N R112W SEC-0020	12/11/1989 E/2SE	BK	85	PG	87	WY	SUBLETTE

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	T030N R112W SEC-0021	NWNE, S/2NE, W/2, SE					
	T030N R112W SEC-0022	NWSW					
	T030N R112W SEC-0028	N/2N/2, S/2NW, S/2					
58561-03	JOHN PERRY BARLOW, ET UX T030N R112W SEC-0020	12/11/1989 E/2SE	BK 85	PG 89		WY	SUBLETTE
	T030N R112W SEC-0021	NWNE, S/2NE, W/2, SE					
	T030N R112W SEC-0022	NWSW					
	T030N R112W SEC-0028	N/2N/2, S/2NW, S/2					
58562-00	BRUCE E. JONES, ET UX T025N R113W SEC-0006	11/13/1989 LOTS 3(17.85), 4(17.00), 5(40.00), 7(40.00), 11(40.00)	BK 281PR	PG 592		WY	LINCOLN
59157-01	PAUL HOMER, ET UX T030N R112W SEC-0032	05/22/1990 S/2 SW/4	BK 86	PG 559		WY	SUBLETTE
59157-02	WILLIAM CHARLES CHRISTY T030N R112W SEC-0032	05/23/1990 S/2 SW/4	BK 86	PG 571		WY	SUBLETTE
59157-03	KIMBERLY S CHRISTY, ET UX T030N R112W SEC-0032	05/22/1990 S/2 SW/4	BK 86	PG 567		WY	SUBLETTE
59157-04	CATHLEEN E CHRISTY THOMAS T030N R112W SEC-0032	05/22/1990 S/2 SW/4	BK 86	PG 563		WY	SUBLETTE
59162-00	USA WYW-112560 T030N R113W SEC-0013	07/01/1988 N/2 NE/4 AND SE/4 NE/4	BK	PG		WY	SUBLETTE
	T030N R113W SEC-0025	ALL					
	T030N R113W SEC-0026	N/2 AND SE/4					
	T030N R113W SEC-0035	W/2					
59195-00	USA WYW-121426 T031N R114W SEC-0012	10/01/1990 E2	BK 86	PG 718		WY	SUBLETTE
75002-00	USA WY-107066 T024N R114W SEC-0004	01/01/1988 LOT 13	BK	PG		WY	LINCOLN
	T024N R114W SEC-0008	NE, SW					
	T024N R114W SEC-0017	N2, SW					
	T024N R114W SEC-0020	N2, N2S2, S2SW					

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75004-00	USA WYW-122224 T025N R112W SEC-0027	11/01/1990 BK NENE, LOTS 1, 2, 6	PG		WY	LINCOLN
75025-01	ELIZABETH D BENNETT T025N R112W SEC-0005	06/01/1990 BK 291PR LOTS 9(1.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 311		WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1				
75025-02	DORISE E HOUSLEY T025N R112W SEC-0005	10/24/1990 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 455		WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1				
75025-03	DENESE STACY T025N R112W SEC-0005	10/24/1990 BK 291PR LOTS 9(21.50), 1343.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 398		WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1				
75025-04	ALVIN MARX, ET UX T025N R112W SEC-0005	10/24/1990 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 638		WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1				
75025-05	ERWIN MARX, ET UX T025N R112W SEC-0005	10/24/1990 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 453		WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1				
75025-06	DOROTHY J MC GINNIS, ET VIR T025N R112W SEC-0005	10/24/1990 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 396		WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1				
75025-07	ELDON E MARX, ET UX T025N R112W SEC-0005	10/24/1990 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 394		WY	LINCOLN
	T025N R112W SEC-0008	NENW, LOT 1				
75026-00	RUBY D JETKOSKI, ET AL T025N R112W SEC-0027	06/13/1990 BK 288PR LOTS 4(21.68), 5(36.03), 9(25.66), 10(39.93), AND ALL RIPARIAN RIGHTS TO SAID LOTS, S2SW, W2SE	PG 92		WY	LINCOLN
	T025N R112W SEC-0028	LOTS 8(37.79), 9(14.07)				

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
75034-00	USA WYW-109319 (ROW)	12/28/1988	BK PG	WY	LINCOLN
	T026N R111W SEC-0005	SESW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG SWSE, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG			
	T026N R111W SEC-0008	NENW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG			
75035-01	BRUCE E JONES, ET UX	06/09/1990	BK 288PR PG 86	WY	LINCOLN
	T025N R112W SEC-0000	A PARCEL OF LAND CONSISTING OF THOSE PORTIONS OF NWNW OF SECTION 29, THE W/2W/2 OF SECTION 20, AND THE SWSW OF SECTION 17, AFORESAID TOWNSHIP AND RANGE, LYING EAST OF THE FOLLOWING DESCRIBED LINE (SAID LINE BEING THE WESTERLY RIGHT OF WAY BOUNDARY OF THE PROPOSED RELOCATED WYOMING STATE HIGHWAY #189): BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NWNW OF SECTION 29, WHENCE THE NW CORNER OF SAID SECTION 29 BEARS N 40 DEGREES OO' W, 1747'; THENCE ALONG A REGULAR CURVE TO THE RIGHT (THE TANGENT TO THE CURVE AT SAID POINT BEING N 39 DEGREE 55' WEST), HAVING A RADIUS OF 4407.37 FEET FOR AN ARC DISTANCE OF 4791.6'; THENCE N 22 DEGREE 20' EAST, 1346.8 FEET; THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 3744.7' FOR AN ARC DISTANCE OF 2019.2'; THENCE N 81 DEGREE 26' EAST 15 FEET TO A POINT IN SAID SWSW OF SECTION 17, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189 AS NOW CONSTRUCTED, WHENCE THE SW CORNER OF SECTION 17 BEARS SOUTH 47 DEGREE 12' WEST 1661.7'		
	T025N R112W SEC-0008	THOSE PORTIONS OF LOTS 3, 6, AN 7 LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY # 189			
	T025N R112W SEC-0017	THAT PORTION OF THE SWNW AND NWSW LYING WEST OF THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189; AND THAT PORTION OF THE SWSW LYING WEST OF THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189; AND NORTH OF THE ACCESS DIRT ROAD LOTS 2(17.72), 3(29.79), 6(37.38), AND THOSE PORTIONS OF THE SESW, W/2NW AND NWSW, LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189		
	T025N R112W SEC-0018	SENE, NESE, AND THAT PORTION OF THE SESE LYING NORTH OF THE ACCESS ROAD			
	T025N R112W SEC-0020	LOTS 2(29.19), 5(9.29), 9(29.12), 10(23.65), NWSE			
	T025N R112W SEC-0021	LOT 1			
	T025N R112W SEC-0027	LOT 3			
	T025N R112W SEC-0028	LOTS 3-7			
	T025N R112W SEC-0029	LOTS 1, 2, 7			
75035-02	CECIL R JONES, ET UX	06/09/1990	BK 288PR PG 89	WY	LINCOLN
	T025N R112W SEC-0000	A PARCEL OF LAND CONSISTING OF THOSE PORTIONS OF			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			NWNW OF SECTION 29, THE W/2W/2 OF SECTION 20, AND THE SWSW OF SECTION 17, AFORESAID TOWNSHIP AND RANGE, LYING EAST OF THE FOLLOWING DESCRIBED LINE (SAID LINE BEING THE WESTERLY RIGHT OF WAY BOUNDARY OF THE PROPOSED RELOCATED WYOMING STATE HIGHWAY #189): BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NWNW OF SECTION 29, WHENCE THE NW CORNER OF SAID SECTION 29 BEARS N 40 DEGREES 00' W, 1747'; THENCE ALONG A REGULAR CURVE TO THE RIGHT (THE TANGENT TO THE CURVE AT SAID POINT BEING N 39 DEGREE 55' WEST), HAVING A RADIUS OF 4407.37 FEET FOR AN ARC DISTANCE OF 4791.6'; THENCE N 22 DEGREE 20' EAST, 1346.8 FEET; THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 3744.7' FOR AN ARC DISTANCE OF 2019.2'; THENCE N 81 DEGREE 26' EAST 15 FEET TO A POINT IN SAID SWSW OF SECTION 17, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189 AS NOW CONSTRUCTED, WHENCE THE SW CORNER OF SECTION 17 BEARS SOUTH 47 DEGREE 12' WEST 1661.7'		
	T025N R112W SEC-0008		THOSE PORTIONS OF LOTS 3, 6, AN 7 LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY # 189		
	T025N R112W SEC-0017		LOTS 2(17.72), 3(29.79), 6(37.38), AND THOSE PORTIONS OF THE SESW, W/2NW AND NWSW, LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189 ***SEE SECTION 0000 FOR ACREAGE***		
	T025N R112W SEC-0019		SENE, NESE, AND THAT PORTION OF THE NENE LYING AND BEING SITUATE WESTERLY OF THE W RIGHT OF WAY LINE OF STATE HIGHWAY #189, AND BOUNDED ON THE N BY THAT CERTAIN LINE AS DEEDED IN BOOK 84 PHOTOSTATIC RECORDS AT PAGE 209 IN LINCOLN COUNTY, WY		
	T025N R112W SEC-0020		THAT PORTION OF THE W2W2 LYING AND BEING SITUATE WESTERLY OF THE W RIGHT OF WAY LINE OF STATE HIGHWAY #189, AND BOUNDED ON THE N BY THAT CERTAIN RIGHT OF WAY CENTER LINE AS DEEDED IN BOOK 84 PHOTOSTATIC RECORDS AT PG 209, LINCOLN CO, WY		
	T025N R112W SEC-0021		LOTS 2(29.19), 5(9.29), 9(29.12), 10(23.65), NWSE		
	T025N R112W SEC-0027		LOT 1		
	T025N R112W SEC-0028		LOT 3		
	T025N R112W SEC-0029		LOTS 3-7		
			THAT PORTION OF THE NWNW LYING AND BEING SITUATE WESTERLY OF THE W RIGHT OF WAY LINE OF STATE HIGHWAY #189, LOTS 1, 2, 7		
75044-00	USA WYW-82343 T030N R113W SEC-0005	02/01/1983	BK PG	WY	SUBLETTE
	T030N R113W SEC-0007	N2SE, SWSE			
		NE			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
75045-00	ARDATH E HARMISON	11/08/1990	BK 292	PG 594	WY	LINCOLN
	T025N R112W SEC-0008	LOTS 4, 5, AND 8				
	T025N R112W SEC-0017	LOT 1 AND NWNE				
75046-00	USA WYW-113668	12/01/1988	BK	PG	WY	LINCOLN
	T025N R114W SEC-0001	LOTS 1-5, 8-11, 13-18, AND W/2				
	T025N R114W SEC-0002	N2, SE				
	T025N R114W SEC-0003	ALL				
	T025N R114W SEC-0034	TOWNSHIP 25 1/2N-RANGE 114W				
		LOTS 1, 2, 3, 4				
	T025N R114W SEC-0035	TOWNSHIP 25 1/2N-RANGE 114W				
		LOTS 3, 4				
75111-00	USA WYW-125000	10/01/1991	BK 87	PG 720	WY	SUBLETTE
	T027N R112W SEC-0003	LOTS 1, 6, 7, 10, 11				
75115-00	USA W-26615	12/01/1970	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0005	SWSE E - RECORD TITLE				
75121-00	USA WY-43217	02/01/1974	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0008	LOT 1				
75122-00	USA WY-6317	07/01/1967	BK	PG	WY	SUBLETTE
	T028N R114W SEC-0005	LOT 11				
75127-00	USA WY-320214	11/01/1965	BK	PG	WY	SUBLETTE
	T029N R114W SEC-0034	N2, N2S2, LOTS 1-4				
	T029N R114W SEC-0035	N2, N2S2, LOTS 1-4				
75171-00	STATE OF WYOMING 89-00105	02/02/1989	BK	PG	WY	LINCOLN
	T026N R113W SEC-0022	S2SW				
75173-00	USA WYW-126688	05/01/1992	BK	PG	WY	LINCOLN
	T024N R114W SEC-0007	NE				
	T024N R114W SEC-0008	NW				
	T024N R114W SEC-0021	SW				

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50029-00	USA EV-026176-B T030N R113W SEC-0032	08/01/1950 NENE	BK		PG	WY	SUBLETTE
50031-00	USA W-21127 T030N R113W SEC-0027	12/31/1938 NW4, S2	BK		PG	WY	SUBLETTE
	T030N R113W SEC-0034	N2					
50033-00	USA W-21128 T030N R113W SEC-0022	04/01/1951 SW	BK		PG	WY	SUBLETTE
50188-00	USA W-05991 T030N R113W SEC-0003	06/01/1951 LOTS 1(40.05), 2(39.99), 3(39.95), 4(39.90)	BK	34	PG 174	WY	SUBLETTE
	T030N R113W SEC-0004	LOTS 1(39.89), 2(39.90)					
50271-00	USA W-044101 T026N R113W SEC-0017	10/01/1950 E2	BK		PG	WY	LINCOLN
	T026N R113W SEC-0020	N2					
	T026N R113W SEC-0021	N2					
57542-00	USA WYW-113640 T027N R111W SEC-0012	12/01/1988 N/2, E/2SW, SE	BK	82	PG 160	WY	SUBLETTE
	T027N R111W SEC-0013	N/2					
	T027N R111W SEC-0024	N/2, SW					
57575-00	USA WYW-114336 T031N R113W SEC-0030	03/01/1979 SE, S2NE	BK		PG	WY	SUBLETTE
57607-00	MICKELSON, GORDON ET UX T031N R113W SEC-0019	11/01/1988 S2NE	BK	82	PG 289	WY	SUBLETTE
58006-00	USA WYW-116386 T031N R113W SEC-0028	10/01/1984 NESW	BK		PG	WY	SUBLETTE
	T031N R113W SEC-0033	SENE					
58083-00	ALSADE, LTD. T031N R113W SEC-0029	09/09/1989 EXISTING ACCESS ROAD LOCATED: SWSE, NWSW, SWNW EITHER SIDE OF CENTERLINE, FOR THE PURPOSE OF INGRESS AND EGRESS ONLY	BK		PG	WY	SUBLETTE
58187-00	USA W-117895	11/01/1989	BK	84	PG 597	WY	SUBLETTE

[redacted] [redacted] [redacted]

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T031N R113W SEC-0020	NESW, S/2SW, N/2SE, SWSE			
	T031N R113W SEC-0021	SWNW, NESW, W/2SE			
	T031N R113W SEC-0028	N/2NW			
75048-00	USA W-107067 T025N R114W SEC-0024	02/01/1988 BK LOTS 1-12, W/2	PG	WY	SUBLETTE

DENPART1

PART II

EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
All		Settlement Agreement, as amended (including the Gathering Agreement and Processing Agreement attached thereto)		Northwest Pipeline Corporation and Enron Oil & Gas Company	Effective 02/01/89		
All		Transportation Service Agreement, as amended		Colorado Interstate Gas Company and Enron Oil & Gas Marketing, Inc.	03/06/89		
All		Gas Gathering Agreement		Colorado Interstate Gas Company and Enron Oil & Gas Marketing, Inc.	11/01/90		
All		Letter Agreement (relating to Transportation Agreement and Gas Gathering Agreement)		Colorado Interstate Gas Company and Enron Oil & Gas Marketing, Inc.	11/01/90		

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
Chimney Butte Deep Unit		Unit Agreement	K0032037	Belco Petroleum Corporation, et al.	04/08/57	Book 17 O&G, Page 191	Sublette
Chimney Butte Deep Unit		Unit Operating Agreement, as amended 07/23/85	K0032037	Belco Petroleum Corporation, as Operator, Belfer Natural Gas Company, David C. Bintliff, Bruce Anderson, Richard L. Peterson, General Petroleum Corporation, Gulf Oil Corporation, Mountain Fuel Supply Company, and Utah Oil Refining Company, as Non-Operators	04/08/57		Sublette
Chimney Butte Deep Unit		Decision Letter	K0032037	Belco Petroleum Corporation, as Operator, and Director of the U. S. Department of the Interior	Effective 10/02/62		Sublette
Chimney Butte Deep Unit	D-E	Operating Agreement	K0032152	General Petroleum Corporation, as Operator, and Belco Petroleum Corporation, as Non-Operator	10/01/58	Book 22 O&G, Page 579	Sublette
Chimney Butte Deep Unit	D-E	Operating Agreement	K0032153	Mountain Fuel Supply Company and The California Company, as Grantor, and Belco Petroleum Corporation, as Operator	03/21/60	Book 27 O&G, Page 1	Sublette

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
East LaBarge Unit		Unit Agreement, as Amended	I-Sec. No. 777	Stanolind Oil and Gas Company, as unit operator and working interest owner; the Carter Oil Company, et al., as working interest owner; and Mary J. Haddenham, et al., as royalty owners.	11/15/48		Sublette & Lincoln
East LaBarge Unit		Unit Operating Agreement East LaBarge Unit Area	K0032053	Belfer Natural Gas Company, as Unit Operator, The Carter Oil Company and Pan American Petroleum Corporation	09/15/58	Book 31 PR, Page 320, Lincoln County; and Book 22 O&G, Page 473, Sublette County	Sublette & Lincoln
East LaBarge Unit		Agreement	K0030614	Belco Petroleum Corporation and Pan American Petroleum Corporation	01/01/61	Book 48 PR, Page 32, Lincoln County; Book 30 O&G, Page 347, Sublette County	Sublette, Lincoln
East LaBarge Unit		Operating Agreement	K0031754	Belco Petroleum Corporation and Chandler and Associates, Incorporated.	09/23/70	Book 205 PR, Page 404, Lincoln County	Sublette & Lincoln
East LaBarge Unit		Gas Storage and Balancing Agreement (Amendment to Operating Agreement)	K0032053	Enron Oil & Gas Company, as Operator, and Exxon Company, U.S.A., as Non-Operator	08/09/90		Sublette & Lincoln

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
Green River Bend Unit		Unit Agreement for the Development and Operations of the Green River Bend Unit Area.	K0032071	Pan American Petroleum Corporation, as unit operator, and Utah Oil Refining Company, et al., as working interest owners	06/01/57	Book 28 PR, Page 488, Lincoln County; Book 21 OGL, Page 137, Sublette County	Lincoln & Sublette
Green River Bend Unit		Unit Operating Agreement, Green River Bend Unit Area	K0032071	Pan American Petroleum Corporation, as unit operator, and Utah Oil Refining Company	06/01/57		Lincoln & Sublette
Green River Bend Unit	CPU-1	Pooling Agreement	K0031763	Belfer Natural Gas Company, et al.	07/18/58	Copy not recorded	Lincoln
Green River Bend Unit	CPU-2	Pooling Agreement	K0031764	Belfer Natural Gas Company and the State Highway Commission of Wyoming	12/15/58	Book 32 PR, Page 395	Lincoln
Green River Bend Unit	CPU-5	Pooling Agreement	K0030309	Belco Petroleum Corporation, et al.	10/15/59		Lincoln
Green River Bend Unit	CPU-6	Pooling Agreement CP#6 Area	K0032705	Belco Petroleum Corporation, et al.	04/01/60	Copy not recorded	Lincoln
Green River Bend Unit	Frontier "A-B" and Baxter "A-B"	Recompletion and Commingling Agreement	K0032592	Enron Oil and Gas Company and Texaco, Inc.	04/10/91		Lincoln & Sublette
Green River Bend Unit	Frontier "A-B" and Baxter "A-B"	Recompletion and Commingling Agreement	K0032724	Enron Oil and Gas Company and Texaco, Inc.	03/04/92		Lincoln & Sublette
Green River Bend Unit	Yeaman #1 Unit	Pooling Agreement Yeaman #1 Area	K0030673	Belco Petroleum Corporation, et al.	10/25/59		Lincoln

EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
North LaBarge (Deep) Unit		Unit Agreement for the North LaBarge (Deep) Unit Area, County of Sublette, State of Wyoming	14-08-001-5244	Belfer Natural Gas Company, Mountain Fuel Supply Company and The California Company	12/19/57	Book 21 O&G, Page 371	Sublette

