Produc'n 88--Rev [redacted]
Wyo. ...g (U)
(12-56)

OIL AND [redacted] LEASE

THIS AGREEMENT, made and entered into this 25th day of May, 19 94, by and between
Mary R. Nelson, a married woman

of 3922 Broadwater, Bozeman, MT 59715, hereinafter called lessor (whether one or more), and
Starwood, Inc., a Texas Corporation of 73 N. Ranch Rd., Littleton, CO 80127-5775 hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 111 West, 6th P.M.
Section 3: Lot 3,4, S/2NW/4, SW/4
Section 4: Lot 1,2, S/2NE/4, SE/4
Township 34 North, Range 111 West, 6th P.M.
Section 19: Lot 4
Section 28: SE/4, NE/4
Section 30: Lot 1,2,3, E/2NW/4, NE/4SW/4
Section 33: E/2 Section 34: SW/4

246865

RECORDED June 14, 19 94 9:20 AM
IN BOOK 97 PAGE 1
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

of Section ....., Township ....., Range ....., it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1714.29 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at address shown above [illegible] sum of $2.00 per net acre [illegible] which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

x Mary R. Nelson
Mary R. Nelson, a married woman

SSN:

STATE OF MONTANA
COUNTY OF GALLATIN } SS.

(Individual—~~Wyo.~~ MT)

On this 7th day of June, 19 94, before me personally appeared MARY R NELSON, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
10/10/94

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

On this _____ day of _____, 19_____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

Producers 88—Rev
Wyoming (U)
(12-56)

OIL AND [redacted] LEASE

THIS AGREEMENT, made and entered into this 26th day of May, 19 94, by and between George L. Barp and Edith L. Barp, husband & wife

of P.O.Box 490,Big Piney,WY 83113, hereinafter called lessor (whether one or more), and Starwood,Inc.,a Texas Corporation of 73 N. Ranch Rd.,Littleton,CO 80127-5775 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6thP.M.
Section 35: W/2, SW/4NE/4, SE/4
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1,2 & 3

246865

RECORDED June 14, 1994 9:20 A M
IN BOOK 97 PAGE 3
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sadon

of Section ____, Township ____, Range ____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at address shown above Bank at XXXXX which bank or its successor shall continue XXXX

approval. 4

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

x George L. Barp
George L. Barp

x Edith L. Barp
Edith L. Barp

SSN:

SSN:

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 6th day of June, 1994, before me personally appeared George L. Barp, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

My commission expires:
Nov. 4, 1996

Lela L Sanders
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 6th day of June, 1994, before me personally appeared Edith L. Barp, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

My commission expires:
Nov. 4, 1996

Lela L Sanders
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

Producers 88—Re[redacted]
Wyoming (U
(12-56)

OIL AND [redacted]S LEASE

[redacted]

THIS AGREEMENT, made and entered into this 26th day of May, 19 94, by and between
Joan R. Miller, a single woman

of 711 Old Canyon Rd., #63, Fremont, CA 94536, hereinafter called lessor (whether one or more), and
Starwood, Inc., a Texas Corporation of 73 N. Ranch Rd., Littleton, CO 80127-5775 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4
Township 32 North, Range 112 West, 6th P.M.
Section 10: 1, 2 & 3

246867

RECORDED June 14, 1994 9:20 AM
IN BOOK M97 PAGE 5
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soyton

of Section ..., Township ..., Range ..., it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of three(3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Wells Fargo Bank, 39265 Paseo Padre PKWY, Fremont, CA 94538 Bank, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of $2.00 per net acre which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

Interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Joan R. Miller
Joan R. Miller

SSN: 541-32-[redacted]548

STATE OF California
COUNTY OF Alameda } SS.

(Individual—Wyo.)

On this 3 day of June, 19 94, before me personally appeared Joan R. Miller, to me known to be the person (or ~~persons~~) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as ~~his~~ (or her or ~~their~~) free act and deed.

My commission expires:
11-21-97

Charlotte A. Werner
Comm #1009264
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
Comm. Expires Nov 21 1997

Charlotte A. Werner
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

On this _____ day of _____, 19_____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____ By _____
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

THIS AGREEMENT made and entered into this 2nd day of [redacted], 19[redacted]

Cornelia M[redacted]hinson Trust

of 9025 N. 109th Ave., Sun City, AZ 85351, hereinafter called lessor (whether one or more) and
Starwood, Inc., a Texas Corporation of 73 N. Ranch Rd., Littleton, CO 80127-5775 hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1,2 & 3

246868

RECORDED June 14 1994 9:20 AM
IN BOOK 97 Orig PAGE 7
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sacton

of Section ____, Township ____, Range ____ it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at address shown above sum of $2.00 per net acre which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming, insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Cornelia M. Robinson Trust

BY: Cornelia M. Robinson, Ttee

Cornelia M. Robinson, Trustee

SSN: or FIN:

STATE OF Arizona
COUNTY OF Maricopa } SS.