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
BNG 110-09 F		Communitization Agreement	K0030452	Belco Petroleum Corporation, et al.	Effective 09/01/66; Effective 11/01/74, Revised	Book 278 PR, Page 119, No. 708337	Lincoln
BNG 110-09 M		Communitization Agreement	K0030452	Belco Petroleum Corporation, et al.	Effective 09/01/66; Effective 11/01/74, Revised	Book 278 PR, Page 119, No. 708337	Lincoln
BNG 111-04 F		Communitization Agreement	K0030541	Belco Petroleum Corporation, Texaco, Inc., et al.	06/01/82	Book 195 PR, Page 837, No. 589700	Lincoln
BNG 111-04 F		Operating Agreement, as amended	K0030539	Belco Petroleum Corporation, as Operator, and Texaco, Inc., as Non-Operator	04/01/66		Sublette
BNG 111-04 F		Communitization Agreement	K0030452	Belco Petroleum Corporation, et al.	Effective 09/01/66; Effective 11/01/74, Revised	Book 278 PR, Page 119, No. 708337	Lincoln
BNG 111-04 M		Operating Agreement, as amended	K0030539	Belco Petroleum Corporation, as Operator, and Texaco, Inc., as Non-Operator	04/01/66		Sublette
BNG 111-04 M		Communitization Agreement	K0030538	Belco Petroleum Corporation, Texaco, Inc., et al.	04/15/66		Lincoln
BNG 111-04 M		Communitization Agreement	K0030452	Belco Petroleum Corporation, et al.	Effective 09/01/66; Effective 11/01/74, Revised	Book 278 PR, Page 119, No. 708337	Lincoln

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
BNG 30-28 F		Notice	K0032166	Belfer Natural Gas Company	11/07/58	Book 2, Page 345	Sublette
BNG 30-28 M		Notice	K0032166	Belfer Natural Gas Company	11/07/58	Book 2, Page 345	Sublette
BNG 43-28		Notice	K0032166	Belfer Natural Gas Company	11/07/58	Book 2, Page 345	Sublette
CDR CRK 12-32		Communitization Agreement	K0032278	Enron Oil and Gas Company, et al.	Effective 10/01/90	Book 87 O&G, Page 456	Sublette
CDR CRK 15-05		Operating Agreement	K0032619	Enron Oil & Gas Company, as Operator, and Phillips Petroleum Company, as Non-Operator	03/01/91		Lincoln
CDR CRK 15-05		Communitization Agreement	K0032722	Enron Oil and Gas Company, et al.	Effective 02/24/92		Lincoln
CDR CRK 16-05		Operating Agreement	K0032619	Enron Oil & Gas Company, as Operator, and Phillips Petroleum Company, as Non-Operator	03/01/91		Lincoln
CDR CRK 16-05		Communitization Agreement	K0032722	Enron Oil and Gas Company, et al.	Effective 02/24/92		Lincoln
CDR CRK 17-05		Operating Agreement	K0032619	Enron Oil & Gas Company, as Operator, and Phillips Petroleum Company, as Non-Operator	03/01/91		Lincoln
CDR CRK 17-05		Communitization Agreement	K0032722	Enron Oil and Gas Company, et al.	Effective 02/24/92		Lincoln
CH FED 2-1		Operating Agreement	K0030631	Belco Development Corporation, as Operator, and Jerry Chambers Exploration Company	01/08/81		Sublette

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
CH FED 24-08		Operating Agreement	K0030631	Belco Development Corporation, as Operator, and Jerry Chambers Exploration Company	01/08/81		Sublette
E ST CAN 20-13		Communitization Agreement	K0032736	Enron Oil & Gas Company, et al.	Effective 03/20/92		Lincoln
FFC 2-12		Communitization Agreement	K0030698	Belco Development Corporation, Gulf Oil Corporation, APD Company, et al.	Effective 09/01/83; Effective 05/01/89, Revised	Book 76 O&G, Page 14	Sublette
FFC 7-31		Wyoming Oil & Gas Conservation Commission Cause No. 2, Order No. 1, Docket No. 300-84	N/A	Wyoming Oil & Gas Conservation Commission and Belco Development Corporation	08/17/84		Sublette
FFC 7-31		Farmout Agreement	K0031770	Belco Development Corporation, as Farmee, and Energetics, Inc., et al., as Farmor	Effective 09/10/84		Sublette
FFC 7-31		Operating Agreement	K0031772	Belco Development Corporation, as Operator, and Energetics, Inc., et al.	09/30/84		Sublette
FFC 7-31		Communitization Agreement, Contract No. WY049P56-86C857	K0031769	Belco Development Corporation, as Operator, and Energetics, Inc., et al.	Effective 05/31/85		Sublette
FFF 1-1		Farmout Agreement	K0032269	Gulf Oil Corporation, as Farmor, and Belco Development Corporation, as Farmee	02/18/81		Sublette
FFF 1-1		Operating Agreement	K0032157	Belco Petroleum Corporation, as Operator, and Dow Chemical Company	03/13/81		Sublette

EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
FFF 1-1		Joint Well Agreement and Farmout	K0032159	Dow Chemical Company, as Farmor, and Belco Petroleum Corporation, as Farmee	03/13/81		Sublette
Jory Hill 1-29 FR		Operating Agreement	K0032571	Enron Oil & Gas Company, as Operator, Mobil Oil Corporation, as Non-Operator and as Unit Operator - Hogsback Unit Area, Phillips Petroleum Company, Richard S. Shannon, III, Trustee, and Robert S. Brown, Trustee, all as Non-Operators	05/01/91		Sublette
Jory Hill 1-29 FR		Conditional Letter of Acceptance	K0032571	Mobil Exploration & Producing U.S., Inc. and Enron Oil & Gas Company	07/30/91		Sublette
Jory Hill 1-29 FR		Conditional Letter of Acceptance	K0032571	Phillips Petroleum Company and Enron Oil & Gas Company	08/09/91		Sublette
Jory Hill 1-29 FR		Conditional Letter of Acceptance	K0032571	Richard S. Shannon, Trustee, Robert S. Brown, Trustee, and Enron Oil & Gas Company			Sublette
Jory Hill 1-29 FR		Letter Agreement	K0032571	Enron Oil & Gas Company, Mobil Exploration and Producing, U.S., Inc., Richard S. Shannon, Robert S. Brown, and Phillips Petroleum Company	10/03/91		Sublette
Jory Hill 1-29 FR		Communitization Agreement	K0032723	Enron Oil and Gas Company, et al.	Effective 02/24/92		Sublette

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
Jory Hill 1-29 MUD		Operating Agreement	K0032571	Enron Oil & Gas Company, as Operator, Mobil Oil Corporation, as Non-Operator and as Unit Operator - Hogsback Unit Area, Phillips Petroleum Company, Richard S. Shannon, III, Trustee, and Robert S. Brown, Trustee, all as Non-Operators	05/01/91		Sublette
Jory Hill 1-29 MUD		Conditional Letter of Acceptance	K0032571	Mobil Exploration & Producing U.S., Inc. and Enron Oil & Gas Company	07/30/91		Sublette
Jory Hill 1-29 MUD		Conditional Letter of Acceptance	K0032571	Phillips Petroleum Company and Enron Oil & Gas Company	08/09/91		Sublette
Jory Hill 1-29 MUD		Conditional Letter of Acceptance	K0032571	Richard S. Shannon, Trustee, Robert S. Brown, Trustee, and Enron Oil & Gas Company			Sublette
Jory Hill 1-29 MUD		Letter Agreement	K0032571	Enron Oil & Gas Company, Mobil Exploration and Producing, U.S., Inc., Richard S. Shannon, Robert S. Brown, and Phillips Petroleum Company	10/03/91		Sublette
Jory Hill 1-29 MUD		Communitization Agreement	K0032723	Enron Oil and Gas Company, et al.	Effective 02/24/92		Sublette
MP 3-03		Letter Agreement	K0030408	Big Piney Oil & Gas Company, as Farmor, and Lang & Holt Engineering Company, as Farmee	02/05/88	Book 81 O&G, Page 219	Sublette

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
NCB 2-23		Communitization Agreement	K0030354	Enron Oil & Gas Company, et al.	12/06/89		Sublette
NCB 4-23		Communitization Agreement	K0030354	Enron Oil & Gas Company, et al.	12/06/89		Sublette
Red Hill 1-18		Letter Agreement	K0030672	Belco Petroleum Corporation and Mobil Oil Corporation	11/27/79		Sublette
S 33-28		Operating Agreement, as amended	K0030557	Wexpro Company, as Operator, and Belco Petroleum Corporation, as Non-Operator	11/10/81		Sublette
SHB 1-08 F		Communitization Agreement	K0030451	Enron Oil & Gas Company, Mobil Oil Corporation, Phillips Petroleum Company, et al.	Effective 06/20/66; Effective 01/01/90, Revised	Book 278 PR, Page 100, No. 708336	Lincoln
SHB 1-08 M		Communitization Agreement	K0030451	Enron Oil & Gas Company, Mobil Oil Corporation, Phillips Petroleum Company, et al.	Effective 06/20/66; Effective 01/01/90, Revised	Book 278 PR, Page 100, No. 708336	Lincoln
SHB 12-04		Communitization Agreement	K0030541	Belco Petroleum Corporation, Texaco, Inc., et al.	06/01/82	Book 195 PR, Page 837, No. 589700	Lincoln
SHB 12-04		Operating Agreement	K0030539	Belco Petroleum Corporation, as Operator, and Texaco, Inc., as Non-Operator	04/01/66		Sublette
SHB 13-08		Communitization Agreement	K0030451	Enron Oil & Gas Company, Mobil Oil Corporation, Phillips Petroleum Company, et al.	Effective 06/20/66; Effective 01/01/90, Revised	Book 278 PR, Page 100, No. 708336	Lincoln

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
SHB 15-04		Communitization Agreement, as amended	K0032277	Enron Oil & Gas Company, et al.	Effective 10/01/89; Effective 05/01/91, Amended	Book 87 O&G, Page 354, Sublette County; Book 302 PR, Page 400, Lincoln County	Sublette & Lincoln
SHB 4-09 F		Communitization Agreement	K0030452	Belco Petroleum Corporation, et al.	Effective 09/01/66; Effective 11/01/74, Revised	Book 278 PR, Page 119, No. 708337	Lincoln
SHB 4-09 M		Communitization Agreement	K0030452	Belco Petroleum Corporation, et al.	Effective 09/01/66; Effective 11/01/74, Revised	Book 278 PR, Page 119, No. 708337	Lincoln
SLB 1-04		Communitization Agreement	K0030541	Belco Petroleum Corporation, Texaco, Inc., et al.	06/01/82	Book 195 PR, Page 837, No. 589700	Lincoln
SLB 1-04		Operating Agreement	K0030539	Belco Petroleum Corporation, as Operator, and Texaco, Inc., as Non-Operator	04/01/66		Sublette
SLB 1-04		Communitization Agreement	K0030538	Belco Petroleum Corporation, Texaco, Inc., et al.	04/15/66		Lincoln
SLB 2-28		Notice	K0032166	Belfer Natural Gas Company	11/07/58	Book 2, Page 345	Sublette

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EXHIBIT A
PERMITTED ENCUMBRANCES

UNIT NAME	PA NAME	CONTRACT NAME	CONTRACT NO.	PARTIES	DATE	RECORDATION	COUNTY
SLB 3-33		Communitization Agreement	K0032277	Enron Oil & Gas Company, et al.	Effective 10/01/89; Effective 05/01/91, Amended	Book 87 O&G, Page 354, Sublette County; Book 302 PR, Page 400, Lincoln County	Sublette & Lincoln
SLB 6-28		Notice	K0032166	Belfer Natural Gas Company	11/07/58	Book 2, Page 345	Sublette
SLB 7-28A		Notice	K0032166	Belfer Natural Gas Company	11/07/58	Book 2, Page 345	Sublette
Term Draw 3-15		Communitization Agreement, Contract No. WYW126088	K0032600	Enron Oil & Gas Company, as Operator, and Western Oil Refining Company, et al.	Effective 07/24/91	Book 88 O&G, Page 569	Sublette

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PART III

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SUBJECT WELLS

ELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
& H 1-01	07300-00-00-1	WY	SUBLETTE	1.0000000	.8500000	1.0000000	.8500000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNE 01-27N-114W							
44-25	02020-00-00-1	WY	SUBLETTE	1.0000000	.8375000	1.0000000	.8375000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SESE 25-29N-113W							
62-14	02030-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SESW 14-29N-113W							
63-26	02031-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SESE 26-29N-113W							
69 TC-03	02034-00-00-1	WY	SUBLETTE	1.0000000	.8317500	1.0000000	.8317500
OPERATOR: EOG			FORMATION: TRANSITION (TUBING)				
DESCRIPTION: SWNE 3-29N-113W							
69 TC-03	02034-01-00-1	WY	SUBLETTE	1.0000000	.8317500	1.0000000	.8317500
OPERATOR: EOG			FORMATION: ALMY (CASING)				
DESCRIPTION: SWNE 3-29N-113W							
9A-14 LW	02041-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NWNW 14-29N-113W							
ESS CANYON 5-35	19887-00-00-1	WY	SUBLETTE	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: 760' FNL & 460' FEL, SEC. 35-27N-112W, (NENE)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 11-23	02396-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWSW 23-28N-113W							
BNG 110-09 F CW	02397-00-00-1	WY	LINCOLN	1.0000000	.8216250	1.0000000	.8216250
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENW 9-26N-113W							
BNG 110-09 M CW	02397-01-00-1	WY	LINCOLN	1.0000000	.8216250	1.0000000	.8216250
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: SENW 9-26N-113W							
BNG 111-04 F	02398-00-00-1	WY	LINCOLN	.6250000	.5125000	.6250000	.5125000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNW 4-26N-113W							
BNG 111-04 M	02398-01-00-1	WY	LINCOLN	.6250000	.5125000	.6250000	.5125000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: SWNW 4-26N-113W							
BNG 15-32 PW	02413-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NESE 32-28N-113W							
BNG 16-05 PW	02414-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NENE 5-27N-113W							

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SUBJECT WELLS

ELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
NG 17-05 PW	02415-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESE 5-27N-113W							
NG 18-17 PW	02417-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNE 17-27N-113W							
NG 19-08 PW	02418-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSW 8-27N-113W							
NG 21-20 PW	02422-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NENE 20-27N-113W							
NG 22-05 PW	02423-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWSW 5-27N-113W							
NG 25-09 PW	02425-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESW 9-27N-113W							
NG 26-21 PW	02426-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NENE 21-27N-113W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 27-04	PW	02427-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SESW 4-27N-113W								
BNG 28-33	PW	02428-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SESE 33-28N-113W								
BNG 29-33	PW	02429-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNE 33-28N-113W								
BNG 30-28 F	VPU	02431-00-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 2354'FSL & 1539'FWL, SEC. 28-27N-113W, (NESW)								
BNG 30-28 M	VPU	02431-01-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG				FORMATION: MUDDY				
DESCRIPTION: 2354' FSL & 1539' FWL, SEC. 28-27N-113W, (NESW)								
BNG 31-21	LW	02432-00-00-1	WY	SUBLETTE	.5000000	.4375000	.5000000	.4375000
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NENW 21-27N-112W								
BNG 34-04 F		02434-00-00-1	WY	LINCOLN	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNE 4-26N-113W								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 34-04 M	02434-01-00-1	WY	LINCOLN	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: NWNE 4-26N-113W							
BNG 36-16 PW	02435-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENE 16-27N-113W							
BNG 37-33	02436-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSE 33-27N-113W							
BNG 37-33	02436-01-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: NESE, SEC. 33-27N-113W							
BNG 37-33	02436-02-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NESE, SEC. 33-27N-113W							
BNG 38-09 PW	02437-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNW 9-27N-113W							
BNG 39-04	02438-00-00-1	WY	LINCOLN	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NESE 4-26N-113W							
BNG 42-04	02444-00-00-1	WY	LINCOLN	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NWNE 4-26N-113W							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 43-28 VPU	02445-00-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NESW 28-27N-113W							
BNG 45-04	02447-00-00-1	WY	LINCOLN	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NENE 4-26N-113W							
BNG 49-33 PW	02451-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: LOT 2 (SESW) 33-28N-113W							
BNG 5-08 PW	02454-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESE 8-27N-113W							
BNG 50-16 PW	02455-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNW 16-27N-113W							
BNG 51-04 PW	02456-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENW 4-27N-113W							
BNG 81-08 PW	02491-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NESE 8-27N-113W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 92-28 B	02500-02-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: SESW 28-27N-113W							
BNG 92-28 F	02500-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESW 28-27N-113W							
BNG 92-28 M	02500-01-00-1	WY	SUBLETTE	1.0000000	.8300000	1.0000000	.8300000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: SESW 28-27N-113W							
BURLEY #1	20029-00-00-1	WY	SUBLETTE	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1950' FEL & 920' FNL, SEC. 19-28N-113W, (NWNE)							
CBU 1-04 PW	03153-00-00-1	WY	SUBLETTE	1.0000000	.8263918	1.0000000	.8263918
OPERATOR: EOG			FORMATION: FRONTIER A				
DESCRIPTION: SESE 4-28N-113W							
CBU 11-34 PW	03155-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG			FORMATION: FRONTIER "D-E"				
DESCRIPTION: SESE 34-28N-113W							
CBU 12-19 LW	03156-00-00-1	WY	SUBLETTE	1.0000000	.8545625	1.0000000	.8545625
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSE 19-28N-112W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
CBU 13-25 PW	03157-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG			FORMATION: FRONTIER "D-E"				
DESCRIPTION: NWNE 25-28N-113W							
CBU 14-36 PW	03158-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG			FORMATION: FRONTIER "D-E"				
DESCRIPTION: NESW 36-28N-113W							
CBU 16-25 LW	03159-01-00-1	WY	SUBLETTE	1.0000000	.8290000	1.0000000	.8290000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NWSW 25-28N-113W							
CBU 17-35 PW	03160-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG			FORMATION: FRONTIER "D-E"				
DESCRIPTION: SWSE 35-28N-113W							
CBU 18-34 PW	03161-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG			FORMATION: FRONTIER "D-E"				
DESCRIPTION: SESW 34-28N-113W							
CBU 19-34 PW	03162-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG			FORMATION: FRONTIER "D-E"				
DESCRIPTION: NENE 34-28N-113W							
CBU 2-35 PW	03163-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG			FORMATION: FRONTIER "D-E"				
DESCRIPTION: SENW 35-28N-113W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
CBU 20-34	PW	03164-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG				FORMATION: FRONTIER "D-E"				
DESCRIPTION: NENW 34-28N-113W								
CBU 22-35	PW	03166-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG				FORMATION: FRONTIER "D-E"				
DESCRIPTION: SESW 35-28N-113W								
CBU 23-34	PW	03167-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG				FORMATION: FRONTIER "D-E"				
DESCRIPTION: SENE 34-28N-113W								
CBU 26-34	PW	03169-00-00-1	WY	SUBLETTE	.1000000	.8391339	1.0000000	.8391339
OPERATOR: EOG				FORMATION: FRONTIER "D-E"				
DESCRIPTION: SESE 34-28N-113W								
CBU 27-34	PW	03170-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG				FORMATION: FRONTIER "D-E"				
DESCRIPTION: NWNE 34-28N-113W								
CBU 28-23	PW	19704-00-00-1	WY	SUBLETTE	.9666666	.8273960	.9666666	.8273960
OPERATOR: EOG				FORMATION: FRONTIER "B"				
DESCRIPTION: 860' FNL & 1780' FWL, SEC 23-28N-113W (NENW)								
CBU 3-34	PW	03171-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG				FORMATION: FRONTIER "D-E"				
DESCRIPTION: NWSE 34-28N-113W								

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
CBU 36-26	LW	03172-01-00-1	WY	SUBLETTE	1.0000000	.8321055	1.0000000	.8321055
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: SWSE 26-28N-113W								
CBU 36-26	PW	03172-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG				FORMATION: FRONTIER "D-E"				
DESCRIPTION: SWSE 26-28N-113W								
CBU 38-14	LW	19705-01-00-1	WY	SUBLETTE	1.0000000	.8665624	1.0000000	.8665624
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: SWSW 14-28N-113W								
CBU 38-14	PW	19705-00-00-1	WY	SUBLETTE	.9666666	.8273960	.9666666	.8273960
OPERATOR: EOG				FORMATION: FRONTIER PA "B"				
DESCRIPTION: 460' FSL, 460' FWL, SEC 14-28N-113W (SWSW)								
CBU 5-14	PW	03174-00-00-1	WY	SUBLETTE	.9666666	.8273960	.9666666	.8273960
OPERATOR: EOG				FORMATION: FRONTIER "B"				
DESCRIPTION: NESW 14-28N-113W								
CBU 7-27	PW	03177-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: FRONTIER "C"				
DESCRIPTION: SENW 27-29N-113W								
CBU 9-26	LW	03178-00-00-1	WY	SUBLETTE	1.0000000	.8090191	1.0000000	.8090191
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNE 26-28N-113W								

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
CDR CRK 1-32	03181-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NWNE 32-27N-113W							
CDR CRK 12-32 CW	01491-00-00-1	WY	SUBLETTE	1.0000000	.8475000	1.0000000	.8475000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 574' FSL & 1223' FEL 32-27N-113W (SESE)							
CDR CRK 15-05	19818-00-00-1	WY	LINCOLN	.6000000	.5113528	.6000000	.5113528
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 815' FNL, 2415' FWL 5-26N-113W LOT 3							
CDR CRK 16-05 LW	19819-00-00-1	WY	LINCOLN	.6000000	.5113528	.6000000	.5113528
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1950' FNL & 1800' FEL 5-26N-113W (LOT 7)							
CDR CRK 17-05 LW	21395-00-00-1	WY	LINCOLN	.6000000	.5135000	.6000000	.5135000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 796' FNL, 900' FEL 5-26N-113W (LOT 1)							
CDR CRK 2-33	01013-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: SESE 33-27N-113W							
CDR CRK 7-33 LW	01489-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 2800' FEL & 630' FNL 33-27N-113W (NENW)							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
CDR CRK 8-32 LW	01490-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 2250' FNL & 2160' FEL 32-27N-113W (SWNE)							
CH FED 2-17	03213-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SENW 17-30N-113W							
CH FED 2-17	03213-01-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: SENW 17-30N-113W							
CH FED 24-08	03214-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SESW 8-30N-113W							
CH FED 24-08	03214-01-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: SESW 8-30N-113W							
CONNELLY A 1C-32 LW	00911-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWNE 32-27N-113W							
CONNELLY A 1C-33 BX	03466-01-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NWSW 33-27N-113W							
CONNELLY B 1C-33 LW	03467-02-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 636' FNL, 662' FWL 33-27N-113W (NWNW)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ONNELLY B 1C-33 F	03467-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWNW 33-27N-113W							
ONNELLY B 1C-33 M	03467-01-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: NWNW 33-27N-113W							
OW HOLLOW UNIT 21	21875-00-00-1	WY	LINCOLN	.0000000	.0000000	.0000000	.0000000
OPERATOR: AMOCO PRODUCTION COMPANY			FORMATION:				
DESCRIPTION: SENE SEC. 21-22N-112W							
UTTHROAT 1-34 LW	19022-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG			FORMATION: ALMY L ZONE				
DESCRIPTION: 1320' FEL, 2340' FNL 34-29N-113W S/2NE							
ST CAN 20-13 CW	01631-00-00-1	WY	LINCOLN	1.0000000	.8470250	1.0000000	.8470250
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 1664' FNL, 1120' FEL 13-26N-112W LOT 2, SENE							
LB 1-33 PW	07689-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESE 33-27N-112W							
LB 10-04 PW	07690-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNW 4-26N-112W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ELB 11-05	PW	07691-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNE 5-26N-112W								
ELB 12-27	LW	07692-00-00-1	WY	SUBLETTE	.5000000	.4180850	.5000000	.4180850
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SENW 27-27N-112W								
ELB 15-29	PW	07693-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NENE 29-27N-112W								
ELB 17-33	PW	07695-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWSW 33-27N-112W								
ELB 19-28	PW	07699-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWSW 28-27N-112W								
ELB 2A-33	PW	07701-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NENW 33-27N-112W								
ELB 20-21	PW	07703-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NESW 21-27N-112W								

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ELB 21-29	PW	07705-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNW 29-27N-112W								
ELB 22-32	PW	07706-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNW 32-27N-112W								
ELB 23-05	PW	07707-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNW 5-26N-112W								
ELB 24-05	PW	07708-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SESE 5-26N-112W								
ELB 25-32	PW	07709-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SESE 32-27N-112W								
ELB 27-32	PW	07711-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNE 27-27N-112W								
ELB 29-28	PW	07713-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NESE 28-27N-112W								

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ELB 30-21 PW	07714-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: LOT 8 21-27N-112W							
ELB 31-21	21474-00-00-1	WY	SUBLETTE	.5137380	.4433424	.5137380	.4433424
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 630' FNL, 825' FEL 21-27N-112W NENE							
ELB 32-33 PW	07716-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWNW 33-27N-112W							
ELB 33-28 PW	07717-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENW 28-27N-112W							
ELB 34-08 PW	07718-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENE 8-26N-112W							
ELB 35-05 PW	07719-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESW 5-26N-112W							
ELB 36-08 PW	07720-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNW 8-26N-112W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ELB 37-04	PW	07721-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NESW 4-26N-112W								
ELB 41-28	PW	01517-00-00-1	WY	SUBLETTE	1.0000000	.8656687	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NESW 28-27N-112W								
ELB 5-28	PW	07730-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNE 28-27N-112W								
ELB 59-04D		21475-00-00-1	WY	LINCOLN	.5137380	.4433424	.5137380	.4433424
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 738' FSL, 936' FEL 4-26N-112W SESE								
ELB 61-05	PW	19128-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SENE 5-26N-112W								
ELB 62-05	PW	01518-00-00-1	WY	LINCOLN	1.0000000	.8656687	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: LOT 14 5-26N-112W								
ELB 63-08	PW	01519-00-00-1	WY	LINCOLN	1.0000000	.8646549	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: LOT 14 8-26N-112W								

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ELB 68-22	PW	01645-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWSW 22-27N-112W								
ELB 7-29	PW	07732-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NESW 29-27N-112W								
ELB 8-32	PW	07733-00-00-1	WY	SUBLETTE	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NESW 32-27N-112W								
ELB 9-08	PW	07734-00-00-1	WY	LINCOLN	.5137380	.4443563	.5137380	.4443563
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: LOT 8 8-26N-112W								
FFC 1-15	PW	07977-00-00-1	WY	SUBLETTE	1.0000000	.8573513	1.0000000	.8573513
OPERATOR: EOG				FORMATION: FRONTIER/BEAR RIVER MUDDY				
DESCRIPTION: 1650' FSL, 1650' FWL 15-27N-112W NESW								
FFC 10-15	PW	07978-00-00-1	WY	SUBLETTE	1.0000000	.8573513	1.0000000	.8573513
OPERATOR: EOG				FORMATION: FRONTIER/BEAR RIVER MUDDY				
DESCRIPTION: 2070' FEL, 2125' FNL 15-27N-112W SWNE								
FFC 13-10	PW	19703-00-00-1	WY	SUBLETTE	1.0000000	.8573513	1.0000000	.8573513
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 813' FSL, 2170' FEL 10-27N-112W SWSE								

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WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FFC 2-12	CW	07980-00-00-1	WY	SUBLETTE	.8062500	.6843437	.8062500	.6843437
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SENE 12-27N-112W								
FFC 2-12	CW	07985-00-00-1	WY	SUBLETTE	.9000000	.7645000	.9000000	.7645000
OPERATOR: EOG				FORMATION: MUDDY				
DESCRIPTION: SENE 12-27N-112W								
FFC 3-12	LW	07986-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: BEAR RIVER				
DESCRIPTION: 1300' FSL, 500' FEL 12-27N-112W SESE								
FFC 3-12	LW	07986-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1300' FSL, 500' FEL 12-27N-112W SESE								
FFC 4-13	LW	07987-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: MUDDY				
DESCRIPTION: NENE 13-27N-112W								
FFC 5-13	LW	07988-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: MUDDY				
DESCRIPTION: NESE 13-27N-112W								
FFC 6-31	LW	07989-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG				FORMATION: BEAR RIVER				
DESCRIPTION: SWNE 31-28N-111W								
FFC 7-31 (BR)	CW	07990-00-00-1	WY	SUBLETTE	.6644060	.5448468	.6383445	.5237694
OPERATOR: EOG				FORMATION: BEAR RIVER				
DESCRIPTION: 1320' FSL, 519' FEL 31-28N-111W NWSE								

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FFC 8-30	LW	07991-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG				FORMATION: BEAR RIVER				
DESCRIPTION: NESW 30-28N-111W								
FFF 1-1	LW	07983-01-00-1	WY	SUBLETTE	.8750000	.7343750	.8750000	.7343750
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SESE 1-27N-112W								
FFF 7-31 (FRONT)	CW	07990-01-00-1	WY	SUBLETTE	.6644060	.5448468	.6031350	.4954258
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 1320' FSL, 519' FEL 31-28N-111W NESE								
FONTENELLE RES 1-22		20037-00-00-1	WY	LINCOLN	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 1495' FNL, 1120' FEL 22-25N-112W SENE								
GRB B 1-1	PW	01440-00-00-1	WY	LINCOLN	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1366' FNL, 1664' FWL 1-26N-113W LOT 37, SENW								
GRB B 10-12	PW	19758-00-00-1	WY	LINCOLN	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 234' FNL, 2734' FEL 12-26N-113W LOT 37, NENW								
GRB B 11-30	LW	21396-00-00-1	WY	LINCOLN	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 560' FWL, 1900' FNL 30-27N-112W LOT 2, SWNW								

9/24/92 SUBJECT WELLS

ELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
RB B 13-30 LW	21397-00-00-1	WY	LINCOLN	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 200' FSL & 1200' FWL, SESW, 30-27N-112W							
RB B 14-31 LW	21398-00-00-1	WY	LINCOLN	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 925' FNL & 120 FWL, LOT 3 (NWNW), 31-27N-112W							
RB B 18-19 LW	21730-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: LOT 4, (SWSW), 19-27N-112W, 750' FSL & 560' FWL							
GRB B 2-36 PW	01582-00-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 580' FNL & 2650' FEL (NWNE), 36-27N-113W							
GRB B 4-36 PW	19753-00-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1900' FWL & 1700' FSL (NESW), 36,27N,113W							
GRB B 5-36 PW	19754-00-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1370' FSL & 1279' FEL, NESE, 36: 27N-113W							
GRB B 6-1 PW	19755-00-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 518' FNL & 1467' FEL, LOT 37, 1-26N-113W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB B 7-1	PW	19756-00-00-1	WY	LINCOLN	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 560' FEL & 2224' FNL (LOT 37) 1-26N-113W								
GRB B 9-1	PW	19757-00-00-1	WY	LINCOLN	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 2785' FEL & 3610' FNL, LOT 37, (SENW), 1-26N-113W								
GRB CP-1	PW	09455-00-00-1	WY	LINCOLN	.9198070	.6542040	.9198070	.6542040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWSE 7-26N-112W								
GRB CP-2	PW	09456-00-00-1	WY	LINCOLN	.9198070	.6542040	.9198070	.6542040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: NESW 18-26N-112W								
GRB CP-5		09457-00-00-1	WY	LINCOLN	.9198070	.6542040	.9198070	.6542040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SESW 6-26N-112W								
GRB 1-19	PW	09518-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWNE 19-27N-112W								
GRB 10-09	PW	09519-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SENW 9-27N-112W								

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SUBJECT WELLS

ELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
RB 100-35 PW	09520-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SEC. 35-27N-113W, (NWNW)							
RB 102-36 BR PW	01595-01-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: 560' FNL & 2700' FEL (NWNE), SEC 36-27N-113W							
RB 102-36 F PW	01595-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 560' FNL & 2700' FEL (NWNE) SEC 36-27N-113W							
GRB 12-07 LW	09521-00-00-1	WY	LINCOLN	.9198070	.6542040	.9198070	.6542040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWNE 7-26N-112W							
GRB 13-17 PW	09522-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWSE 17-27N-112W							
GRB 136-18 F PW	21399-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 334' FNL & 1910' FWL, 18-26N-112W, NENW							
GRB 136-7 F LW	01598-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 334' FNL & 1910' FWL, 18-26N-112W, NENW							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 137-18 F PW	21400-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 2600' FNL & 150' FWL, LOT 2,(SWNW) 18-26N-112W							
GRB 138-18 F (C) PW	21401-01-00-1	WY	LINCOLN	.9180700	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 1642' FEL & 2058' FNL, SWNE, 18-26N-112W							
GRB 138-18 F (T) PW	21401-00-00-1	WY	LINCOLN	.9180700	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 1642' FEL & 2058' FNL, SWNE, 18-26N-112W							
GRB 14-20 PW	09523-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SESW 20-27N-112W							
GRB 141-01 BR PW	01584-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: 550' FNL & 1500' FEL (NWNE) SEC 1-26N-113W							
GRB 141-01 F PW	01584-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 550' FNL & 1500' FEL (NWNE) SEC 1-26N-113W							
GRB 148-2 BR PW	01586-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER/35% ALLOCATION				
DESCRIPTION: 400' FSL & 2350' FWL, 2-26N-113W, SESW							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 148-2 F PW	01586-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: ENRON OIL & GAS			FORMATION: FRONTIER A-B / 65% ALLOC				
DESCRIPTION: 400' FSL & 2350' FWL, 2-26N-113W, SESW							
GRB 149-10 BR LW	19854-01-00-1	WY	LINCOLN	1.0000000	.8500000	1.0000000	.8500000
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: 1770' FNL & 358' FEL, SEC. 10-26N-113W, (SENE)							
GRB 149-10 F PW	19854-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 1770' FNL & 358' FEL, SEC. 10-26N-113W, (SENE)							
GRB 15-07 PW	09524-00-00-1	WY	SUBLETTE	1.0000000	.8453506	1.0000000	.8453506
OPERATOR: EOG			FORMATION: FRONTIER "C"				
DESCRIPTION: NENW 7-27N-112W							
GRB 150-10 PW	20064-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 1790' FSL & 500' FEL, NESE, 10-26N-113W							
GRB 152-11 PW	01580-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 2391' FEL & 2615' FNL, SEC. 11-26N-113W, (SWNE)							
GRB 159-13 PW	19855-00-00-1	WY	LINCOLN	.9198070	.7792080	.9198070	.7792080
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 800' FWL & 2100' FNL, SWNW, 13-26N-113W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 16-33	LW	09525-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNW 33-28N-112W								
GRB 160-14	PW	19856-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: 2398' FNL & 2330' FEL, SWNE, 14-26N-113W								
GRB 166-18	PW	09526-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: 497' FWL & 635' FSL, SEC. 18-26N-112W, (LOT 4)								
GRB 17-11 BR	PW	09527-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG				FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SWSE 11-26N-113W								
GRB 17-11 F	PW	09527-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWSE 11-26N-113W								
GRB 173-15 F	PW	21402-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: 400' FEL & 1570' FNL, SENE, 15-26N-113W								
GRB 175-10	PW	20065-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: 50' FSL & 50' FEL, 10-26N-113W, SESE								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 18-01 BR PW	09528-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SENW 1-26N-113W							
GRB 18-01 F PW	09528-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SENW 1-26N-113W							
GRB 188-22 F PW	21403-00-00-1	WY	LINCOLN	1.0000000	.8472298	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 590' FNL & 600' FEL, LOT 1 (NENE), 22-26N-113W							
GRB 19-35 BR PW	09529-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NWSE 35-27N-113W							
GRB 19-35 F PW	09529-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSE 35-27N-113W							
GRB 2-12 PW	09532-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: LOT 37 12-26N-113W							
GRB 21-34 F PW	09534-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SENE 34-27N-113W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 21-34 M PW	09534-01-00-1	WY	SUBLETTE	.8089570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SENE 34-27N-113W							
GRB 22-27 BR PW	09535-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SWNE 27-27N-113W							
GRB 22-27 F PW	09535-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWNE 27-27N-113W							
GRB 23-02 BR PW	09536-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NWNW 2-26N-113W							
GRB 23-02 F PW	09536-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWNW 2-26N-113W							
GRB 24-02 PW	09537-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSW 2-26N-113W							
GRB 25-02 F PW	09538-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SESE 2-26N-113W							

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SUBJECT WELLS

LL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
RB 27-14 PW	09539-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWSE 14-26N-113W							
RB 28-18 PW	09540-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NESE 18-27N-112W							
RB 29-30 PW	09541-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NENW 30-27N-112W							
RB 29-30 BAXTER LW	09541-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 500' FNL & 1320' FWL, NENW 30-27N-112W							
GRB 3-31 PW	09543-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSE 31-27N-112W							
GRB 30-15 PW	09544-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NESE 15-26N-113W							
GRB 30-15 BAXTER LW	09544-01-00-1	WY	LINCOLN	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NESE 15-26N-113W							

SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 33-06	PW	09545-00-00-1	WY	SUBLETTE	1.0000000	.8453530	1.0000000	.8453530
OPERATOR: EOG				FORMATION: FRONTIER "C"				
DESCRIPTION: SWSE 6-27N-112W								
GRB 34-06	PW	09546-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWNE 6-26N-112W								
GRB 35-07	PW	09547-00-00-1	WY	SUBLETTE	1.0000000	.8453530	1.0000000	.8453530
OPERATOR: EOG				FORMATION: FRONTIER "C"				
DESCRIPTION: SESE 7-27N-112W								
GRB 36-18	PW	09548-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SESW 18-27N-112W								
GRB 37-20	PW	09549-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: NENW 20-27N-112W								
GRB 38-36	PW	09550-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: 1345' FNL & 500' FEL SENE 36-27N-113W								
GRB 38-36	PW	09550-01-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1345' FNL 500' FEL, SENE, 36-27N-113W								
GRB 39A-31	LW	09551-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1600' FNL & 1600' FWL, SEC. 31-27N-112W, (SENW)								

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 39A-31	PW	09551-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: 1600' FNL & 1600' FWL, SEC. 31-27N-112W, (SENW)								
GRB 4-13	PW	09553-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: LOT 37 13-26N-113W								
GRB 41-36 BR	PW	09554-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG				FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SWNW 36-27N-113W								
GRB 41-36 F	PW	09554-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWNW 36-27N-113W								
GRB 42-13	PW	09555-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: NWNW 13-26N-113W								
GRB 43-11 F	PW	09556-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWNW 11-26N-113W								
GRB 43-11 M	PW	09556-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG				FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SWNW 11-26N-113W								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 44-14 PW	09557-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NENW 14-26N-113W							
GRB 44-14 BAXTER LW	09557-01-00-1	WY	LINCOLN	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NENW 14-26N-113W							
GRB 45-12 PW	09558-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: LOT 37 12-26N-113W							
GRB 46-01 PW	09559-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: LOT 37 1-26N-113W							
GRB 46-1A B PW	09559-01-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 5262' FNL & 963' FEL, LOT 37, 1-26N-113W							
GRB 47-02 PW	09560-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWNE 2-26N-113W							
GRB 49-19 PW	09561-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SESE 19-27N-113W							

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WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 49-19 BAXTER LW	09561-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: SESE 19-27N-113W							
GRB 50-30 PW	09563-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SENE 30-27N-112W							
GRB 50-30 BAXTER LW	09563-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: SENE 30-27N-112W							
GRB 51-01 PW	09564-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: LOT 37 1-26N-113W							
GRB 52-35 BR PW	09565-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NWSW 35-27N-113W							
GRB 52-35 F PW	09565-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSW 35-27N-113W							
GRB 53-23 LW	09566-01-00-1	WY	LINCOLN	1.0000000	.8350000	1.0000000	.8350000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NWNW 23-26N-113W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 53-23	PW	09566-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: NWNW 23-26N-113W								
GRB 54-36 F	PW	09567-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWSW 36-27N-113W								
GRB 54-36 M	PW	09567-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG				FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SWSW 36-27N-113W								
GRB 55-01 BR	PW	09568-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG				FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SENE 1-26N-113W								
GRB 55-01 F	PW	09568-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SENE 1-26N-113W								
GRB 57-06	PW	00569-00-00-1	WY	SUBLETTE	1.0000000	.8453531	1.0000000	.8453531
OPERATOR: EOG				FORMATION: FRONTIER "C"				
DESCRIPTION: SENE 6-27N-112W								
GRB 58-18	PW	09570-00-00-1	WY	LINCOLN	.9198070	.6542040	.9198070	.6542040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: NENE 18-26N-112W								