(Individual—Wyo.)

On this 3 day of June, 19 94, before me personally appeared Cornelia M Robinson, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

9.14.94

OFFICIAL SEAL
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires Sept. 14, 1994

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

On this _____ day of _____, 19_____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

_____

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____

Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

[redacted] [redacted] [redacted]

FORM TA-21-2 REV. 3-15-54

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated June 30, 1993, from Robert E. Olson and Ena Olson, individually and as husband and wife, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book 93, Page 98, of the Public Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 31 North, Range 109 West, 6th P.M.
Section 29: Lots 2, 5, 6, $W\frac{1}{2}SE\frac{1}{4}$
Section 32: Lots 1, 2, 3, 4, 6, $NW\frac{1}{4}NE\frac{1}{4}$
Section 33: Lots 1, 2, 3, 5, $NW\frac{1}{4}NW\frac{1}{4}$

#112 404.66

Together with all accretions and riparian rights appurtenant thereto and also the right, title and interest to the bed of the Green River

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Harvey Dean Luce

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto _____ subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Harvey Dean Luce	P.O. Box 219 Big Piney, Wyoming 83113	$ 386.22

246869

RECORDED June 14, 1994 9:40 AM
IN BOOK 97 946 PAGE 9
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 17 day of May, 1994.

_____ (SEAL)

X Harvey Dean Luce (SEAL)
Harvey Dean Luce

_____ (SEAL)

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

STATE OF Wyoming }
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared Harvey Dean Luce

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

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

My Commission Expires 5/17/94

Notary Public.

STATE OF ..... }
COUNTY OF ..... } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ..... day of ....., 19....., personally appeared .....

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

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

My Commission Expires .....

Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

On this .....day of ....., A. D. 19....., before me personally appeared ....., to me personally known, who, being by me duly sworn, did say that he is the .....of .....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public.

My Commission expires .....

No.....

FROM

TO

Dated....., 19.....

No. Acres.....

County.....

This instrument was filed for record on the.....

day of.....19..... at

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

CORRECTION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT;

WHEREAS, by effective date of the 30th day of April, 1993, Esther G. Bunning, a/k/a Esther Cheesman, individually and as Trustee of the John T. Bunning Family Trust did execute and deliver unto CONTEX ENERGY COMPANY, for the consideration therein mentioned, an Oil and Gas Lease covering the following described lands, to wit:

TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M.

Section 27: SWSW
28: NWSE
34: W2NW, SENW, NWSE

all in Sublette County, Wyoming

WHEREAS in said Oil and Gas Lease, by mistake, the effective date was written as *April 30, 1993*, instead of the correct effective date of *April 30, 1994*.

AND WHEREAS the parties are desirous to change and amend the said Oil and Gas Lease hereinabove mentioned.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby amend the said Oil and Gas Lease with respect to the hereinabove changes and adopt and ratify the Oil and Gas Lease as so changed.

IN WITNESS WHEREOF this instrument is executed on the 31st day of May, 1994.

246870

Esther G. Bunning, Grantor

Esther G. Bunning, individually and as Trustee of the John T. Bunning Family Trust, a/k/a John T. Bunning, Jr. Family Trust

RECORDED June 14, 1994 9:55A M
IN BOOK 97 046 PAGE 11
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 31st day of May, 1994, by Esther G. Bunning, in the capacity stated therein.
WITNESS my hand and official seal.

My Commission Expires: 2-25-98

Sandra L. Pleitez
Comm. #1018174
NOTARY PUBLIC CALIFORNIA
SAN DIEGO COUNTY
Comm Expires Feb. 25, 1998

Notary Public
Address: 11717 Bernardo Plaza Court
San Diego, CA 92128

CORRECTION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS THAT;

WHEREAS, by effective date of the 30th day of April, 1993, Ann Marie Gaviotis and Gust M. Gaviotis did execute and deliver unto CONTEX ENERGY COMPANY, for the consideration therein mentioned, an Oil and Gas Lease covering the following described lands, to wit:

TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M.

Section 27: SWSW
28: NWSE
34: W2NW, SENW, NWSE

all in Sublette County, Wyoming

WHEREAS in said Oil and Gas Lease, by mistake, the effective date was written as *April 30, 1993*, instead of the correct effective date of *April 30, 1994*.

AND WHEREAS the parties are desirous to change and amend the said Oil and Gas Lease hereinabove mentioned.