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SUBJECT WELLS

LL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
B 59-7	PW	09571-00-00-1	WY	SUBLETTE	1.0000000	.8453531	1.0000000	.8453531
OPERATOR: EOG				FORMATION: FRONTIER "C"				
DESCRIPTION: SWNE 7-27N-112W								
B 6-30	PW	09573-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SWSE 30-27N-112W								
B 6-30 BAXTER	LW	09573-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: SWSE 30-27N-112W								
RB 60-17	PW	09574-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SESW 17-27N-112W								
RB 63-35 BR	PW	09577-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG				FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SENE 35-27N-113W								
RB 63-35 F	PW	09577-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG				FORMATION: FRONTIER A-B				
DESCRIPTION: SENE 35-27N-113W								
RB 64-11 BR	PW	09578-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG				FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NWNE 11-26N-113W								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 64-11 F PW	09578-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWNE 11-26N-113W							
GRB 65-14 PW	09579-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSW 14-26N-113W							
GRB 66-17 PW	09580-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWNE 17-27N-112W							
GRB 67-06 PW	09582-00-00-1	WY	SUBLETTE	1.0000000	.8453531	1.0000000	.8453531
OPERATOR: EOG			FORMATION: FRONTIER "C"				
DESCRIPTION: NESW 6-27N-112W							
GRB 68-30 PW	09583-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NESW 30-27N-113W							
GRB 68-30 BAXTER LW	09583-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NESW 30-27N-113W, 1500' FWL & 2150' FSL							
GRB 69-19 PW	09584-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NENW 19-27N-112W							

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WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 69-19 BAXTER LW	09584-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1300' FNL & 1650' FWL, NENW, 19-27N-112W							
GRB 7-06 PW	09585-00-00-1	WY	SUBLETTE	1.0000000	.8453530	1.0000000	.8453530
OPERATOR: EOG			FORMATION: FRONTIER "C"				
DESCRIPTION: SENW 6-27N-112W							
GRB 70-19 PW	09586-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NESW 19-27N-112W							
GRB 70-19 BAXTER LW	09586-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NESW 19-27N-112W							
GRB 71-06 PW	09587-00-00-1	WY	LINCOLN	.9198070	.6542040	.9198070	.6542040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SESE 6-26N-112W							
GRB 72-27 BR PW	09588-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: 1407' FEL & 2532' FSL, SEC. 27-27N-113W, (NWSE)							
GRB 72-27 F PW	09588-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 1407' FEL & 2532' FSL, SEC. 27-27N-113W, (NWSE)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 73-17 F PW	09589-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWNW 17-27N-112W							
GRB 74-31 PW	09590-02-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1000' FWL & 1350' FSL, E2SW, 31-27N-112W							
GRB 74-31 F PW	09590-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: E2SW 31-27N-112W							
GRB 74-31 M PW	09590-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: E2SW 31-27N-112W							
GRB 75-31 PW	09591-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: E NE 31-27N-112W							
GRB 75-31 BAXTER LW	09591-01-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: NENE 31-27N-112W							
GRB 76-14 BR PW	09592-01-00-1	WY	LINCOLN	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NENE 14-26N-113W							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 76-14 F PW	09592-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NENE 14-26N-113W							
GRB 77-13 PW	09593-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWNE 13-26N-113W							
GRB 78-13 PW	09594-00-00-1	WY	LINCOLN	.9198070	.7601145	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSW 13-26N-113W							
GRB 79-12 PW	09595-02-00-1	WY	LINCOLN	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1320' FNL & 1320' FEL, NENE, 12-26N-113W							
GRB 79-12 BR LW	09595-01-00-1	WY	LINCOLN	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NENE 12-26N-113W							
GRB 79-12 F PW	09595-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 1320' FNL & 1320' FEL, SEC. 12-26N-113W, (NENE)							
GRB 8-36 BR PW	09596-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NESE, 36-27N-113W							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 8-36 F PW	09596-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NESE 36-27N-113W							
GRB 80-07 BR LW	09597-01-00-1	WY	LINCOLN	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NENW 7-26N-112W							
GRB 80-07 F PW	09597-00-00-1	WY	LINCOLN	.9198070	.7792040	.9898070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NENW 7-26N-112W							
GRB 81-36 BR PW	09598-01-00-1	WY	SUBLETTE	1.0000000	.8750000	.8289570	.8750000
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: SWNE 36-27N-113W							
GRB 81-36 F PW	09598-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWNE 36-27N-113W							
GRB 82-6 PW	09599-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 800' FWL & 2200' FNL, SENW, 6-26N-112W							
GRB 82-6 PW	09599-01-00-1	WY	SUBLETTE	1.0000000	.8623168	1.0000000	.8623168
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 800' FWL & 2200' FNL, SENW, 6-26N-112W							
GRB 83-07 BR LW	09600-01-00-1	WY	LINCOLN	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NWSW 7-26N-112W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 83-07 F PW	09600-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSW 7-26N-112W							
GRB 84-18 PW	09601-00-00-1	WY	LINCOLN	.9198070	.6542040	.9198070	.6542040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NENW 18-26N-112W							
GRB 85-12 PW	09603-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SWSW 12-26N-113W							
GRB 87-11 PW	09605-00-00-1	WY	LINCOLN	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWSW 11-26N-113W							
GRB 88-35 PW	09606-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SENW 35-27N-113W							
GRB 90-34 PW	01520-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: 480' FEL & 2358' FNL (SENE) SECTION 34, T27N, R113W							
GRB 94-27 F PW	09614-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: SESE 27-27N-113W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB 98-27 BR/MUD PW	01521-01-00-1	WY	SUBLETTE	.8289570	.7060032	.8289570	.7060032
OPERATOR: EOG			FORMATION: BEAR RIVER/85% ALLOCATION				
DESCRIPTION: 788' FNL & 2849' FWL (NWNE), SECTION 27, T27N-R113W							
GRB 98-27 FR PW	01521-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER / 15% ALLOCATION				
DESCRIPTION: 788' FNL & 2849' FWL (NWNE), SECTION 27, T27N-R113W							
GRB 99-27 BR PW	09616-01-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: BEAR RIVER MUDDY				
DESCRIPTION: NENE 27-27N-113W							
GRB 99-27 F PW	09616-00-00-1	WY	SUBLETTE	.9198070	.7792040	.9198070	.7792040
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NENE 27-27N-113W							
HAIRSEAR 1-22 LW	19024-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: ALMY K SAND				
DESCRIPTION: 690' FEL & 1730' FNL, SEC. 22-29N-113W, (SENE)							
HORSESHOE BEND 1-20	01130-00-00-1	WY	SUBLETTE	1.0000000	.8750000	.5000000	.4375000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NENE 20-27N-112W							
HORSESHOE BEND 2-21	01131-00-00-1	WY	SUBLETTE	1.0000000	.8750000	.5000000	.4375000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWNW 21-27N-112W							

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
JORY HILL 1-29 MUD	19908-01-00-1	WY	SUBLETTE	.5000000	.4068750	.5000000	.4068750
OPERATOR: EOG			FORMATION: MUDDY 16% ALLOCATION				
DESCRIPTION: 2240' FNL & 1104' FEL, SEC. 29-27N-113W (SENE)							
JORY HILL 1-29 FR LW	19908-00-00-1	WY	SUBLETTE	.5000000	.4068750	.5000000	.4068750
OPERATOR: EOG			FORMATION: FRONTIER 84% ALLOCATION				
DESCRIPTION: 2240' FNL & 1104' FEL, SEC. 29-27N-113W, (SENE)							
LANSDALE FED 10-8 CW	19327-00-00-1	WY	LINCOLN	.0000000	.0000000	1.0000000	.8600000
OPERATOR: EOG			FORMATION: BEAR RIVER				
DESCRIPTION: NENW 8-26N-111W							
LANSDALE FED 10-8 CW	19327-01-00-1	WY	LINCOLN	.0000000	.0000000	1.0000000	.8600000
OPERATOR: EOG			FORMATION: 2ND FRONTIER				
DESCRIPTION: NENW 8-26N-111W							
MILLS 1-22	04426-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESE 22-28N-113W							
MP 10-3 LW	01500-00-00-1	WY	SUBLETTE	1.0000000	.8137500	1.0000000	.8137500
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: 718' FSL & 280' FEL, SEC. 3-29N-113W, (SESE)							
MP 12-10	10794-00-00-1	WY	SUBLETTE	1.0000000	.8101500	1.0000000	.8101500
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: NENE 10-29N-113W							
MP 14-11	10795-00-00-1	WY	SUBLETTE	1.0000000	.8600000	1.0000000	.8600000
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: SWNW 11-29N-113W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
MP 16-10	LW	10796-00-00-1	WY	SUBLETTE	1.0000000	.8125000	1.0000000	.8125000
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 460' FEL, & 2060' FSL, SEC. 10-29N-113W, (NESE)								
MP 17-11	LW	10797-00-00-1	WY	SUBLETTE	1.0000000	.8125000	1.0000000	.8125000
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 661' FWL, & 2800' FSL, SEC. 11-29N-113W, (NWSW)								
MP 19-10	LW	10798-00-00-1	WY	SUBLETTE	1.0000000	.8125000	1.0000000	.8125000
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 792' FSL, & 460' FEL, SEC. 10-29N-113W, (SESE)								
MP 20-11	LW	10799-00-00-1	WY	SUBLETTE	1.0000000	.8125000	1.0000000	.8125000
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 800' FSL, & 861' FWL, SEC. 11-29N-113W, (SWSW)								
MP 21-11	LW	01498-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 710' FSL & 1980' FWL, SEC. 11-29N-113W, (SESW)								
MP 23-14		10800-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG				FORMATION: TRANSITION				
DESCRIPTION: NENW 14-29N-113W								
MP 3-03		10791-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG				FORMATION: TRANSITION				
DESCRIPTION: NESE 03-29N-113W								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
MP 4-11	10792-00-00-1	WY	SUBLETTE	1.0000000	.8600000	1.0000000	.8600000
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: NWNW 11-29N-113W							
MP 5-3 LW	01502-00-00-1	WY	SUBLETTE	1.0000000	.8317500	1.0000000	.8317500
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: 2022' FNL & 461' FEL, SEC. 3-29N-113W, (SENE)							
MP 7-3 LW	01501-00-00-1	WY	SUBLETTE	1.0000000	.8137500	1.0000000	.8137500
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: 2029' FSL & 1830' FEL, SEC. 3-29N-113W, (NWSE)							
MP 9-03 LW	10801-00-00-1	WY	SUBLETTE	1.0000000	.8137500	1.0000000	.8137500
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: SWSE 03-29N-113W							
NCB 1-23	03152-00-00-1	WY	SUBLETTE	1.0000000	.8557813	1.0000000	.8557812
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENW 23-28N-113W							
NCB 2-23 CW	10941-00-00-1	WY	SUBLETTE	1.0000000	.7895050	1.0000000	.7895050
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 1331'FEL & 2098' FSL, SEC. 23-28N-113W, (TR 45)							
NCB 2-23 CW	10941-01-00-1	WY	SUBLETTE	1.0000000	.7895050	1.0000000	.7895050
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1331'FEL & 2098' FSL, SEC. 23-28N-113W, (TR 45)							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
NCB 4-23	CW	19891-00-00-1	WY	SUBLETTE	1.0000000	.7895050	1.0000000	.7895050
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 600'FSL & 1100'FEL, SEC. 23-28N-113W, (LOT 7)								
NCB 4-23	CW	19891-01-00-1	WY	SUBLETTE	1.0000000	.7895050	1.0000000	.7895050
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 600'FSL & 1100'FEL, SEC. 23-28N-113W, (LOT 7)								
NLB 19-09	PW	04637-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SENW 9-27N-113W								
NLB 20-08	PW	04638-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNE 8-27N-113W								
NLB 21-04	PW	04639-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWSW 4-27N-113W								
NLB 22-17	PW	04640-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NESE 17-27N-113W								
NLB 23-16	PW	04641-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SESW 16-27N-113W								
NLB 24-33	PW	04642-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNW 33-28N-113W								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
NLB 25-05 PW	04643-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSE 5-27N-113W							
NLB 26-09 PW	04645-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSW 9-27N-113W							
NLB 27-17 PW	04646-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NENW 17-27N-113W							
NLB 30-16 PW	04649-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NESE 16-27N-113W							
NLB 31-08 PW	04650-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSW 8-27N-113W							
NLB 32-05 PW	04651-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSW 5-27N-113W							
NLB 33-17 PW	04652-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NESW 17-27N-113W							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
NLB 34-21	PW	04653-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNW 21-27N-113W								
NLB 35-34	PW	04654-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNW 34-28N-13W								
NLB 36-33	PW	04655-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNE 33-28N-113W								
NLB 37-05	PW	04656-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWSE 5-27N-113W								
NLB 38-08	PW	04657-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNW 8-27N-113W								
NLB 39-17	PW	04658-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NENE 17-27N-113W								
NLB 40-33	PW	01578-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 560' FNL & 5' FEL, SEC. 33-28N-113W, (NENE)								

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
NLB 43-05	PW	04662-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWNE 5-27N-113W								
NLB 44-34	PW	04663-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SWSW 34-28N-113W								
NLB 45-33	PW	04664-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: LOT 3 33-28N-113W								
NLB 46-33	PW	04665-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNE 33-28N-113W								
NLB 48-04	PW	04666-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWSE 4-27N-113W								
NLB 49-09	PW	04667-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: NWNE 9-27N-113W								
NLB 51-16	PW	19808-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: SEC. 16-27N-113W, NENE								

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
NLB 52-16 PW	01541-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 2445' FSL & 2650' FEL, SEC. 16-27N-113W, (NWSE)							
NLB 53-21 PW	01542-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 711' FNL & 2500' FWL, SEC.21-27N-113W, (NENW)							
NLB 54-20 PW	01543-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 2180' FNL & 2037' FEL, SEC. 20-27N-113W, (SWNE)							
NLB 55-17 PW	04669-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWSE 17-27N-113W							
NLB 56-17 PW	04670-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENW 17-27N-113W							
NLB 59-09 PW	01079-00-00-1	WY	SUBLETTE	1.0000000	.8510301	1.0000000	.8510301
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWNW 9-27N-113W							
NORTH RUGER 34-29	21885-00-00-1	WY	SWEETWATER	.8750000	.0000000	.8750000	.0000000
OPERATOR: EOG			FORMATION:				
DESCRIPTION: 1120' FSL,& 1920' FEL, SEC. 29-15N-94W, (SWSE)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
RED HILL 1-18 CW	08946-00-00-1	WY	SUBLETTE	.9487350	.8115174	.9487350	.8115174
OPERATOR: EOG			FORMATION: FRONTIER A-B				
DESCRIPTION: NWNE 18-27N-112W							
RIPPES DRAW 1-15	05030-00-00-1	WY	SUBLETTE	1.0000000	.8270000	1.0000000	.8270000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NWSE 15-30N-113W							
S 18-21 LW	04078-00-00-1	WY	SUBLETTE	1.0000000	.8320000	1.0000000	.8320000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWSW 21-30N-113W							
S 21-28	04082-00-00-1	WY	SUBLETTE	1.0000000	.8325000	1.0000000	.8325000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWSE 28-30N-113W							
S 22-33 LW	04083-00-00-1	WY	SUBLETTE	1.0000000	.8392500	1.0000000	.8392500
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENE 33-30N-113W							
S 24-28 LW	04084-00-00-1	WY	SUBLETTE	1.0000000	.8170000	1.0000000	.8170000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SESW 28-30N-113W							
S 25-34 LW	04085-00-00-1	WY	SUBLETTE	1.0000000	.8325100	1.0000000	.8325100
OPERATOR: EOG			FORMATION: ALMY KA				
DESCRIPTION: 1950' FSL & 750' FWL, SEC. 34-30N-113W, (NWSW)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
S 26-33 LW	04086-00-00-1	WY	SUBLETTE	1.0000000	.8217500	1.0000000	.8217500
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: NENW 33-30N-113W							
S 27-33 LW	04087-00-00-1	WY	SUBLETTE	1.0000000	.8392500	1.0000000	.8392500
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWNE 33-30N-113W							
S 31-28 LW	04089-00-00-1	WY	SUBLETTE	1.0000000	.8170000	1.0000000	.8170000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENW 28-30N-113W							
S 32-33 LW	04090-00-00-1	WY	SUBLETTE	1.0000000	.8392500	1.0000000	.8392500
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SESE 33-30N-113W							
S 33-28 LW	04091-00-00-1	WY	SUBLETTE	.5000000	.4095000	.5000000	.4095000
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: NWSW 28-30N-113W							
S 34-34 LW	04092-00-00-1	WY	SUBLETTE	1.0000000	.8500000	1.0000000	.8500000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWSW 34-30N-113W							
S 35-03 LW	01497-00-00-1	WY	SUBLETTE	1.0000000	.8317500	1.0000000	.8317500
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 1010' FWL & 645' FNL, SEC. 3-29N-113W, (LOT 4)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
S 40-33 LW	04095-00-00-1	WY	SUBLETTE	1.0000000	.8392500	1.0000000	.8392500
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: NWNE 33-30N-113W							
S 50-21 LW	01016-00-00-1	WY	SUBLETTE	1.0000000	.8320000	1.0000000	.8320000
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: NWSW 21-30N-113W							
SHB 1-08 F	05192-01-00-1	WY	LINCOLN	.9500000	.7750000	.9500000	.7750000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 1308' FNL & 1388' FEL, SEC. 8-26N-113W, (NWNE)							
SHB 1-08 M	05192-00-00-1	WY	SUBLETTE	.9500000	.7748750	.9500000	.7748750
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: 1308' FNL & 1388' FEL, SEC. 8-26N-113W, (NWNE)							
SHB 12-04 CW	05156-00-00-1	WY	LINCOLN	.6250000	.5125000	.6250000	.5125000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: LOT 12 4-26N-113W							
SHB 13-08	05157-00-00-1	WY	LINCOLN	.9459459	.7351774	.9500000	.7385625
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NW SE 8-26N-113W							
SHB 15-04 CW	05158-00-00-1	WY	LINCOLN	1.0000000	.8418228	1.0000000	.8418228
OPERATOR: EOG			FORMATION: FRONTIER/BEAR RIVER MUDDY				
DESCRIPTION: 1602' FWL & 548' FNL, SEC. 4-26N-113W, (LOT 3)							
SHB 15-04 CW	05158-01-00-1	WY	LINCOLN	1.0000000	.8418228	1.0000000	.8418228
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1602' FWL & 548' FNL, SEC. 4-26N-113W, (LOT 3)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
SHB 21-04	05159-00-00-1	WY	LINCOLN	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: LOT 10 4-26N-113W							
SHB 21-04	05159-01-00-1	WY	LINCOLN	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: LOT 10 4-26N-113W							
SHB 3-16 F	05193-00-00-1	WY	LINCOLN	1.0000000	.7750000	1.0000000	.7750000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SWNW 16-26N-113W							
SHB 3-16 M	05193-01-00-1	WY	LINCOLN	1.0000000	.7750000	1.0000000	.7750000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: SWNW 16-26N-113W							
SHB 4-09 F	05195-01-00-1	WY	LINCOLN	1.0000000	.8216250	1.0000000	.8216250
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSW 9-26N-113W							
SHB 4-09 M	05195-00-00-1	WY	LINCOLN	1.0000000	.8216250	1.0000000	.8216250
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: NWSW 9-26N-113W							
SHB 5-16	05196-00-00-1	WY	LINCOLN	1.0000000	.7750000	1.0000000	.7750000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SW 16-26N-113W							
SHB 6-16	05197-00-00-1	WY	LINCOLN	1.0000000	.7750000	1.0000000	.7750000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSW 16-26N-113W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
SLB 1-04	05283-00-00-1	WY	LINCOLN	.6250000	.5125000	.6250000	.5125000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: LOT 11 4-26N-113W							
SLB 1-04	05283-01-00-1	WY	LINCOLN	.6250000	.5125000	.6250000	.5125000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: LOT 11 4-26N-113W							
SLB 2-28 VPU	05284-00-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 1780' FNL, 460' FWL, SEC. 28-27N-113W, (SWNW)							
SLB 2-28 VPU	05284-01-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 1780' FNL, 460' FWL, 28-27N-113W (SWNW)							
SLB 3-33 CW	05287-00-00-1	WY	SUBLETTE	1.0000000	.8543228	1.0000000	.8543228
OPERATOR: EOG			FORMATION: FRONTIER/BEAR RIVER MUDDY				
DESCRIPTION: 542' FSL & 370' FWL, SEC. 33-27N-113W, (SWSW)							
SLB 3-33 CW	05287-01-00-1	WY	SUBLETTE	1.0000000	.8543228	1.0000000	.8543228
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 542' FSL & 370' FWL, SEC. 33-27N-113W, (SWSW)							
SLB 4-33	05288-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: MUDDY				
DESCRIPTION: SESE 33-27N-113W							
SLB 5-33 LW	01545-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: FRONTIER/MUDDY				
DESCRIPTION: 2050' FNL & 2450' FEL, SEC. 33-27N-113W, (SWNE)							
SLB 5-33 LW	01545-01-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 2050' FNL & 2450' FEL, SEC. 33-27N-113W, (SWNE)							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
SLB 6-28	VPU	05289-00-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG				FORMATION: FRONTIER/MUDDY				
DESCRIPTION: 1980' FNL & 2080' FEL, SEC. 28-27N-113W, (SWNE)								
SLB 6-28	VPU	05289-01-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1980' FNL & 2080' FEL, SEC. 28-27N-113W, (SWNE)								
SLB 7-28A	VPU	05290-00-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG				FORMATION: FRONTIER/MUDDY				
DESCRIPTION: 1000' FSL & 510' FWL, SEC. 28-27N-113W, (SWSW)								
SLB 7-28A	VPU	05290-01-00-1	WY	SUBLETTE	1.0000000	.8328571	1.0000000	.8328571
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1000' FSL & 510' FWL, SEC. 28-27N-113W, (SWSW)								
SLB 8-33	LW	01546-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG				FORMATION: FRONTIER AND MUDDY				
DESCRIPTION: 1850' FNL & 1150' FWL, SEC. 33-27N-113W, (SWNW)								
SLB 8-33	LW	01546-01-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1850' FNL & 1150' FWL, SEC. 33-27N-113W, (SWNW)								
SLB 9-33	LW	01549-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG				FORMATION: FRONTIER AND MUDDY				
DESCRIPTION: 1053' FSL & 2417' FEL, SEC. 33-27N-113W, (SWSE)								
SLB 9-33	LW	01549-01-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1053' FSL & 2417' FEL, SEC. 33-27N-113W, (SWSE)								
ST CAN 1-15		05863-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG				FORMATION: FRONTIER "A"				
DESCRIPTION: NENE 15-26N-112W								