NOW THEREFORE, in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby amend the said Oil and Gas Lease with respect to the hereinabove changes and adopt and ratify the Oil and Gas Lease as so changed.

IN WITNESS WHEREOF this instrument is executed on the 27 day of MAY, 1994.

246871

Ann Marie Gaviotis
Ann Marie Gaviotis

RECORDED June 14, 1994 9:55a M
IN BOOK 97 0v6 PAGE 12
FEES $ 6.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

Gust M. Gaviotis
Gust M. Gaviotis

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 27 day of MAY, 1994, by Ann Marie Gaviotis and Gust M. Gaviotis, her husband.
WITNESS my hand and official seal.

My Commission Expires: MARCH 30, 1997

M BARNES Notary Public
County of NATRONA State of Wyoming
My commission Expires MAR 30, 1997

Notary Public
Address: 2055 South Jefferson
Apt. A
Casper Wy 82601

[redacted] [redacted] [redacted]

Form 3000-3a
(June 1988)

[redacted]

UNI[redacted]ATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

94 MAY -5 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.
W-117264

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Samedan Oil Corporation
Street 1660 Lincoln Street, Suite 3000
City, State, ZIP Code Denver, Colorado 80264

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 113 West, 6th P.M. Section 32: All Containing 640 acres, more or less Sublette County, Wyoming ubject to letter agreement dated 3-11-94 by and etween Samedan Oil Corporation and Flying J Oil & Gas nc. and further subject to a depth limitation from he surface of the earth to the stratigraphic equiva- ent of total depth drilled in the Meadow Canyon Unit nitial test well.	50%	50%	-0-	6.5%	1%

RECORDED June 14 1994 1035AM
IN BOOK 97 Otb PAGE 13
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACY Fields

246872

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective JUN 01 1994

By /s/ Pamela J. Lewis
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER JUN 01 1994
(Title) (Date)

FOR ASSIGNEE

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

ACKNOWLEDGEMENT (Corporation)

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 8th day of April, 1994, before me personally appeared John R. Scales, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Flying J Oil & Gas Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John R. Scales acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 8th day of April, 19 94.

NOTARY PUBLIC
CORALIE TIMOTHY
3291 South 4440 West
West Valley, Utah 84120
My Commission Expires
September 9, 1997
STATE OF UTAH

Coralie Timothy
Notary Public

My Commission expires: 9-9-97

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 5th day of April, 19 94

Name of Transferor Flying J Oil & Gas Inc.
Please type or print

Transferor John R. Scales (Signature) Sr. Vice Pres.
or
Attorney-in-fact Chris J. Malan (Signature) Assistant Secretary

P. O. BOX 540180
(Transferor's Address)

North Salt Lake, Utah 84054-0180
(City) (State) (Zip Code)

Executed this 27 day of April, 19 94

SAMEDAN OIL CORPORATION

Transferee R.P. McCuistion (Signature) Region Manager
or
Attorney-in-fact (Signature)

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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 repres[redacted] to any matter within its jurisdiction.

(June 1988)

DEPARTMENT [redacted] E INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY -5 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.

W-118689

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** Samedan Oil Corporation
   Street 1660 Lincoln Street, Suite 3000
   City, State, ZIP Code Denver, Colorado 80264

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 4: Lots 3, 4,S/2NW, SW Section 5: Lots 1-4, S/2N/2, S/2 Section 8: All Section 17: N/2, N/2S/2, SESW Containing 2,119.73 acres, more or less Sublette County, Wyoming bject to letter agreement dated 3-11-94 by and tween Samedan Oil Corporation and Flying J Oil & Gas c. and further subject to a depth limitation from e surface of the earth to the stratigraphic equiva- nt of total depth drilled in the Meadow Canyon Unit itial test well.	50%	50%	-0-	6.50%	1%

RECORDED June 14 1994 1036AM
BOOK 97 Otb PAGE 15
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY Fields

246875

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective JUN 01 1994

By /s/ Pamela J. Lewis (Authorized Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
JUN 01 1994 (Date)

FOR ASSIGNEE

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

ACKNOWLEDGEMENT (Corporation)

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 8th day of April, 1994, before me personally appeared John R. Scales, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Flying J Oil & Gas Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John R. Scales acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of April, 19 94.

NOTARY PUBLIC
CORALIE TIMOTHY
3291 South 4440 West
West Valley, Utah 84120
My Commission Expires
September 9, 1997
STATE OF UTAH

My Commission Expires: 9-9-97

Coralie Timothy
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 5th day of April, 19 94

Name of Transferor: FLYING J OIL & GAS INC.
Please type or print

Transferor: John R. Scales (Signature)
or John R. Scales Sr. Vice President

ATTEST:
Chris J. Malan (Signature) Assistant Secretary

P. O. Box 540180
(Transferor's Address)

North Salt Lake, Utah 84054-0180
(City) (State) (Zip Code)

Executed this 27 day of April, 19 94

SAMEDAN OIL CORPORATION

Transferee: R.P. McCuistion (Signature)
or Region Manager
Attorney-in-fact (Signature)

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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 represe[redacted] to any matter within its jurisdiction.

Form 3000-3*
(June 1988)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted] APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

94 MAY -5 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.

W-118688

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Samedan Oil Corporation
Street 1660 Lincoln Street, Suite 3000
City, State, ZIP Code Denver, Colorado 80264

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 113 West, 6th P.M. Section 9: All Containing 640 acres, more or less Sublette County, Wyoming ubject to letter agreement dated 3-11-94 by and etween Samedan Oil Corporation and Flying J Oil & Gas nc. and further subject to a depth limitation from ne surface of the earth to the stratigraphic equiva- ent of total depth drilled in the Meadow Canyon Unit nitial test well.	50%	50%	-0-	.25%	7.25%

RECORDED June 14 1994 1038AM
IN BOOK 97 OF M PAGE 17
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY FIELDS

246876

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☒ Transfer approved effective JUN 01 1994

By /s/ Pamela J. Lewis — SUPERVISORY LAND LAW EXAMINER — JUN 01 1994
(Authorized Officer) (Title) (Date)

FOR ASSIGNEE

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

ACKNOWLEDGEMENT (Corporation)

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 8th day of April, 1994, before me personally appeared John R. Scales, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Flying J Oil & Gas Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John R. Scales acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 8th day of April, 19 94.

NOTARY PUBLIC
CORALIE TIMOTHY
3291 South 4440 West
West Valley, Utah 84120
My Commission Expires
My Commission Expires 1999-9-97
STATE OF UTAH

Coralie Timothy
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one state if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
(e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 5th day of April, 19 94

Name of Transferor FLYING J OIL & GAS INC.
Please type or print

Transferor John R. Scales (Signature) Sr. Vice President
or
Attorney-in-fact Chris O. Malan (Signature) Assistant Secretary

TEST:

P. O. Box 540180
(Transferor's Address)

North Salt Lake, Utah 84054-0180
(City) (State) (Zip Code)

Executed this 27 day of April, 19 94

SAMEDAN OIL CORPORATION

Transferee R.F. McCuistion Region Manager
or
Attorney-in-fact
(Signature)

1
2 GEN
3
4

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 represen[redacted] to any matter within its jurisdiction.

ASSIGNMENT OF ROYALTY

KNOWN ALL MEN BY THESE PRESENTS that, whereas **CIELLE LORD OSBOURN**, whose address is 909 Santa Rosa Blvd., #556, Ft. Walton Beach, FL 32548 executed, acknowledged, and delivered to **CIELLE LORD OSBOURN, AS TRUSTEE FOR THE CIELLE LORD OSBOURN REVOCABLE TRUST dated April 8, 1993**, whose address is 909 Santa Rosa Blvd., #556, Ft. Walton Beach, FL 32548, and recorded in the Public Records of Sublette County, Wyoming at Book 62 Misc., Page 30, a certain Ownership of Overriding Royalty Interest in Green River Bend Properties as noted by the Division Orders attached as Exhibit A:

WHEREAS, pursuant to the terms of the CIELLE LORD OSBOURN REVOCABLE TRUST such transfer and assignment is within the powers of CIELLE LORD OSBOURN as Trustee for the CIELLE LORD OSBOURN REVOCABLE TRUST under Article VI of the Trust a copy of which is attached as Exhibit B hereto;

WHEREAS, CIELLE LORD OSBOURN REVOCABLE TRUST date April 8, 1993, is the present legal and equitable owner and holder of the Overriding Royalty Interest;

NOW, THEREFORE, for valuable consideration paid to CIELLE LORD OSBOURN REVOCABLE TRUST, (Hereinafter referred to as "Assignor"), the receipt of which is acknowledged by execution of this Assignment, CIELLE LORD OSBOURN, as Trustee for the CIELLE LORD OSBOURN REVOCABLE TRUST, grants, bargains, sells, assigns, transfers, and sets over the CIELLE LORD OSBOURN, Individually, (Hereinafter referred to as "Assignee"), and to the Assignee's heirs, successors and assigns, all of the rights, title, and interest in, to, and under the Overriding Royalty Interest. This Assignment includes the benefit and obligations in the Overriding Royalty Interest.

IN WITNESS WHEREOF, this Assignment has been duly executed on the 25th day of February, 1994.