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ST CAN 19-13	PW	05871-00-00-1	WY	LINCOLN	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG				FORMATION: FRONTIER B				
DESCRIPTION: 1515' FSL & 3455' FWL, NWSE, 13-26N-112W								
ST CAN 3-13	LW	05873-01-00-1	WY	LINCOLN	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 2240' FNL & 1104" FEL, SEC. 13-26N-112W, (SESW)								
ST CAN 3-13	PW	05873-00-00-1	WY	LINCOLN	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG				FORMATION: FRONTIER B				
DESCRIPTION: SESW 13-26N-112W								
ST CAN 5-14	LW	05875-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG				FORMATION: FRONTIER				
DESCRIPTION: 50' FNL & 650' FEL, SEC. 14-26N-112W, (NENE)								
ST CAN 5-14 BAX	LW	05875-01-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG				FORMATION: BAXTER (RECOMPLETION)				
DESCRIPTION: 50' FNL & 650' FEL, SEC. 14, 26N, 112W, (NE NE)								
ST CAN 6-10		05876-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG				FORMATION: FRONTIER "A"				
DESCRIPTION: NWSE 10-26N-112W								
ST CAN 7-10		05877-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG				FORMATION: FRONTIER "A"				
DESCRIPTION: SWSW 10-26N-112W								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ST CAN 8-11 LW	05878-02-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 2496' FSL & 429' FWL, SEC. 11-26N-112W, (NWSW)							
ST CAN 8-11 F	05878-01-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: FRONTIER "A"				
DESCRIPTION: NWSW 11-26N-112W							
TERM. DRAW 3-15 CW	19746-00-00-1	WY	SUBLETTE	1.0000000	.8325837	1.0000000	.8325837
OPERATOR: EOG			FORMATION: BAXTER				
DESCRIPTION: 2150' FSL & 200' FWL, SEC. 15-28N-113W, (NWSW)							
W ST CAN 12-9 LW	08179-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 1203' FNL & 1414' FWL, SEC. 9-26N-112W, (NWNW)							
W ST CAN 13-09 LW	19893-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 1127' FSL & 769' FWL, SEC. 9-26N-112W, (SWSW)							
W ST CAN 14-9	01496-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 2130' FNL & 1450' FEL, SEC. 9-26N-112W, (SWNE)							
W ST CAN 15-09 LW	19894-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: 2ND FRONTIER				
DESCRIPTION: 1538' FSL & 1920' FEL, SEC 9-26N-112W, (NWSE)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
W ST CAN 18-17 LW	21348-00-00-1	WY	LINCOLN	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWNW 17-26N-112W							
W ST CAN 20-9D	21410-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 2500' FSL & 1900' FWL, SEC. 9-26N-112W, (NESW)							
WEST SWAN 1-24 CW	21305-00-00-1	WY	LINCOLN	1.0000000	.8371751	1.0000000	.8371751
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 553' FEL & 953' FNL, SEC. 24-25N-112W, (LOT 1)							
WEST SWAN 2-25 LW	21380-00-00-1	WY	LINCOLN	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 550'FEL, 2180'FSL, SEC. 25-25N-112W, (LOT 3)							
WEST SWAN 3-25 LW	21411-00-00-1	WY	LINCOLN	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: 2155' FWL & 2109' FSL, SEC. 25-25N-112W, (NESW)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
AMOCO AG-1/FED 40-18	* 01109-00-00-1	WY	SUBLETTE	.0000000	.0026760	.0446015	.0347892
OPERATOR: AMOCO PRODUCTION COMPANY			FORMATION: FRONTIER AND BEAR RIVER				
DESCRIPTION: SE 18-27N-111W							
AMOCO AH-1/FED 20-19	* 01110-00-00-1	WY	SUBLETTE	.0000000	.0055980	.0711640	.0561719
OPERATOR: AMOCO PRODUCTION COMPANY			FORMATION: FRONTIER AND BEAR RIVER				
DESCRIPTION: NENE 19-27N-111W							
AMOCO AJ-1/FED.20-18	* 01108-00-00-1	WY	SUBLETTE	.0000000	.0026760	.0446015	.0347892
OPERATOR: AMOCO PRODUCTION COMPANY			FORMATION: FRONTIER AND BEAR RIVER				
DESCRIPTION: NE 18-27N-111W							
B 1A-22 LW	* 07303-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENE 22-29N-113W							
B 11TC-14 LW	* 02000-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWSE 14-29N-113W							
B 15A-11 LW	* 02001-00-00-1	WY	SUBLETTE	1.0000000	.8125000	1.0000000	.8125000
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SWSW 11-29N-113W,							
B 16-15 LW	* 02002-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENE 15-29N-113W							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
B 18-02	LW	*	02004-00-00-1	WY	SUBLETTE	1.0000000	.7912500	1.0000000	.7912500
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NWSW 2-29N-113W									
B 22-25	LW	*	02006-00-00-1	WY	SUBLETTE	1.0000000	.8600000	1.0000000	.8600000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SENW 25-29N-113W									
B 26-14	LW	*	02007-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NENE 14-29N-113W									
B 3-23	LW	*	02010-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSW 23-29N-113W									
B 30-25	LW	*	02011-00-00-1	WY	SUBLETTE	1.0000000	.8375000	1.0000000	.8375000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SENE 25-29N-113W									
B 33-10	LW	*	02014-00-00-1	WY	SUBLETTE	1.0000000	.7412500	1.0000000	.7412500
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NWNE 10-29N-113W									
B 36-25	PW	*	02015-00-00-1	WY	SUBLETTE	1.0000000	.8375000	1.0000000	.8375000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SESW 25-29N-113W									

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
B 39-11 LW	* 02017-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENE 11-29N-113W							
B 4-26 LW	* 02018-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NESW 26-29N-113W							
B 43-24 LW	* 02019-00-00-1	WY	SUBLETTE	1.0000000	.8475000	1.0000000	.8475000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SESE 24-29N-113W							
B 45-02 LW	* 02021-00-00-1	WY	SUBLETTE	1.0000000	.7912500	1.0000000	.7912500
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NWSE 2-29N-113W							
B 5-35 LW	* 02024-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENW 35-29N-113W							
B 5A-35 LW	* 02025-00-00-1	WY	SUBLETTE	1.0000000	.8170000	1.0000000	.8170000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENW 35-29N-113W							
B 57-23 PW	* 02027-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SESE 23-29N-113W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
B 65-23 LW *	02032-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWNE 23-29N-113W							
B 68-14 LW *	02033-00-00-1	WY	SUBLETTE	1.0000000	.8200000	1.0000000	.8200000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SESW 14-29N-113W							
B 70-14 LW *	02035-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NWSE 14-29N-113W							
B 71-14 LW *	02036-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SENW 14-29N-113W							
B 81-24 LW *	02037-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NWNW 24-29N-113W							
B 82-24 LW *	02038-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SENW 24-29N-113W							
B 9-14 LW *	02041-01-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: 875' FNL & 780' FWL, SEC. 14-29N-113W, (NWNW)							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BIG PINEY LABARGE MV *	99999-99-99-N	WY	SUBLETTE	1.0000000	.8571348	1.0000000	.8571348
OPERATOR: EOG			FORMATION: MESV TRANS/M SAND				
DESCRIPTION: MESAVERDE TRANSITION/M SAND (TIP TOP SHALLOW UNIT)							
BIRD STATE 1-16 LW *	02296-00-00-1	WY	SUBLETTE	1.0000000	.7850000	1.0000000	.7850000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESE 16-27N-112W							
BIRD STATE 2-16 LW *	02297-00-00-1	WY	SUBLETTE	1.0000000	.7850000	1.0000000	.7850000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SENE 16-27N-112W							
BIRD STATE 3-16 LW *	02298-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NW 16-27N-112W							
BNG 70-28 *	02478-00-00-1	WY	SUBLETTE	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENW 28-28N-113W							
BNG 1-28 PW *	02386-00-00-1	WY	SUBLETTE	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG			FORMATION: MEASAVERDE TRAN/M SAND				
DESCRIPTION: SWNW 28-28N-113W							
BNG 101-33 PW *	02388-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG			FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SWSW 33-28N-113W							

SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 102-33	PW	*	02389-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SWSW 33-28N-113W									
BNG 104-33	PW	*	02391-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NWSW 33-28N-113W									
BNG 105-04	PW	*	02392-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NENW 4-27N-113W									
BNG 106-04 WIW		*	02393-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NWNW 4-27N-113W									
BNG 107-32	PW	*	02394-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SESE 32-28N-113W									
BNG 112-21	PW	*	02399-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: SWSW 21-28N-113W									
BNG 114-28	PW	*	02401-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: 420' FWL, & 465' FNL, SEC. 28-28N-113W, (NWNW)									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 115-21	PW	*	02402-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: NESW 21-28N-113W									
BNG 116-28	PW	*	20079-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: TRANSITION				
DESCRIPTION: 1340' FWL & 300' FNL, 28-28N-113W (NENW)									
BNG 118-20	PW	*	02405-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: SESW 20-28N-113W									
BNG 2-28	PW	*	02419-00-00-1	WY	SUBLETTE	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: NWSE 28-28N-113W									
BNG 20-32	LW	*	02420-00-00-1	WY	SUBLETTE	1.0000000	.7850000	1.0000000	.7850000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NENE 32-28N-113W									
BNG 40-32	PW	*	02442-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NESE 32-28N-113W									
BNG 41-28	PW	*	02443-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: NENW 28-28N-113W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 46-28	PW	*	02448-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRANS/M SAND				
DESCRIPTION: NWNW 28-28N-113W									
BNG 47C-33	WIW	*	02450-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SWSW 33-28N-113W									
BNG 53-29	PW	*	02458-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: NENE 29-28N-113W									
BNG 54-28	PW	*	02459-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: SENW 28-28N-113W									
BNG 55-33	PW	*	00100-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SWSW 33-28N-113W									
BNG 56-20	PW	*	02461-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: SWSE 20-28N-113W									
BNG 59-32	WIW	*	02464-00-00-1	WY	SUBLETTE	1.0000000	.7777791	1.0000000	.7777791
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SENE 32-28N-113W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 6-33	LW	*	02465-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSW 33-28N-113W									
BNG 63-29	PW	*	02468-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: SWNE 28-28N-113W									
BNG 69-33	WIW	*	02473-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NWSW 33-28N-113W									
BNG 71-32	WIW	*	02479-00-00-1	WY	SUBLETTE	1.0000000	.7777791	1.0000000	.7777791
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SESE 32-28N-113W									
BNG 72-33	WIW	*	02481-00-00-1	WY	SUBLETTE	1.0000000	.7777791	1.0000000	.7777791
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SWNW 33-28N-113W									
BNG 75-28	PW	*	02483-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRANS/M SAND				
DESCRIPTION: SWNW 28-28N-113W									
BNG 76-21	PW	*	02484-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: SWSW 21-28N-113W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 77-21		*	02485-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: NWSW 21-28N-113W									
BNG 80-32	PW	*	02490-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SESE 32-28N-113W									
BNG 82-28	LW	*	02492-00-00-1	WY	SUBLETTE	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SENW 28-28N-113W									
BNG 83-09	LW	*	02493-00-00-1	WY	LINCOLN	1.0000000	.8330000	1.0000000	.8330000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: NENE 9-26N-113W									
BNG 83-09	LW	*	02493-01-00-1	WY	LINCOLN	1.0000000	.8330000	1.0000000	.8330000
OPERATOR: EOG					FORMATION: MUDDY				
DESCRIPTION: NENE 9-26N-113W									
BNG 84-04	PW	*	02494-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NENW 4-27N-113W									
BNG 86-04	PW	*	02495-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SENW 4-27N-113W									
BNG 88-04	PW	*	02496-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NESW 4-27N-113W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BNG 90TC-04	WIW	*	02499-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: SWNW 4-27N-113W									
BNG 93-20	LW	*	02501-00-00-1	WY	SUBLETTE	.5000000	.4375000	.5000000	.4375000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: NWSE 20-27N-112W									
BNG 94A-21	PW	*	20180-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: 961' FSL & 296' FWL 21-28N-113W (SWSW)									
BNG 97-21		*	02506-00-00-1	WY	SUBLETTE	1.0000000	.8571349	1.0000000	.8571349
OPERATOR: EOG					FORMATION: MESAVERDE TRAN/M SAND				
DESCRIPTION: NWSW 21-28N-113W									
BNG 98-04	PW	*	02507-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NWNW 4-27N-113W									
BNG 99-04	WIW	*	02508-00-00-1	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE 5TH ZONE				
DESCRIPTION: NESW 4-27N-113W									
BPMV 15-12 WIW	PW	*	02653-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NWNW)									

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 1-11A	PW *	02610-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 14-29N-113W (SWSE)								
BPMV 1-58	PW *	02611-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 23-29N-113W (SWSE)								
BPMV 1-59	PW *	02612-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 23-29N-113W (NWNE)								
BPMV 1-62	PW *	02613-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 14-29N-113W (SESW)								
BPMV 1-64	PW *	02614-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 14-29N-113W (SENW)								
BPMV 1-65	PW *	02615-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 23-29N-113W (SWNE)								
BPMV 1-66	PW *	02616-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: 23-29N-113W (NWSE)								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 1-67 PW *	02617-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 14-29N-113W (NESW)							
BPMV 1-83 PW *	02618-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 14-29N-113W (NESW)							
BPMV 1-84 WIW PW *	02619-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 23-29N-113W (SESE)							
BPMV 10-01 WIW PW *	02621-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 25-29N-113W (SWNW)							
BPMV 11-56 PW *	02622-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 26-29N-113W (NENE)							
BPMV 13-01 PW *	02624-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 25-29N-113W (SWSW)							
BPMV 13-34 PW *	02626-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 25-29N-113W (SWSW)							

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 13-49	PW *	02627-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: SEC 25-29N-113W (SWSW)								
BPMV 13-53 WIW	PW *	02630-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: SEC 25-29N-113W (NWSW)								
BPMV 13-86 WIW	PW *	02632-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: SEC 25-29N-113W (NWSW)								
BPMV 14-01	PW *	02633-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (NENE)								
BPMV 14-02	PW *	02634-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (NENE)								
BPMV 14-33	PW *	02635-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (NWNE)								
BPMV 14-34	PW *	02636-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG				FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (NWNE)								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 14-36 WIW PW *	02637-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (NWNE)							
BPMV 14-38 PW *	02639-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (SWNE)							
BPMV 14-42 PW *	02640-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (NENE)							
BPMV 14-43 PW *	02641-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (SENE)							
BPMV 14-48 PW *	02644-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (NENE)							
BPMV 14-49 PW *	02645-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (SENE)							
BPMV 14-51 WIW PW *	02646-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (SENE)							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 14-74	PW	*	02648-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: 3-28N-113W (SENW)									
BPMV 14-75	PW	*	02649-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (SWNE)									
BPMV 14-76 WIW	PW	*	02650-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 3-28N-113W (SENE)									
BPMV 15-02	PW	*	02661-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SWSW)									
BPMV 15-04 WIW	PW	*	02678-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NENW)									
BPMV 15-07 WIW	PW	*	02680-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NWNW)									
BPMV 15-08 WIW	PW	*	02682-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NWSW)									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 15-1	PW	*	02651-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC. 36-29N-113W (SWNW)									
BPMV 15-13	PW	*	02655-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SWSW)									
BPMV 15-15	PW	*	02656-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SESW)									
BPMV 15-16	PW	*	02657-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SWNW)									
BPMV 15-17	PW	*	02658-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NESW)									
BPMV 15-18	PW	*	02659-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SESW)									
BPMV 15-19	PW	*	02660-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SESW)									

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 15-22 WIW PW	* 02663-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113 W (SWSW)							
BPMV 15-23 PW	* 02665-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NESW)							
BPMV 15-24 PW	* 02666-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NWNW)							
BPMV 15-25 WIW PW	* 02667-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SESW)							
BPMV 15-27 WIW PW	* 02668-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SESW)							
PMV 15-28 WIW PW	* 02669-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SWSE)							
PMV 15-30 PW	* 02671-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SENW)							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 15-31	PW	*	02672-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NENW)									
BPMV 15-32	PW	*	02673-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SESW)									
BPMV 15-34	WIW PW	*	02675-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SENW)									
BPMV 15-35	PW	*	02676-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (SWNW)									
BPMV 15-36	PW	*	02677-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 36-29N-113W (NESW)									
BPMV 2-35	PW	*	02685-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 35-29N-113W (NESE)									
BPMV 2-38	PW	*	02686-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SEC 35-29N-113W (SESE)									