Alexandra Haught
Witness Alexandra Haught

Cindy F. Meyer
Witness CINDY F. MEYER

ASSIGNOR:
Cielle Lord Osbourn
CIELLE LORD OSBOURN, AS
TRUSTEE FOR THE CIELLE
LORD OSBOURN REVOCABLE
TRUST DATE APRIL 8, 1993

STATE OF FLORIDA
COUNTY OF OKALOOSA

RECORDED June 14 1994 1110AM
IN BOOK 97 Oth PAGE 19
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY FIELDS

246877

BEFORE ME, the undersigned authority, personally appeared CIELLE LORD OSBOURN,

as Trustee, to me known or has produced a valid driver's license as identification to be the person described herein as Assignor and she acknowledged to and before me that she executed the foregoing instrument for the uses and purposes continued therein.

WITNESS my hand and official seal this the 25th day of February, 1994.

Cindy Fuqua Meyer

CINDY F. MEYER
NOTARY PUBLIC
My Commission Expires:



CINDY FUQUA MEYER
My Commission CC312488
Expires Sep. 01, 1997
Bonded by HAI
800-422-1555

Exhibit "A" to Belco Development Corporation Special Division Order dated June 16, 1986, effective the date of last payment.

1201-012 thru 1201-999 - Green River Bend Unit FR P/A A-B

Participating Area A-B (Seventh Revision) for the Frontier Formation of the Green River Bend Unit, as approved by the United States Geological Survey, effective as of September 1, 1961 and containing 13,903.38 acres of land.

Cielle Osbourn .00046924 ORI*

1203-064 - GRB 64-11
1203-081 - GRB 81-36
1203-999 - Green River Bend BR P/A

Initial Participating Area (Second Revision) for the Bear River (Muddy) Formation of the Green River Bend Unit, as approved by the United States Geological Survey, effective as of August 1, 1961 and containing 4,503 acres of land.

Cielle Osbourn .00022328 ORI*

1219-072 - Green River Bend Unit T-41 Sand

SE/4 SW/4 of Sec. 31, T-27-N, R-112-W

Cielle Osbourn .00950000 ORI*

1219-999 - Green River Bend Unit T-41 Sand

Participating Area (Third Revision) for the "T-41 Sand" of the Almy Formation of the Green River Bend Unit, as approved by the United States Geological Survey, effective as of August 1, 1964 and containing 190 acres of land.

Cielle Osbourn .00800000 ORI*

* This interest was formerly carried on the records of Belco Development Corporation under the name of Morris Kline (owner #51420). All proceeds accruing to or which have accrued to this interest shall now be paid as herein set out.

/9683J/

AFFIDAVIT OF NONPAYMENT OF SHUT IN ROYALTIES

RECORDED June 14, 1994 1140A M
IN BOOK 97 Oth PAGE 22
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

246879

STATE (SITUS OF LAND): WYOMING

COUNTY (SITUS OF LAND): SUBLETTE

AFFIANT: ROCK SPRINGS NATIONAL BANK

AFFIANT'S ADDRESS: ROCK SPRINGS, WYOMING

Affiant on oath swears that the following statements are true:

Rock Springs National Bank is the Trustee of the Fear Family Trust and the successor to the bank of depository named in an Oil and Gas Lease (the "Lease") dated December 29, 1972, recorded in Book 48 at Page 628 of the Records of Sublette County, Wyoming, from The First National Bank of Kemmerer, as Trustee of the Fear Family Trust, Lessor, to Thomas F. Stroock, Lessee, which Lease covers the following described lands in Sublette County, Wyoming:

Township 28 North - Range 112 West, 6th P.M.
Section 24: Lots 9, 11, SE/4SW/4
Section 25: Lots 2, 5, N/2NW/4, SE/4NW/4
Section 26: Lots 1, 7

Township 29 North - Range 111 West, 6th P.M.
Section 28: Lots 2,3,4,8,9, S/2NW/4, N/2SW/4, SW/4SW/4

Containing 643.90 acres, more or less

The Lease is past its primary term and there is a well, known as the Chapel 10-25 well, located on the leased premises in the NW/4 of Section 25, Township 28 North, Range 112 West, Sublette County, Wyoming, which was shut in December of 1990.

The Lease provides that the Lessee named in the Lease, or that Lessee's successors or assigns, shall pay Lessor within 30 days after the expiration of each annual period during which a well is shut in, an amount equal to the difference between any royalties paid and the annual delay rental. To the best of my knowledge, no such payments have ever been made to Lessor's credit at the Rock Springs National Bank, in money or otherwise.

ROCK SPRINGS NATIONAL BANK

By: Jack Robertson

Title: Trust Officer

STATE OF WYOMING
COUNTY OF ~~SUBLETTE~~ Sweetwater

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jack Robertson as Trust Officer of the Rock Springs National Bank, Trustee of the Fear Family Trust, this 14th day of June, 1994.