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 6-37 WIW PW *	02687-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 26-29N-113W (SESE)							
BPMV 6-41 PW *	02688-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 26-29N-113W (SESE)							
BPMV 6-54 PW *	02689-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 26-29N-113W (SENE)							
BPMV 6-55 PW *	02690-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 26-29N-113W (SENE)							
BPMV 6-61 PW *	02691-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 26-29N-113W (NESE)							
BPMV 6-70 PW *	01012-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 20-29N-113W (SENE)							
BPMV 8-26 PW *	02702-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: 3-28N-113W (NENW)							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
BPMV 8-35 WIW	PW	*	02703-00-00-1	WY	SUBLETTE	.5487000	.4623532	.5487000	.4623532
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: 3-28N-113W (SENW)									
BUDD 1-10	LW	*	02874-00-00-1	WY	SUBLETTE	1.0000000	.7412500	1.0000000	.7412500
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NENE 10-29N-113W									
C 1-23	LW	*	02929-00-00-1	WY	SUBLETTE	1.0000000	.8557812	1.0000000	.8557812
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NWNE 23-18N-113W									
C 18-14	LW	*	02935-00-00-1	WY	SUBLETTE	1.0000000	.8557812	1.0000000	.8557812
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SESW 14-28N-113W									
C 19-23	LW	*	02936-00-00-1	WY	SUBLETTE	1.0000000	.7500000	1.0000000	.7500000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NWSE 23-28N-113W									
C 23-03	LW	*	02938-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NENW 3-28N-113W									
C 31-25	LW	*	02941-00-00-1	WY	SUBLETTE	1.0000000	.8290000	1.0000000	.8290000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NWNE 25-28N-113W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
C 39-03	LW	*	02942-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SENW 3-28N-113W									
C 438-03	LW	*	02945-00-00-1	WY	SUBLETTE	1.0000000	.8525000	1.0000000	.8525000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SENW 3-28N-113W									
C 47-22TC	LW	*	02946-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SENE 22-28N-113W									
C 52-22	LW	*	02952-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: NESE 22-28N-113W									
C 57-25	LW	*	02955-00-00-1	WY	SUBLETTE	1.0000000	.8290000	1.0000000	.8290000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SESW 25-28N-113W									
C 61-36	LW	*	02961-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SENW 36-28N-113W									
C 63-34	LW	*	02962-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SESW 34-28N-113W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
C 64-33	LW	*	02963-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NENE 33-28N-113W									
C 68-34	LW	*	02967-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSW 34-28N-113W									
C 73-23	LW	*	02970-01-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SWSW 23-28N-113W									
C 74-22	LW	*	02972-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SESE 22-28N-113W									
C 75-36	LW	*	02973-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SWNE 36-28N-113W									
C 76-25	LW	*	02974-00-00-1	WY	SUBLETTE	1.0000000	.8391339	1.0000000	.8391339
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SENW 25-28N-113W									
C 78-26	LW	*	02976-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: NWNW 26-28N-113W									

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SUBJECT WELLS

NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
-23 LW *	02977-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SWSW 23-28N-113W							
-03 LW *	02983-00-00-1	WY	SUBLETTE	1.0000000	.8525000	1.0000000	.8525000
OPERATOR: EOG			FORMATION: MESAVERDE				
DESCRIPTION: SENW 3-28N-113W							
-03 LW *	02984-00-00-1	WY	SUBLETTE	1.0000000	.8525000	1.0000000	.8525000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NENW 3-28N-113W							
6-30 LW *	03175-01-00-1	WY	SUBLETTE	1.0000000	.8355264	1.0000000	.8355264
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: NWSE 30-28N-112W							
6-30 PW *	03175-00-00-1	WY	SUBLETTE	1.0000000	.8355265	1.0000000	.8355265
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: 30-28N-112W (NWSE)							
EL 10-25 LW *	03227-00-00-1	WY	SUBLETTE	.0000000	.0166900	.0281676	.0235551
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: BEAR RIVER				
DESCRIPTION: 1312' FNL & 1306' FWL, SEC. 25-28N-112W, (C NW)							
SMAN 1-10 LW *	03270-00-00-1	WY	SUBLETTE	1.0000000	.8125000	1.0000000	.8125000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SENE 10-29N-113W							

SUBJECT WELLS

L NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
4-10 PW *	00635-00-00-1	WY	SUBLETTE	1.0000000	.8327143	1.0000000	.8327143
OPERATOR: EOG			FORMATION: ALMY "B"				
DESCRIPTION: SESW 10-30N-113W							
1 PW *	07473-00-00-1	WY	SUBLETTE	.3149122	.2692553	.3149122	.2692553
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER A				
DESCRIPTION: SWSW 14-27N-114W							
10 PW *	07476-00-00-1	WY	SUBLETTE	.3149122	.2692553	.3149122	.2692553
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER A				
DESCRIPTION: SENE 10-27N-114W							
11 PW *	07477-00-00-1	WY	SUBLETTE	.4074307	.3519728	.4074320	.3519728
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER B-C				
DESCRIPTION: NWSE 34-28N-114W							
13 PW *	07478-00-00-1	WY	SUBLETTE	.3149122	.2692553	.3149122	.2692553
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER A				
DESCRIPTION: SWNE 14-27N-114W							
14 PW *	07479-00-00-1	WY	SUBLETTE	.4074307	.3519728	.4074307	.3519728
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER B-C				
DESCRIPTION: NESE 4-27N-114W							
22 FR PW *	07491-00-00-1	WY	SUBLETTE	.3149122	.2692553	.3149122	.2692553
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER A				
DESCRIPTION: NWNW 24-27N-114W							

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SUBJECT WELLS

L NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
23	PW *	07492-00-00-1	WY	SUBLETTE	.2500000	.2165625	.2500000	.2165625
OPERATOR: WEXPRO COMPANY				FORMATION: BEAR RIVER				
DESCRIPTION: NWSE 4-27N-114W								
23	PW *	07493-00-00-1	WY	SUBLETTE	.2500000	.2165625	.2500000	.2165625
OPERATOR: WEXPRO COMPANY				FORMATION: FRONTIER				
DESCRIPTION: NWSE 4-27N-114W								
26	PW *	07498-00-00-1	WY	SUBLETTE	.2500000	.2165625	.2500000	.2165625
OPERATOR: WEXPRO COMPANY				FORMATION: NUGGET				
DESCRIPTION: NESW 10-27N-114W								
3	PW *	07500-00-00-1	WY	SUBLETTE	.4074307	.3519728	.4074307	.3519728
OPERATOR: WEXPRO COMPANY				FORMATION: FRONTIER B-C				
DESCRIPTION: SWSW 4-27N-114W								
6 FR	PW *	07507-00-00-1	WY	SUBLETTE	.4074307	.3519728	.4074320	.3519728
OPERATOR: WEXPRO COMPANY				FORMATION: FRONTIER B-C				
DESCRIPTION: SWNE 36-28N-114W								
8	LW *	07508-00-00-1	WY	SUBLETTE	.4074307	.3519728	.4074320	.3519728
OPERATOR: WEXPRO COMPANY				FORMATION: FRONTIER				
DESCRIPTION: SESE 35-28N-114W								
9	PW *	07510-00-00-1	WY	SUBLETTE	.4074307	.3519728	.4074320	.3519728
OPERATOR: WEXPRO COMPANY				FORMATION: FRONTIER B-C				
DESCRIPTION: NESE 3-27N-114W								
BASIN 1-8	CW *	01583-00-00-1	WY	SUBLETTE	1.0000000	.8400000	1.0000000	.8400000
OPERATOR: EOG				FORMATION: BAXTER				
DESCRIPTION: 1222' FSL & 1027' FWL, SEC 8-28N-113W (SWSW)								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
DRY PINEY-BR A *	99999-99-99-T	WY	SUBLETTE	.2500000	.2165620	.2500000	.2165620
OPERATOR: WEXPRO COMPANY			FORMATION: BEAR RIVER				
DESCRIPTION: BEAR RIVER PA "A"							
DRY PINEY-BR B *	99999-99-99-U	WY	SUBLETTE	.2500000	.2165620	.2500000	.2165620
OPERATOR: WEXPRO COMPANY			FORMATION: BEAR RIVER				
DESCRIPTION: BEAR RIVER PA "B"							
RY PINEY-DAKOTA A *	99999-99-99-V	WY	SUBLETTE	.2500000	.2165620	.2500000	.2165620
OPERATOR: WEXPRO COMPANY			FORMATION: DAKOTA				
DESCRIPTION: DAKOTA PA "A"							
RY PINEY-FRONT. B-C *	99999-99-99-S	WY	SUBLETTE	.3089990	.2671000	.3089990	.2671000
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER				
DESCRIPTION: CONSL. FRONTIER PA "B-C"							
Y PINEY-FRONTIER A *	99999-99-99-R	WY	SUBLETTE	.2412290	.2071550	.2412290	.2071550
OPERATOR: WEXPRO COMPANY			FORMATION: FRONTIER				
DESCRIPTION: FRONTIER PA "A"							
Y PINEY-NUGGET *	99999-99-99-E	WY	SUBLETTE	.2500000	.2165625	.2500000	.2165625
OPERATOR: WEXPRO COMPANY			FORMATION: NUGGET				
DESCRIPTION: NUGGET PA "A"							
2-31 LW *	00691-00-00-1	WY	SUBLETTE	1.0000000	.8557813	1.0000000	.8557813
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWSE 31-28N-112W							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
ELB R 1-29	PW	*	07683-00-00-1	WY	SUBLETTE	.8125000	.7034374	.8125000	.7034374
OPERATOR: EOG					FORMATION: ALMY R-1				
DESCRIPTION: 29-27N-112W, NESE									
ELB R 7-32	LW	*	07685-00-00-1	WY	SUBLETTE	.8125000	.6562510	.8125000	.6562510
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: 32-27N-112W, NWNE									
ELB R 8-29	PW	*	07686-00-00-1	WY	SUBLETTE	.7500000	.6562510	.7500000	.6562510
OPERATOR: EOG					FORMATION: ALMY R-8				
DESCRIPTION: 29-27N-112W, LOT 7									
ELB R 9-29	LW	*	07687-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: 29-27N-112W, SWNE									
ELB 40-32	PW	*	07725-00-00-1	WY	SUBLETTE	.4533659	.3940400	.4533659	.3940400
OPERATOR: EOG					FORMATION: MESA "A"				
DESCRIPTION: 32-27N-112W, SWNE									
ESU 1-21	PW	*	07792-00-00-1	WY	LINCOLN	.9361700	.7559590	.9361700	.7559590
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: SESE 21-23N-112W									
FEDERAL 30-15	CW	*	01104-00-00-1	WY	SUBLETTE	.3181080	.2477266	.3181080	.2477266
OPERATOR: PRESIDIO OIL COMPANY					FORMATION: FRONTIER				
DESCRIPTION: SW 15-27N-111W									

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FEDERAL 10-05 LW *	01098-00-00-1	WY	SUBLETTE	.3181080	.2521005	.2193040	.1693282
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 5-27N-111W							
FEDERAL 10-17 LW *	01105-00-00-1	WY	SUBLETTE	.3181080	.2560769	.3181080	.2560769
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 17-27N-111W							
FEDERAL 10-19 LW *	01111-00-00-1	WY	SUBLETTE	.2125000	.1710620	.2125000	.1710620
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 19-27N-111W							
FEDERAL 10-20 LW *	01112-00-00-1	WY	SUBLETTE	.1130950	.0910415	.1130950	.0910415
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 20-27N-111W							
FEDERAL 10-28 LW *	01117-00-00-1	WY	SUBLETTE	.2907640	.2151653	.2907640	.2151653
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 28-27N-111W							
FEDERAL 10-29 LW *	01119-00-00-1	WY	SUBLETTE	.3181080	.2560769	.3181080	.2560769
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: 1320' FNL & 1320' FWL, SEC. 29-27N-111W, (NW)							
FEDERAL 10-30 CW *	01122-00-00-1	WY	SUBLETTE	.2125000	.1722387	.2125000	.1722387
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 30-27N-111W							

09/24/92 SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FEDERAL 10-31 LW *	07915-00-00-1	WY	SUBLETTE	.2491698	.1963644	.1789269	.1440362
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: BEAR RIVER				
DESCRIPTION: 938' FWL & 1320' FNL, SEC. 31-28N-111W, (W2NW)							
FEDERAL 10-32 LW *	01124-00-00-1	WY	SUBLETTE	.2293562	.1697236	.2293562	.1697236
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SENW 32-27N-11W							
FEDERAL 10-8 *	01102-00-00-1	WY	SUBLETTE	.2226760	.2062808	.2226760	.2062808
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 8-27N-111W							
FEDERAL 20-07 *	01100-00-00-1	WY	SUBLETTE	.2544864	.2083607	.2544864	.2083607
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NE 7-27N-111W							
FEDERAL 20-17 LW *	01106-00-00-1	WY	SUBLETTE	.1908648	.1517375	.1908648	.1517375
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: BEAR RIVER				
DESCRIPTION: NWNE 17-27N-111W							
FEDERAL 20-20 *	01113-00-00-1	WY	SUBLETTE	.0954478	.0768349	.0954478	.0768349
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NE 20-27N-111W							
FEDERAL 20-29 CW *	01120-00-00-1	WY	SUBLETTE	.3101554	.2512656	.3101554	.2512656
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER/BEAR RIVER				
DESCRIPTION: 1120' FNL & 1520' FEL, SEC. 29-27N-111W (SE)							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FEDERAL 20-6 CW *	01088-00-00-1	WY	SUBLETTE	.2121756	.1644361	.2121756	.1644361
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: BEAR RIVER				
DESCRIPTION: NE 6-27N-111W							
FEDERAL 30-04 LW *	01126-00-00-1	WY	SWEETWATER	.0686750	.0515061	.0343370	.0276416
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NESW 4-26N-111W							
FEDERAL 30-08 CW *	01103-00-00-1	WY	SUBLETTE	.2226760	.1765502	.2226760	.1765502
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SW 8-27N-111W							
FEDERAL 30-17 LW *	01107-00-00-1	WY	SUBLETTE	.3181080	.2560769	.3181080	.2560769
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SW 17-27N-111W							
FEDERAL 30-20 CW *	01114-00-00-1	WY	SUBLETTE	.0343370	.0276412	.0343370	.0276412
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: BEAR RIVER				
DESCRIPTION: 1120' FSL & 1120' FWL, SEC. 20-27N-111W, (SWSW;							
FEDERAL 30-28 CW *	01197-00-00-1	WY	SUBLETTE	.2907640	.2151655	.2907640	.2151655
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER/BEAR RIVER				
DESCRIPTION: SW 28-27N-111W							
FEDERAL 30-31 LW *	01097-00-00-1	WY	SUBLETTE	.0704190	.0566873	.0704190	.0566873
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SW 31-28N-111W							

SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FEDERAL 40-06 *	01099-00-00-1	WY	SUBLETTE	.2226760	.1781408	.2226760	.1781408
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SE 6-27N-111W							
FEDERAL 40-07 *	01101-00-00-1	WY	SUBLETTE	.0000000	.0000000	.2544864	.1937274
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SE 7-27N-111W							
FEDERAL 40-17 LW *	19320-00-00-1	WY	SUBLETTE	.0473856	.0381454	.0473856	.0381454
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SE-17-27N-111W							
FEDERAL 40-20 *	01115-00-00-1	WY	SUBLETTE	.0771502	.0607558	.0771502	.0607558
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SE 20-27N-111W							
FEDERAL 40-29 CW *	01121-00-00-1	WY	SUBLETTE	.3101554	.2512656	.3101554	.2512656
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER/BEAR RIVER				
DESCRIPTION: 1320' FEL & 1320 FSL, SEC. 29-27N-111W (SE)							
FEDERAL 40-30 LW *	01123-00-00-1	WY	SUBLETTE	.2125000	.1710625	.2125000	.1710625
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SE 30-27N-111W							
FEDERAL 40-32 LW *	01125-00-00-1	WY	SUBLETTE	.3181080	.2440185	.3181080	.2440185
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: SE 32-27N-111W							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FFC 1-01	LW	*	07983-00-00-1	WY	SUBLETTE	.8750000	.7343750	.8750000	.7343750
OPERATOR: EOG					FORMATION: MUDDY				
DESCRIPTION: SESE 1-27N-112W									
FFC 11-14	LW	*	07979-00-00-1	WY	SUBLETTE	1.0000000	.7474281	1.0000000	.7474281
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: C NW 14-27N-112W									
FFCU 2-10	PW	*	07980-01-00-1	WY	SUBLETTE	1.0000000	.8573513	1.0000000	.8573513
OPERATOR: EOG					FORMATION: FRONTIER/BEAR RIVER MUDDY				
DESCRIPTION: SESW 10-27N-112W									
FOG CRK 1-08	PW	*	09104-00-00-1	WY	SUBLETTE	.2168523	.1764244	.2168523	.1764244
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER B				
DESCRIPTION: SESW 8-28N-114W									
FOG CRK 1-32	PW	*	09103-00-00-1	WY	SUBLETTE	.1145950	.0977064	.1145950	.0977064
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER A				
DESCRIPTION: LOT 19 32-28N-114W									
FOG CRK 10-08	LW	*	09105-00-00-1	WY	SUBLETTE	.1250000	.0990168	.1250000	.0990168
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER				
DESCRIPTION: NENW 8-28N-113W									
FOG CRK 2-16	PW	*	09108-00-00-1	WY	SUBLETTE	.2168523	.1764244	.2168523	.1764244
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER B				
DESCRIPTION: SWNW 16-28N-114W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FOG CRK 3-04	LW	*	09109-00-00-1	WY	SUBLETTE	.2500000	.1950000	.1250000	.0990168
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER				
DESCRIPTION: LOT 18 4-28N-114W									
FOG CRK 4-17	PW	*	09110-00-00-1	WY	SUBLETTE	.2168523	.1764244	.2168523	.1764244
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER B				
DESCRIPTION: SWSE 17-28N-114W									
FOG CRK 6-16	PW	*	09111-00-00-1	WY	SUBLETTE	.2168523	.1764244	.2168523	.1764244
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER "B"				
DESCRIPTION: SWSE 16-28N-114W									
FOG CRK 7-09	LW	*	09112-00-00-1	WY	SUBLETTE	.6875000	.5128719	.3437500	.2774553
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER				
DESCRIPTION: SWSE 9-28N-114W									
FOG CRK 8-20	PW	*	09113-00-00-1	WY	SUBLETTE	.2168523	.1764244	.2168523	.1764244
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER "B"				
DESCRIPTION: NESE 20-28N-114W									
FOG CRK 9-21	PW	*	09114-00-00-1	WY	SUBLETTE	.2168523	.1764244	.2168523	.1764244
OPERATOR: EXXON COMPANY USA					FORMATION: FRONTIER "B"				
DESCRIPTION: NESW 21-28N-114W									
FONTENELLE 11-36	PW	*	09121-00-00-1	WY	LINCOLN	.0170308	.0148326	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY					FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWNW 36-26N-112W									

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SUBJECT WELLS

WELL NAME		WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FONTENELLE 12-03 PW	*	09122-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY				FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWNW 3-25N-112W								
FONTENELLE 13-11 PW	*	09123-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY				FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWSW 11-25N-112W								
FONTENELLE 13-24 PW	*	09124-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195597	.0184859
OPERATOR: PG&E RESOURCES COMPANY				FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWSW 24-26N-112W								
FONTENELLE 13-34 PW	*	00124-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195597	.0184859
OPERATOR: PG&E RESOURCES COMPANY				FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWSW 34-26N-112W								
FONTENELLE 14-01 PW	*	09125-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY				FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWSW 1-25N-112W								
FONTENELLE 14-02 PW	*	09126-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY				FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWSW 2-25N-112W								
FONTENELLE 14-04 PW	*	09128-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY				FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWNW 4-25N-112W								

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FONTENELLE 14-06 PW *	09129-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: LOT 7 6-25N-111W							
FONTENELLE 14-27 PW *	09127-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWSW 27-26N-112W							
FONTENELLE 22-22B PW *	09130-00-00-1	WY	LINCOLN	.0000000	.0045000	.0720000	.0594000
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: FRONTIER				
DESCRIPTION: SENW-22-26N-112W							
FONTENELLE 22-36 PW *	09131-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SENW 36-26N-112W							
FONTENELLE 23-07F PW *	09134-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NESW 7-25N-111W							
FONTENELLE 23-25 PW *	09132-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NESW 25-26N-112W							
FONTENELLE 23-33 PW *	09133-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: LOT 7 33-26N-112W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FONTENELLE 31-04 PW *	09135-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWNE 4-25N-112W							
FONTENELLE 31-05 PW *	09136-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWNE 5-25N-112W							
FONTENELLE 31-06F PW *	09137-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWNE 6-25N-111W							
FONTENELLE 32-10 PW *	09138-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWNE 10-25N-112W							
FONTENELLE 33-04 PW *	09141-00-00-1	WY	LINCOLN	.0148326	.0148326	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWSE 4-25N-112W							
FONTENELLE 33-12 PW *	01288-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWSE 12-15N-112W							
FONTENELLE 33-13 PW *	09139-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWSE 13-25N-112W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FONTENELLE 33-24 PW *	09140-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NWSE 25-26N-112W							
FONTENELLE 34-03 PW *	09144-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWSE 3-15N-112W							
FONTENELLE 34-09 PW *	09145-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWSE 9-25N-112W							
FONTENELLE 34-23 PW *	09142-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: SWSE 23-26N-112W							
FONTENELLE 34-28 PW *	09143-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: LOT 9 28-26N-112W							
FONTENELLE 41-09 PW *	09149-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: NENE 9-25N-112W							
FONTENELLE 41-24 PW *	09146-00-00-1	WY	LINCOLN	.0134239	.1184180	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY			FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: LOT 1 24-26N-112W							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
FONTENELLE 41-36	PW	*	09148-00-00-1	WY	LINCOLN	.0134239	.0118418	.0195606	.0161375
OPERATOR: PG&E RESOURCES COMPANY					FORMATION: CONSL FRONTIER ABCD				
DESCRIPTION: LOT 1 36-26N-112W									
GHU 3-32	PW	*	09398-00-00-1	WY	SUBLETTE	.5000000	.4275042	.5000000	.4275042
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWNW 32-31N-113W									
GHU 5-32	PW	*	09399-00-00-1	WY	SUBLETTE	.5000000	.4275042	.5000000	.4275042
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SESW 32-31N-113W									
GRB T 14-34	PW	*	09461-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4493539
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 34-27N-113W, NENE									
GRB T 15-27	PW	*	09462-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 27-27N-113W, NWNE									
GRB T 16A-27	PW	*	09463-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 27-27N-113W, SWNE									
GRB T 17-27	PW	*	09464-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 27-27N-113W, NENE									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB T 18-27	PW	*	09465-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 27-27N-113W, SENE									
GRB T 19-03	PW	*	09466-00-00-1	WY	LINCOLN	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: LOT 8 3-26N-113W									
GRB T 22-03	PW	*	09469-00-00-1	WY	LINCOLN	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: LOT 9 3-26N-113W									
GRB T 23-03	PW	*	09470-00-00-1	WY	LINCOLN	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 3-26N-113W, NESE									
GRB T 24-27	PW	*	09471-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 27-27N-113W, NESE									
GRB T 26-35	PW	*	09472-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 35-27N-113W, SWNW									
GRB T 27-35	PW	*	09473-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV "A-B-C"				
DESCRIPTION: 35-27N-113W (NWNW)									

SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB T 28-35	PW	*	09476-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 35-27N-113W, NWSW									
GRB T 29-35	PW	*	09477-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 35-27N-113W, NENW									
GRB T 31-02	PW	*	09478-00-00-1	WY	LINCOLN	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 2-26N-113W, NWNW									
GRB T 32-27	PW	*	09479-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 27-27N-113W, SESE									
GRB T 34-03	PW	*	09481-00-00-1	WY	LINCOLN	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 3-26N-113W, SESE									
GRB T 36-35	PW	*	09483-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 35-27N-113W, SENW									
GRB T 37-35	PW	*	09484-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 35-27N-113W, NESW									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB T 39-35		*	09485-00-00-1	WY	SUBLETTE	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 35-27N-113W, SWSW									
GRB T 44-31	PW	*	09489-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG					FORMATION: ALMY T-41				
DESCRIPTION: NESW 31-27N-112W									
GRB T 49-10	PW	*	09492-00-00-1	WY	LINCOLN	.0000000	.0000000	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESV A-B-C				
DESCRIPTION: 10-26N-113W, NENE									
GRB T 50-10	LW	*	09495-00-00-1	WY	LINCOLN	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: 10-26N-113W, SENE									
GRB T 60-34	PW	*	09499-00-00-1	WY	SUBLETTE	.5235390	.4491970	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESAVERDE A-B-C				
DESCRIPTION: 34-27N-113W, SENE									
GRB T 61-34	PW	*	09500-00-00-1	WY	SUBLETTE	.5235390	.4491970	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESAVERDE A-B-C				
DESCRIPTION: 34-27N-113W, NESE									
GRB T 62-34	PW	*	09501-00-00-1	WY	SUBLETTE	.5235390	.4491970	.5235390	.4491970
OPERATOR: EOG					FORMATION: MESAVERDE A-B-C				
DESCRIPTION: 34-27N-113W, SESE									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
GRB T 8-36	PW	*	09511-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: ALMY T-5				
DESCRIPTION: 36-27N-113W, NESW									
GULF STATE 1-16	LW	*	09649-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: SEC. 16-27N-112W, (SESW)									
HANSON FEDERAL 40-06		*	09843-00-00-1	WY	LINCOLN	.5000000	.4075000	.5000000	.4075000
OPERATOR: PRESIDIO OIL COMPANY					FORMATION: BEAR RIVER				
DESCRIPTION: 2882' FNL, & 968' FEL, SEC. 6-26N-11W, (NESE)									
HYRUM DITCH 11X26 CW		*	10115-00-00-1	WY	LINCOLN	.0000000	.0110690	.0000000	.0110690
OPERATOR: FMC CORPORATION					FORMATION: FRONTIER				
DESCRIPTION: PT RE-SURV LOT 44 & 45, LOTS 3 & 4-26&27-T26N-113W									
HYRUM DITCH 31X26 CW		*	00116-00-00-1	WY	LINCOLN	.0000000	.0058330	.0000000	.0000000
OPERATOR: FMC CORPORATION					FORMATION: FRONTIER				
DESCRIPTION: LOT 7, 8, PT LOTS 41 & 43-26-T26N-R113W									
ISE 16-17	PW	*	06629-00-00-1	WY	SUBLETTE	.4502007	.3790573	.4502007	.3790573
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NWSE 17-29N-112W									
ISENHOUR-ALMY		*	99999-99-99-F	WY	SUBLETTE	.4502000	.3790457	.4502000	.3790457
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: ALMY PA									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
LARSON 1-17	LW	*	10315-00-00-1	WY	LINCOLN	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: SENW 17-26N-112W									
LIU 3-24	PW	*	10457-00-00-1	WY	SUBLETTE	1.0000000	.7949999	1.0000000	.7949999
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: SWSW 24-29N-112W									
LIU 4-23	PW	*	10463-00-00-1	WY	SUBLETTE	1.0000000	.7499999	1.0000000	.7949999
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: NESE 23-29N-112W									
LONG ISLAND ALMY A-B		*	99999-99-99-D	WY	SUBLETTE	1.0000000	.8250688	1.0000000	.8250688
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: ALMY PA A-B									
LONG ISLAND MESV		*	99999-99-99-C	WY	SUBLETTE	1.0000000	.7950000	1.0000000	.7950000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: MESAVERDE PA									
M & M 1-14	LW	*	16016-00-00-1	WY	SUBLETTE	1.0000000	.8150000	1.0000000	.8150000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWNW 14-29N-113W									
MASON 3-18	LW	*	16155-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: TRANSITION				
DESCRIPTION: SWSW 18-31N-113W									

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
MCD ALMY PA A *	99999-99-99-G	WY	SUBLETTE	1.0000000	.8532585	1.0000000	.8532585
OPERATOR: EOG			FORMATION: ALMY A				
DESCRIPTION: ALMY PA A							
MCD ALMY PA B-F *	99999-99-99-H	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: ALMY B-F				
DESCRIPTION: ALMY PA B-F							
MCD ALMY PA C-D *	99999-99-99-I	WY	SUBLETTE	1.0000000	.8446556	1.0000000	.8446556
OPERATOR: EOG			FORMATION: ALMY C-D				
DESCRIPTION: ALMY PA C-D							
MCD ALMY PA E *	99999-99-99-J	WY	SUBLETTE	1.0000000	.8600000	1.0000000	.8600000
OPERATOR: EOG			FORMATION: ALMY E				
DESCRIPTION: ALMY PA E							
MCD ALMY PA H *	99999-99-99-K	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: ALMY H				
DESCRIPTION: ALMY PA H							
MCD ALMY PA I *	99999-99-99-L	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG			FORMATION: ALMY I				
DESCRIPTION: ALMY PA I							
MCD ALMY PA J *	99999-99-99-M	WY	SUBLETTE	.5000000	.4225000	.5000000	.4225000
OPERATOR: EOG			FORMATION: ALMY J				
DESCRIPTION: ALMY PA J							

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
MCD 87-18	PW	*	04350-00-00-1	WY	SUBLETTE	.5000000	.4225000	.5000000	.4225000
OPERATOR: EOG					FORMATION: ALMY J				
DESCRIPTION: NENE 18-28N-112W									
MCGINNIS 1-17	LW	*	10717-00-00-1	WY	LINCOLN	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: NWSW 17-26N-112W									
MICK CRK FED 1-17 LW		*	10788-00-00-1	WY	SUBLETTE	.7000000	.5792500	.7000000	.5792500
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: NWNW 17-32N-114W									
MILLS 2-33	LW	*	04427-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: 23-27N-113W, SWSW									
NEW FORK MESA 1-15		*	01579-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: BAXTER				
DESCRIPTION: 1169' FSL & 1122' FEL, SEC. 15-28N-113W, (SESE)									
NPC 1-30	LW	*	10921-00-00-1	WY	SUBLETTE	1.0000000	.8500000	1.0000000	.8500000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: NENW 30-31N-113W									
NPC 2-19	LW	*	01017-01-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: TRANSITION				
DESCRIPTION: NENW SEC 19-31N-113W									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
NPC 2-19	LW	*	01017-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: 660' FNL & 1100' FWL (NWNW) SEC. 19-31N-113W									
OPAL 4-21	LW	*	04728-00-00-1	WY	LINCOLN	1.0000000	.8500000	1.0000000	.8500000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: NWSE 21-22N-112W									
PSU 10-31	PW	*	04906-00-00-1	WY	SUBLETTE	1.0000000	.8475507	1.0000000	.8475507
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W, (NWNE)									
PSU 11-31	PW	*	04907-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W (SENW)									
PSU 12-30	PW	*	04908-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 30-29N-112W (NESW)									
PSU 13-31	PW	*	04909-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W (NESW)									
PSU 14-31	PW	*	04910-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W (SWNE)									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
PSU 19-31	PW	*	04911-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W (SESW)									
PSU 21-31	PW	*	04913-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W (SWSE)									
PSU 25-30	WIW PW	*	04915-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 30-29N-112W (SENW)									
PSU 27-30	WIW PW	*	04916-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 30-29N-112W (NENW)									
PSU 29-02	PW	*	04918-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 2-28N-112W (LOT 5) NENE									
PSU 3-31	PW	*	04919-00-00-1	WY	SUBLETTE	1.0000000	.8475507	1.0000000	.8475507
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W (NENW)									
PSU 5-31	PW	*	04923-00-00-1	WY	SUBLETTE	1.0000000	.8475507	1.0000000	.8475507
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 31-29N-112W (NENW)									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
PSU 6-30	PW	*	04924-00-00-1	WY	SUBLETTE	1.0000000	.8475507	1.0000000	.8475507
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: SEC 30-29N-112W (SESW)									
PSU 7-31	PW	*	04925-00-00-1	WY	SUBLETTE	1.0000000	.8475506	1.0000000	.8475506
OPERATOR: EOG					FORMATION: P SAND				
DESCRIPTION: 1979' FNL & 668' FWL, SEC 31-29N-112W (SENW)									
RUBEN ALMY STRAY 3&4		*	99999-99-99-0	WY	SUBLETTE	.6195350	.5052063	.6195350	.5052063
OPERATOR: EOG					FORMATION: ALMY STRAY 3 & 4				
DESCRIPTION: ALMY STRAY 3 & 4									
S 11-28	LW	*	04074-00-00-1	WY	SUBLETTE	1.0000000	.8170000	1.0000000	.8170000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NENW 28-30N-113W									
S 14-21	LW	*	04077-00-00-1	WY	SUBLETTE	1.0000000	.8320000	1.0000000	.8320000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: NESE 21-30N-113W									
S 19-28	LW	*	04079-00-00-1	WY	SUBLETTE	1.0000000	.8170000	1.0000000	.8170000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SENW 28-30N-113W									
S 2-21	LW	*	04080-00-00-1	WY	SUBLETTE	1.0000000	.8320000	1.0000000	.8320000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSE 21-30N-113W									

SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
S 28-28	LW	*	04088-00-00-1	WY	SUBLETTE	1.0000000	.8325000	1.0000000	.8325000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: 28-30N-113W, SWNE									
S 4-34	LW	*	04094-00-00-1	WY	SUBLETTE	1.0000000	.8325000	1.0000000	.8325000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SESE 34-30N-113W									
S 6-21	LW	*	04096-00-00-1	WY	SUBLETTE	1.0000000	.8320000	1.0000000	.8320000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSW 21-30N-113W									
S 7-36	LW	*	04097-00-00-1	WY	SUBLETTE	1.0000000	.8250000	1.0000000	.8250000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSW 36-30N-113W									
SADDLE RIDGE-MESV		*	99999-99-99-A	WY	SUBLETTE	1.0000000	.7848011	1.0000000	.7848011
OPERATOR: EOG					FORMATION: MESAVERDE				
DESCRIPTION: MESAVERDE PA									
SFE FED 4-24	LW	*	01685-00-00-1	WY	SUBLETTE	1.0000000	.8020060	1.0000000	.8020060
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: 1316' FNL & 1318' FWL, 24-28N-113W (NW)									
SHU 34-08	LW	*	06151-00-00-1	WY	LINCOLN	.2500000	.2025000	.2500000	.2025000
OPERATOR: MOBIL OIL CORPORATION					FORMATION: MUDDY				
DESCRIPTION:									

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SUBJECT WELLS

WELL NAME			WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
SHU 65-05	CW	*	06152-00-00-1	WY	LINCOLN	.2500000	.2035000	.2500000	.2035000
OPERATOR: MOBIL OIL CORPORATION					FORMATION: BEAR RIVER				
DESCRIPTION: E/2 5-26N-113W									
SPR CRK 7-14	LW	*	05702-00-00-1	WY	LINCOLN	.0000000	.0000000	.5000000	.4325000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSW 14-26N-112W									
ST CAN 19-13	LW	*	05871-01-00-1	WY	LINCOLN	1.0000000	.8625000	1.0000000	.8625000
OPERATOR: EOG					FORMATION: BAXTER				
DESCRIPTION: 1515' FSL & 3455' FWL, NWSE, 13-26N-112W									
ST CAN 9-11	LW	*	05880-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: 1350' FWL & 950' FNL, 11-26N-112W, (N2NW)									
STAR CORRAL UNIT		*	99999-99-99-B	WY	SUBLETTE	1.0000000	.8289655	1.0000000	.8289655
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: ALMY FORMATION PA "A"									
SUPERIOR MARSHALL #1		*	06057-00-00-1	WY	SUBLETTE	1.0000000	.8500000	1.0000000	.8500000
OPERATOR: EOG					FORMATION: ALMY				
DESCRIPTION: SWSW 34-30N-113W									
TAR ISL 1-33	LW	*	06082-00-00-1	WY	SUBLETTE	1.0000000	.8450000	1.0000000	.8450000
OPERATOR: EOG					FORMATION: FRONTIER				
DESCRIPTION: NWSE 33-28N-112W									

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
TAR ISL 2-33 LW *	06083-00-00-1	WY	SUBLETTE	1.0000000	.8125000	1.0000000	.8125000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: NWSE 33-28N-112W							
THOMPSON 2-08 LW *	06124-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SESE 8-29N-113W							
THOMPSON 3-08 LW *	06125-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: TRANSITION				
DESCRIPTION: SESE 8-29N-113W							
TIP TOP AREA B *	06144-00-00-1	WY	SUBLETTE	.0142330	.0108700	.0142330	.0108700
OPERATOR: MOBIL OIL CORPORATION			FORMATION: FRONTIER B				
DESCRIPTION: PT 5&6-27N-113W, PT 6-8,16,17,18-28N-113W, PT 1&12-28N-114W							
TRESNER ST 5-36 LW *	01562-00-00-1	WY	SUBLETTE	1.0000000	.8750000	1.0000000	.8750000
OPERATOR: EOG			FORMATION: ALMY				
DESCRIPTION: SWNE 36-29N-113W							
TRUE 10-22 LW *	14305-00-00-1	WY	SUBLETTE	.2653600	.2231580	.2653600	.2231580
OPERATOR: PRESIDIO OIL COMPANY			FORMATION: FRONTIER AND OR BEAR RIVER				
DESCRIPTION: NW 22-27N-111W							
W STEAD CANYON 17-9D *	21409-00-00-1	WY	LINCOLN	1.0000000	.8650000	1.0000000	.8650000
OPERATOR: EOG			FORMATION: FRONTIER				
DESCRIPTION: SHL: 1225' FNL/1197' FWL. BHL: 2500' FNL/500' FWL.9-26N-112W							

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SUBJECT WELLS

WELL NAME	WELL NUMBER	ST	COUNTY	WORKING INTEREST BPO	REVENUE INTEREST BPO	WORKING INTEREST APO	REVENUE INTEREST APO
WILLOW CREEK 1-03 PW *	08311-00-00-1	WY	LINCOLN	.7500000	.6333050	.7500000	.6333605
OPERATOR: EOG			FORMATION: FORT UNION				
DESCRIPTION: NWNW 3-24N-114W							

PART IV

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Delivery Points

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Meter #	Well Name
90105	B 15A-11
90015	B 16-15
90002	B 1A-22
90004	B 3-23
90024	B 30-25
90026	B 33-10
90027	B 39-11
90106	B 44-25
90028	B 45-02
90007	B 5A-35
90199	B 62-14
90198	B 63-26
90254	B 68-14
90250	B 69 TC-03
90133	B 9A-14
90154	B&H 1-01
91450	Bess Canyon 5-35
90419	Bird State 1-16
90423	Bird State 2-16
90057	BNG 1-28
90235	BNG 101-33
90235	BNG 102-33
90235	BNG 104-33
90235	BNG 105-04
90065	BNG 11-23
90890	BNG 110-09
90941	BNG 111-04
90362	BNG 112-21
90362	BNG 114-28
90384	BNG 115-21
90362	BNG 116-28
90384	BNG 118-20
90067	BNG 15-32
90068	BNG 16-05
90069	BNG 17-05
90070	BNG 18-17
90071	BNG 19-08
90381	BNG 2-28
90235	BNG 20-32
90089	BNG 21-20
90072	BNG 22-05
90074	BNG 25-09
90117	BNG 26-21
90090	BNG 27-04
90114	BNG 28-33
90116	BNG 29-33
90190	BNG 30-28 F&M, BNG 43-28F
90200	BNG 31-21
90383	BNG 31-21
90223	BNG 34-04, BNG 45-04

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Meter #	Well Name
90206	BNG 34-04 F&M
90172	BNG 36-16
90207	BNG 37-33
90392	BNG 38-09
90235	BNG 40-32
90362	BNG 41-28
90208	BNG 42-04
90362	BNG 46-28
90223	BNG 49-33
90062	BNG 5-08
90217	BNG 50-16
90220	BNG 51-04
90362	BNG 53-29
90362	BNG 54-28
90235	BNG 55-33
90384	BNG 56-20
90235	BNG 69-33
90237	BNG 70-28
90362	BNG 75-28
90362	BNG 76-21
90384	BNG 77-21
90256	BNG 81-08
90253	BNG 82-28
90314	BNG 83-09 BR & F
90235	BNG 84-04
90235	BNG 88-04
90418	BNG 92-28 B&F
90431	BNG 93-20
90384	BNG 94A-21
90384	BNG 97-21
94072	BPMV 13-34
94072	BPMV 14-01
94072	BPMV 14-32
94072	BPMV 14-43
94072	BPMV 14-48
94072	BPMV 14-49
94072	BPMV 14-75
94072	BPMV 15-17
94072	BPMV 15-23
94072	BPMV 15-24
94072	BPMV 15-31
94072	BPMV 15-32
91573	Burley #1
90032	C 1-23
90039	C 18-14
90175	C 31-25
90035	C 47-22TC
90035	C 52-22
90342	C 64-33
90358	C 68-34