Witness my hand and official seal.

Teresa Noble
Notary Public

My [redacted] EXPIRES JULY 18, 1994
TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING

PRODUCERS 88-
Rev. 5-60, No. 2 [redacted]

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this ..... day of ....., 19..... by and between .....

ROCK SPRINGS NATIONAL BANK, Successor Trustee of the Fear Family Trust, 333 Broadway,

P. O. Box 880, Rock Springs, WY 82902-0880,

hereinafter called lessor (whether one or more) and LONETREE ENERGY, INC., 12600 W. Colfax Avenue,

Suite A310, Lakewood, Colorado 80215 hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of $ Ten ($10.00) cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

TOWNSHIP 28 NORTH, RANGE 112 WEST, 6th P.M.
Section 24: Lots 9, 11, SE¼SW¼
Section 25: Lots 2, 5, N½NW¼, SE¼NW¼
Section 26: Lots 1, 7
and all that part of the Green River riparian thereto

and containing 295.27 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten years~~ six (6) months from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth~~ one-sixth (1/6) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor* ~~one-eighth (1/8)~~ of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of* ~~one-eighth (1/8)~~, payable monthly at the prevailing market rate for gas. *one-sixth (1/6)
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (1/8)~~ of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

At the expiration of the primary term of this lease, Lessee shall have the option to extend this lease for another three (3) years by paying Lessor an additional bonus of Twelve and 50/100 Dollars ($12.50) per net mineral acre.

RECORDED June 14, 1994 11:10 AM
IN BOOK 97 Misc PAGE 23 246880
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

ROCK SPRINGS NATIONAL BANK, Successor
Trustee of the Fear Family Trust
By Jack Faliston
Title: Trust Officer
Tax I.D. No.: 83-6004592

23

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19____, personally appeared_____

and_____, to me known to be the identical person_____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF_____
COUNTY OF_____ } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this_____ day of_____, 19____, personally appeared_____

and_____, to me known to be the identical person_____, described in and who excuted the within and foregoing instrument of writing and acknowledged to me that_____ duly executed the same as_____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires_____

_____
Notary Public.

Address: _____

STATE OF Wyoming
COUNTY OF Sweetwater } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 14th day of June, A.D. 1994, before me personally appeared Jack Robertson, to me personally known, who, being by me duly sworn did say that he is the trust officer of Rock Springs National Bank

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jack Robertson acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and seal this 14th day of June, A.D. 1994.

Teresa Noble
Notary Public.

Address: 1378 James Dr. Rock Springs

(SEAL)

TERESA NOBLE - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES JULY 18, 1994

My Commission Expires

No._____

FROM

TO

Dated_____, 19____

No. Acres_____

_____ County,

Term_____

This instrument was filed for record on the_____ day of_____, 19____, at_____ o'clock_____ M., and duly recorded in Volume_____ Page_____ of the records of this office.

_____
County Clerk.

By_____
Deputy.

When recorded return to

LESSOR'S AFFIDAVIT OF NONPAYMENT OF SHUT IN ROYALTIES

246881

RECORDED June 14, 1994 11:40a M
IN BOOK 97 046 PAGE 25
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE (SITUS OF LAND): WYOMING

COUNTY (SITUS OF LAND): SUBLETTE

AFFIANT: DANIEL E. CHAPEL

AFFIANT'S ADDRESS: BIG PINEY, WYOMING

Affiant on oath swears that the following statements are true:

My name is Daniel E. Chapel. I am the named Lessor in an Oil and Gas Lease (the "Lease") dated March 7, 1981, effective April 4, 1981, recorded in Book 61 at Page 461 of the Records of Sublette County, Wyoming, which Lease covers the following described lands in that County:

Township 28 North - Range 112 West, 6th P.M.
Section 24: Lots 9 (13.79), 11 (36.42), SE/4SW/4
Section 25: Lots 2 (39.91), 5 (30.84), N/2NW/4, SE/4NW/4
Section 26: Lots 1 (5.87), 7 (8.44)
and all that part of the Green River riparian thereto,
containing 295.27 acres, more or less.

The Lease is past its primary term and there is a well, known as the Chapel 10-25 well, located on the leased premises in the NW/4 of Section 25, Township 28 North, Range 112 West, Sublette County, Wyoming, which was shut in December of 1990.

The Lease provides that the Lessee named in the Lease, or that Lessee's successors or assigns, must pay Lessor within 45 days after the expiration of each annual period during which a well is shut in, an amount equal to the annual delay rental. To the best of my knowledge, no such payments have ever been made to me or my representatives, in money or otherwise.