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Delivery Points

9/24/92

Meter #	Well Name
90825	C 73-23
90035	C 73-23
91169	C 85-03
91247	CBC 27-34
90030	CBU 1-04
90169	CBU 11-34
90107	CBU 13-25
91329	CBU 16-25
90307	CBU 17-35
90412	CBU 18-34
90510	CBU 19-34
90166	CBU 2-35
90658	CBU 20-34
90761	CBU 22-35
91153	CBU 23-34
91250	CBU 26-34
91496	CBU 28-23
90167	CBU 3-34
91251	CBU 36-28
91495	CBU 38-14
90108	CBU 5-14
90531	CBU 9-26
91242	CDR CRK 1-32
91403	CDR CRK 12-32
91445	CDR CRK 15-05
91446	CDR CRK 16-05
91567	CDR CRK 17-05
91434	CDR CRK 7-33
91344	CDR CRK 8-32
90891	CH FED 2-17 Transition
90794	CH FED 24-08 Transition
90031	Chrisman 1-10
90192	Connelly A-1C-32
90191	Connelly A-1C-33
90189	Connelly B-1C-33
91348	Cutthroat 1-34
90468	DHU 4-10
91345	Dry Basin 1-8
90161	E 22-31
91433	E ST CAN 20-13
90168	ELB 10-4
90201	ELB 11-5
90275	ELB 12-27
90261	ELB 15-29
90263	ELB 17-33
90413	ELB 19-28
90415	ELB 20-21
90511	ELB 21-29
90512	ELB 22-32
90524	ELB 23-05

Meter #	Well Name
90605	ELB 24-05
90747	ELB 25-32
90781	ELB 27-32
90795	ELB 29-28
90184	ELB 2A-33
90796	ELB 30-21
90782	ELB 32-33
90797	ELB 33-28
91170	ELB 34-08
94152	ELB 35-03, ELB 62-05, ELB 63-8
91162	ELB 36-08
90942	ELB 37-04
91346	ELB 41-28
90185	ELB 5-28
91347	ELB 61-05
91343	ELB 68-22
90186	ELB 7-29
90187	ELB 8-32
90209	ELB 9-08
90737	Federal 10-05
90791	Federal 10-17
90628	Federal 10-19
90757	Federal 10-20
90762	Federal 10-28
90644	Federal 10-29
90829	Federal 10-30
91237	Federal 10-31
90744	Federal 10-32
90790	Federal 10-8
90976	Federal 20-07
90966	Federal 20-17
90128	Federal 20-20
90967	Federal 20-29
91280	Federal 20-6
90749	Federal 30-04
91426	Federal 30-15
90969	Federal 30-17
91192	Federal 30-20
90965	Federal 30-28
90833	Federal 30-31
90968	Federal 30-8
90792	Federal 40-06
90793	Federal 40-07
91101	Federal 40-17
90764	Federal 40-20
90647	Federal 40-29
90645	Federal 40-30
90646	Federal 40-32
90889	FFC 1-1
90202	FFC 1-15

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Delivery Points

9/24/92

Meter #	Well Name
91210	FFC 10-15
91222	FFC 11-14
91444	FFC 13-10
91107	FFC 2-12 F&M
91100	FFC 3-12 BR & BX
91123	FFC 4-13
91154	FFC 5-13
91209	FFC 6-31
91179	FFC 7-31 (BR)
91220	FFC 8-30
90562	FOG CRK 1-32
90631	FOG CRK 10-08
90561	FOG CRK 2-16
90564	FOG CRK 4-17
90583	FOG CRK 6-16
90611	FOG CRK 8-20
90612	FOG CRK 9-21
91494	Fontenelle Res. 1-22
90203	GRB 1-19
90231	GRB 10-9
91259	GRB 100-35
94154	GRB 102-36 BR & F, GRB 2-36
90225	GRB 12-07
90230	GRB 13-17
91555	GRB 136-18 F, GRB 136-17 F
91559	GRB 137-18 F
91954	GRB 138-18 F
90232	GRB 14-20
94169	GRB 141-01 BR & F, GRB B 6-1
91376	GRB 148-2 BR & F
91492	GRB 149-10 BR & F
90229	GRB 15-07
91501	GRB 150-10
91373	GRB 152-11
91448	GRB 159-13
90485	GRB 16-33
91449	GRB 160-14
91428	GRB 166-18
90233	GRB 17-11 BR & F
91558	GRB 173-15 F
91503	GRB 175-10
94146	GRB 18-01BR & F, GRB 1-1, GRB 18-19
91560	GRB 188-22 F
90268	GRB 19-35 BR & F
90214	GRB 2-12
90292	GRB 21-34 F & M
90283	GRB 22-27 BR & F
90234	GRB 23-02 BR & F
90326	GRB 24-02
90310	GRB 25-02 F, GRB 45-12

[redacted] **Delivery Points** [redacted] 9/24/92

Meter #	Well Name
90239	GRB 27-14
90241	GRB 28-18
90257	GRB 29-30 BX & F
90204	GRB 3-31
90240	GRB 30-15 BX & F
90280	GRB 33-06
90362	GRB 34-06
90286	GRB 35-07
90285	GRB 36-18
90308	GRB 37-20
90313	GRB 38-36 BX & F
90341	GRB 39A-31
90218	GRB 4-13
90258	GRB 41-36 BR & F
90289	GRB 43-11 F & M
90266	GRB 44-14 F & M
90287	GRB 46-01 GRB 46-1A B
90312	GRB 47-02
90379	GRB 49-19 BX & F
90424	GRB 50-30 BX & F
90513	GRB 51-01
90445	GRB 52-35 BR & F
90507	GRB 53-23 F
90515	GRB 54-36 F & M
94170	GRB 55-01 BR & F, GRB B 7-1
90657	GRB 57-06
90525	GRB 58-18
90210	GRB 6-30 BX & F
90653	GRB 60-17
90652	GRB 63-35
90651	GRB 64-11
90650	GRB 65-14
90886	GRB 66-17
90765	GRB 67-06
90656	GRB 68-30 BX & F
90655	GRB 69-19 BX & F
90212	GRB 7-06
90778	GRB 70-19 BX & F
90799	GRB 71-06
90783	GRB 72-27 BR & F
90818	GRB 73-17 F
90784	GRB 74-31 BX, F & M
90819	GRB 75-31 BX & F
90887	GRB 76-14 BR & F
90916	GRB 77-13
90885	GRB 78-13
90883	GRB 79-12 BR, BX & F
90884	GRB 80-07 BR & F
91108	GRB 81-36 BR & F
90926	GRB 82-6 BX & F

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Delivery Points

9/24/92

Meter #	Well Name
90930	GRB 83-07 BR & F
91036	GRB 84-18
91048	GRB 85-12
91097	GRB 87-11
91127	GRB 88-35
91335	GRB 90-34
91279	GRB 94-27 F
91377	GRB 98-27 BR & F
91285	GRB 99-27 BR & F
91447	GRB B 10-12
91561	GRB B 14-31
91432	GRB B 4-36
94168	GRB B 5-36, GRB 8-36, BR & F
91431	GRB B 9-1
90194	GRB CP-1
90195	GRB CP-2
90213	GRB CP-5
90374	GRB T 14-34
90374	GRB T 15-27
90374	GRB T 16A-27
90374	GRB T 17-27
90374	GRB T 19-03
90374	GRB T 22-03
90374	GRB T 23-03
90374	GRB T 24-27
90374	GRB T 26-35
90374	GRB T 27-35
90374	GRB T 28-35
90374	GRB T 29-35
90374	GRB T 31-02
90374	GRB T 34-03
90374	GRB T 39-35
90374	GRB T 49-10
90374	GRB T 60-34
90374	GRB T 62-34
90374	GRB T-32-27
91408	Hairsear 1-22
91053	Hanson Federal 40-6
91300	Horseshoe Bend 1-20
91299	Horseshoe Bend 2-21
90622	Isenhour #16-17
91497	Jory Hill 1-29 F & BR
91218	Lansdale Fed 10-8 BR & F
90927	Larson 1-17
90054	M & M 1-4
91281	MCB 2-23
94025	Mick CRK FED 1-17
90649	Mills 1-22
91331	MP 10-3
91277	MP 12-10

[redacted] Deli[redacted]ints [redacted] 9/24/92

Meter #	Well Name
91228	MP 14-11
91221	MP 16-10
91245	MP 17-11
91234	MP 19-10
92158	MP 20-11
91330	MP 21-11
91263	MP 23-14
91208	MP 3-03
91211	MP 4-11
91352	MP 5-3
91353	MP 7-3
91229	MP 9-03
91212	NCB 1-23
90395	NCB 22-17
91491	NCB 4-23 BX & F
91358	New Fork Mesa
90355	NLB 19-09
90356	NLB 20-8
90357	NLB 21-04
90420	NLB 23-16
90508	NLB 24-33
90602	NLB 25-05
90766	NLB 27-17
91109	NLB 30-16
91131	NLB 31-08
91175	NLB 32-05
91163	NLB 33-17
91125	NLB 34-21
91171	NLB 35-33
91555	NLB 35-34
91176	NLB 37-05
91103	NLB 38-08
91156	NLB 39-17
91332	NLB 40-33
91252	NLB 43-05
91232	NLB 44-34
91233	NLB 45-33
91241	NLB 46-33
91235	NLB 48-4
91239	NLB 49-9
91435	NLB 51-16
91327	NLB 52-16
91360	NLB 53-21
91381	NLB 54-20
91278	NLB 55-17
91262	NLB 56-17
91261	NLB 59-09
94072	PBMV 14-38
94072	PBMV 15-15
90785	Red Hill 1-18

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Delivery Points

9/24/92

Meter #	Well Name
91243	Rippes Draw 1-15
90171	S 11-28
90530	S 18-21
90529	S 19-28
90606	S 21-28
90566	S 22-23
90595	S 24-28
90593	S 25-34
90600	S 26-33
90613	S 27-33
90614	S 28-28
90769	S 31-28
90926	S 32-33
90918	S 33-28
91031	S 34-34
91354	S 35-03
90046	S 4-34
91238	S 40-33
91298	S 50-21
90047	S 6-21
90048	S 7-36
90380	SHB 1-08 F & M
91257	SHB 12-04
91276	SHB 13-08
91266	SHB 15-04 BX & F
91260	SHB 21-04 BR & F
90401	SHB 3-16 F
90400	SHB 4-09 F
90444	SHB 5-16
91133	SHB 6-16
91264	SLB 1-04 F & M
91231	SLB 2-28 F & BX
91249	SLB 3-33 BR, BX & F
94139	SLB 4-33
91326	SLB 5-33 BR, BX & F
91246	SLB 6-28 BR, BX & F
91230	SLB 7-28A BR, BX & F
91336	SLB 8-33 BR, BX & F
91379	SLB 9-33 BR, BX & F
90592	ST CAN 1-15
91240	ST CAN 19-13 F-B
90777	ST CAN 3-13
90778	ST CAN 5-14 BX
90929	ST CAN 6-10
90911	ST CAN 7-10
90932	ST CAN 8-11 F
90985	ST CAN 9-11
90053	Superior Marshall #1
90528	TAR ISL 1-33
91490	Term Draw 3-15

[redacted] Deliv[redacted]nts [redacted]9/24/92

Meter #	Well Name
94048	Thompson 2-08, Thompson 3-08
91007	True 10-22
91213	W ST CAN 12-9
91510	W ST CAN 13-09
91333	W ST CAN 14-9
91502	W ST CAN 15-09
91562	W ST CAN 18-17
94181	W ST CAN 20-9D
91596	West Swan 1-24
91613	West Swan 2-25
91614	West Swan 3-25
90575	Willow Creek 1-03

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SCHEDULE 1
TO CONVEYANCE OF PRODUCTION PAYMENT

SCHEDULED QUANITIES OF PRODUCTION PAYMENT
HYDROCARBONS PROJECTED TO BE RECEIVED

Month:	MMBtus per day:	MMBtus per month:
Oct-92	130,000	4,030,000
Nov-92	107,500	3,225,000
Dec-92	107,500	3,332,500
Jan-93	107,500	3,332,500
Feb-93	107,500	3,010,000
Mar-93	107,500	3,332,500
Apr-93	107,500	3,225,000
May-93	107,500	3,332,500
Jun-93	107,500	3,225,000
Jul-93	107,500	3,332,500
Aug-93	107,500	3,332,500
Sep-93	107,500	3,225,000
Oct-93	107,500	3,332,500
Nov-93	107,500	3,225,000
Dec-93	107,500	3.332,500
Jan-94	107,500	3,332,500
Feb-94	107,500	3,010,000
Mar-94	107,500	3,332,500
Apr-94	107,500	3,225,000
May-94	107,500	3,332,500
Jun-94	107,500	3,225,000
Jul-94	107,500	3,332,500
Aug-94	107,500	3,332,500
Sep-94	107,500	3,225,000
Oct-94	107,500	3,332,500
Nov-94	101,983	3,059,490
Dec-94	101,983	3,161,473
Jan-95	101,983	3,161,473
Feb-95	101,983	2,855,524
Mar-95	101,983	3,161,473
Apr-95	101,983	3,059,490
May-95	101,983	3,161,473
Jun-95	101,983	3,059,490
Jul-95	101,983	3,161,473
Aug-95	101,983	3,161,473
Sep-95	101,983	3,059,490
Oct-95	101,983	3,161,473
Nov-95	98,212	2,946,360
Dec-95	98,212	3,044,572
Jan-96	58,212	1,804,572
Feb-96	58,212	1,688,148
Mar-96	58,212	1,804,572
Apr-96	58,212	1,746,360
May-96	58,212	1,804,572
Jun-96	58,212	1,746,360
		136,314,311
		=========

SCHEDULE 2
To Conveyance of Production Payment
Index Price; Firmness Premium

"Index Price" with respect to Gas for any Month means a weighted average price determined by (a) multiplying the percentages by the respective indices as shown below, and (b) adding the result of such calculations to arrive at the total Index Price. The indices are further defined as follows:

Index 1 - Tomahawk:	Price per MMBtu set forth in the first issue of Inside F.E.R.C. Gas Market Report published each month in the table "Prices for Spot Gas Delivered to Pipelines" under the section entitled "Northern Natural Gas Co. - Texas, Oklahoma, Kansas".
Index 2 - Big Blue:	Price per MMBtu set forth in the first issue of Inside F.E.R.C. Gas Market Report published each month in the table "Prices for Spot Gas Delivered to Pipelines" under the section entitled "El Paso Natural Gas Co. - Anadarko Basin".
Index 3 - Matagorda:	Price per MMBtu set forth in the first issue of Inside F.E.R.C. Gas Market Report published each month in the table "Prices for Spot Gas Delivered to Pipelines" under the section entitled "Texas Eastern Transmission Co. - Texas".
Index 4 - South Texas:	Price per MMBtu set forth in the first issue of Natural Gas Week published each month in the table "Cash Market Hub Trading" under the section entitled "Henry Hub, LA" less $0.13.

SCHEDULE 2 (CONTINUED)
TO CONVEYANCE OF PRODUCTION PAYMENT
INDEX PRICE; FIRMNESS PREMIUM

INDEX	1 TOMAHAWK	2 BIG BLUE	3 MATAGORDA	4 SOUTH TEXAS	TOTAL
Oct-92	24.23%	10.38%	34.62%	30.77%	100.00%
Nov-92	29.30%	12.56%	20.93%	37.21%	100.00%
Dec-92	29.30%	12.56%	20.93%	37.21%	100.00%
Jan-93	29.30%	12.56%	20.93%	37.21%	100.00%
Feb-93	29.30%	12.56%	20.93%	37.21%	100.00%
Mar-93	29.30%	12.56%	20.93%	37.21%	100.00%
Apr-93	29.30%	12.56%	20.93%	37.21%	100.00%
May-93	29.30%	12.56%	20.93%	37.21%	100.00%
Jun-93	29.30%	12.56%	20.93%	37.21%	100.00%
Jul-93	29.30%	12.56%	20.93%	37.21%	100.00%
Aug-93	29.30%	12.56%	20.93%	37.21%	100.00%
Sep-93	29.30%	12.56%	20.93%	37.21%	100.00%
Oct-93	29.30%	12.56%	20.93%	37.21%	100.00%
Nov-93	29.30%	12.56%	20.93%	37.21%	100.00%
Dec-93	29.30%	12.56%	20.93%	37.21%	100.00%
Jan-94	29.30%	12.56%	20.93%	37.21%	100.00%
Feb-94	29.30%	12.56%	20.93%	37.21%	100.00%
Mar-94	29.30%	12.56%	20.93%	37.21%	100.00%
Apr-94	29.30%	12.56%	20.93%	37.21%	100.00%
May-94	29.30%	12.56%	20.93%	37.21%	100.00%
Jun-94	29.30%	12.56%	20.93%	37.21%	100.00%
Jul-94	29.30%	12.56%	20.93%	37.21%	100.00%
Aug-94	29.30%	12.56%	20.93%	37.21%	100.00%
Sep-94	29.30%	12.56%	20.93%	37.21%	100.00%
Oct-94	29.30%	12.56%	20.93%	37.21%	100.00%
Nov-94	25.48%	13.24%	22.06%	39.22%	100.00%
Dec-94	25.48%	13.24%	22.06%	39.22%	100.00%
Jan-95	25.48%	13.24%	22.06%	39.22%	100.00%
Feb-95	25.48%	13.24%	22.06%	39.22%	100.00%
Mar-95	25.48%	13.24%	22.06%	39.22%	100.00%
Apr-95	25.48%	13.24%	22.06%	39.22%	100.00%
May-95	25.48%	13.24%	22.06%	39.22%	100.00%
Jun-95	25.48%	13.24%	22.06%	39.22%	100.00%
Jul-95	25.48%	13.24%	22.06%	39.22%	100.00%
Aug-95	25.48%	13.24%	22.06%	39.22%	100.00%
Sep-95	25.48%	13.24%	22.06%	39.22%	100.00%
Oct-95	25.48%	13.24%	22.06%	39.22%	100.00%
Nov-95	22.62%	13.75%	22.91%	40.73%	100.00%
Dec-95	22.62%	13.75%	22.91%	40.73%	100.00%
Jan-96	38.16%	23.19%	38.65%	0.00%	100.00%
Feb-96	38.16%	23.19%	38.65%	0.00%	100.00%
Mar-96	38.16%	23.19%	38.65%	0.00%	100.00%
Apr-96	38.16%	23.19%	38.65%	0.00%	100.00%
May-96	38.16%	23.19%	38.65%	0.00%	100.00%
Jun-96	38.16%	23.19%	38.65%	0.00%	100.00%

In the event any price referred to herein is not published, but the range of prices is published in the applicable portion of the applicable publication, the price used shall be the average of the prices quoted as the "range". In the event any applicable publication referred to herein is no longer published, or the prices required hereunder are no longer available, the price last determined on the basis of such publication shall continue as the applicable Index Price until an alternate method is established pursuant to the provisions hereof. Grantor and Grantee will use their reasonable efforts to negotiable a mutually acceptable alternative index representing the estimated spot price of Gas or Oil, as applicable, at the applicable location (the "Spot Price"). If by the end of the first Month for which the price could not be determined as set forth above the parties are unable to agree upon a substitute methodology and/or publication to determine the Index Price, then Grantor and Grantee shall each in good faith prepare a list of up to five alternative published references posting or prices representative of Spot Prices for Gas or Oil, as applicable, delivered in the same geographic area. Each list shall be set forth in that party's priority order with the highest priority index listed first. Each party shall submit its list to the other within ten days after the end of the first Month for which the price could not be determined as set forth above. The lists shall be compared and the first listed index appearing in Grantee's list that also appears in Grantor's list shall constitute the replacement index and shall be used to determine the applicable Index Price. In the event there is no match the parties shall exchange lists again within 10 days and the first index appearing in Grantee's list that also appears in Grantor's list shall constitute the replacement index and shall be used to determine the Index Price. If either party fails to provide a list of that party's alternative published references within the time herein provided, such party's list shall not be considered and the first listing on the other party's list shall be the replacement index. If no replacement index is established pursuant to the procedures followed herein, then the replacement index shall be the average of the first index submitted by each party on its final list.

"Firmness Premium" with respect to Gas means $0.03 per MMBtu. There is no Firmness Premium with respect to Oil.