Daniel E. Chapel
Daniel E. Chapel

STATE OF WYOMING
COUNTY OF SUBLETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Daniel E. Chapel this 13 day of June, 1994.

Witness my hand and official seal.

Bonnie Bennett
Notary Public

My commission expires:

April 16, 1998

BONNIE BENNETT - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires April 16, 1998

nobind\10-25\chapel.aff

PRODUCERS 88-PAID UP
Rev. 6-60, No. 2 -

26

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 13th day of June, 19..... by and between .....

DANIEL E. CHAPEL, a single man, P. O. Box 338, Big Piney, WY 83113

.....

hereinafter called lessor (whether one or more) and .....LONETREE ENERGY, INC., 12600 W. Colfax Avenue,.....

Suite A310, Lakewood, Colorado 80215 .....hereinafter called lessee:

WITNESSETH: That the lessor, for and in consideration of $ Ten ($10.00) .....cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let exclusively unto said lessee, with the exclusive right of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind, and laying pipe lines, telephone and telegraph lines, housing and boarding employees, building tanks, power stations, gasoline plants, ponds, roadways, and structures thereon to produce, save, market and take care of said products and the exclusive surface and subsurface rights and privileges related in any manner to any and all such operations and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone or conjointly with neighboring land for such purposes, all that certain

tract or tracts of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

TOWNSHIP 28 NORTH, RANGE 112 WEST, 6th P.M.
Section 24: Lot 9, Lot 11, SE¼SW¼
Section 25: Lot 2, Lot 5, N½NW¼, SE¼NW¼
Section 26: Lot 1, Lot 7
and all that part of the Green River riparian thereto

and containing 295.27 acres, more or less.

six (6) months

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

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

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth~~ one-sixth part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth (1/8)~~ one-sixth (1/6) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of ~~one-eighth (1/8)~~ one-sixth (1/6), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (1/8)~~ one-sixth (1/6) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

At the expiration of the primary term of this lease, Lessee shall have the option to extend this lease for another three (3) years by paying Lessor an additional bonus of Twelve and 50/100 Dollars ($12.50) per net mineral acre.

Daniel E Chapel

DANIEL E. CHAPEL

SS #520-42-9553

RECORDED June 14, 1994 11:44 AM
IN BOOK 97 Misc PAGE 26
FEES 8.00 COUNTY CLERK 246882
SUBLETTE COUNTY CLERK
By Cathy Saxton

BONNIE BERNETT - NOTARY PUBLIC

STATE OF Wyoming
COUNTY OF Sublette } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13 day of June, 1994, personally appeared Daniel E. Chapel

and /

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

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

My Commission Expires April 16, 1998

Bonnie Bennett
Notary Public.

Address: Box 391 Big Piney, Wy

BONNIE BENNETT - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires April 16, 1998

STATE OF
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of , A.D. 19 , before me personally appeared , to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public.

(SEAL)

Address:

My Commission expires

No.
FROM
TO
Dated
No. Acres
County.
Term , 19
This instrument was filed for record on the day of , 19 , at o'clock M., and duly recorded in Volume Page of the records of this office.
County Clerk.
By Deputy.
When recorded return to

DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

FROM

NATIONAL ENERGY GROUP, INC.
(Taxpayer I.D. No. 581922764)

TO

PHILIP F. KURPIEWSKI, TRUSTEE

AND

TEXAS GAS FUND I, LENDER
(Taxpayer I.D. No. 76-0437058)

Dated June 1, 1994

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS), AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OR MINEHEADS OF THE WELLS OR MINES LOCATED ON THE PROPERTIES DESCRIBED IN SECTION 1.1 OF THIS INSTRUMENT. THIS INSTRUMENT, WHICH COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN, IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES AND/OR PARISHES REFERENCED IN EXHIBIT A HERETO AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE FILING. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN SECTION 1.1 OF THIS INSTRUMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW LENDER (AS HEREINAFTER DEFINED) OR THE TRUSTEE (AS HEREINAFTER DEFINED) TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR (AS HEREINAFTER DEFINED) UNDER THIS MORTGAGE.

THIS INSTRUMENT IS A LINE OF CREDIT MORTGAGE

WHEN RECORDED OR FILED RETURN TO:

Thompson & Knight, P.C.
1700 Pacific Avenue
Suite 3300
Dallas, Texas 75201
Attention: Patricia B. Sone

THIS DOCUMENT PREPARED BY:

Robert B. Allen
Thompson & Knight, P.C.
1700 Pacific Avenue
Suite 3300
Dallas, Texas 75201

RECORDED JUNE 14 1994 3:05 PM
IN BOOK 97 046 PAGE 28
FEES 80.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
246903
BY TRACEY L. FIELDS

21224 L&GAS 5035

DEED OF TRUST, MORTGAGE, ASSIGNMENT,
SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT
(this "Mortgage")

ARTICLE I.

Granting Clauses; Secured Indebtedness

Section 1.1. Grant and Mortgage. National Energy Group, Inc. (herein called "Mortgagor"), for and in consideration of the sum of Ten Dollars ($10.00) to Mortgagor in hand paid, and in order to secure the payment of the secured indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties and undertakings of Mortgagor hereinafter described, does hereby (a) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Philip F. Kurpiewski, Trustee (the "Trustee"), and grant to Trustee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, those of following described properties, rights and interests which are located in (or cover properties located in) the State of Texas or which are located within (or cover properties located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of any such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby (the "Deed of Trust Mortgaged Properties"), and (b) MORTGAGE, GRANT, ASSIGN AND WARRANT, PLEDGE AND HYPOTHECATE to Lender (as hereinafter defined), and grant to Lender a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, all of the following described rights, interests and properties which were not granted to Trustee in clause (a) above (the "Other Mortgaged Properties"):

A. The oil, gas and/or other mineral properties and/or mineral rights which are described in Exhibit A attached hereto and made a part hereof;

B. Without limitation of the foregoing, all other right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to (i) the oil, gas and/or mineral leases or other agreements described in Exhibit A hereto, (ii) the lands described or referred to in Exhibit A (or described in any of the instruments described or referred to in Exhibit A), without regard to any limitations as to specific lands or depths that may be set forth in Exhibit A hereto or in any of the leases or other agreements described in Exhibit A hereto and (iii) any other lands (including submerged lands) located anywhere in the United States of America or located offshore the United States of America but within the offshore area over which the United States of America or any State thereof asserts jurisdiction;

C. All of Mortgagor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all presently existing and hereafter created oil, gas and/or mineral unitization, pooling and/or communitization agreements, declarations and/or orders, and in and to the properties, rights and interests covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction), which cover, affect or otherwise relate to the properties, rights and interests described in clause A or B above;

D. All of Mortgagor's interest in and rights under (whether now owned or hereafter acquired by operation of law or otherwise) all presently existing and hereafter created

operating agreements, equipment leases, production sales contracts, processing agreements, transportation agreements, gas balancing agreements, farmout and/or farm-in agreements, salt water disposal agreements, area of mutual interest agreements, and other contracts and/or agreements which cover, affect, or otherwise relate to the properties, rights and interests described in clause A, B or C above or to the operation of such properties, rights and interests or to the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests (including, but not limited to, those contracts listed in Exhibit A hereto), as same may be amended or supplemented from time to time; and

E. All of Mortgagor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all improvements, fixtures, movable or immovable property and other real and/or personal property (including, without limitation, all wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines), and all easements, servitudes, rights-of-way, surface leases, licenses, permits and other surface rights, which are now or hereafter used, or held for use, in connection with the properties, rights and interests described in clause A, B or C above, or in connection with the operation of such properties, rights and interests, or in connection with the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests; and

F. All of Mortgagor's rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties.

SAVE AND EXCEPT that certain Net Profits Overriding Royalty Interest conveyed by Mortgagor to Lender in a certain Conveyance of Net Profits Overriding Royalty Interest (herein called the "NPI Conveyance") dated of even date herewith and being recorded contemporaneously herewith.

TO HAVE AND TO HOLD (a) the Deed of Trust Mortgaged Properties unto the Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, however, upon the terms, provisions and conditions herein set forth, and (b) the Other Mortgaged Properties unto Lender, and Lender's heirs, devisees, representatives, successors and assigns, upon the terms, provisions and conditions herein set forth (the Deed of Trust Mortgaged Properties and the Other Mortgaged Properties are herein sometimes collectively called the "Mortgaged Properties").

Section 1.2. Grant of Security Interest. In order to further secure the payment of the secured indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties, and undertakings of Mortgagor hereinafter described, Mortgagor hereby grants to Lender a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of law or otherwise) in and to:

(a) all oil, gas, other hydrocarbons, and other minerals produced from or allocated to the Mortgaged Properties, and any products processed or obtained therefrom (herein collectively called the "Production"), together with all proceeds of Production (regardless of whether Production to which such proceeds relate occurred on or before or after the date hereof) and together with all liens and security interests securing payment of the proceeds of the Production, including, but not limited to, those liens and

[redacted] [redacted] [redacted]

security interests provided for under (i) statutes enacted in the jurisdictions in which the Mortgaged Properties are located, or (ii) statutes made applicable to the Mortgaged Properties under federal law (or some combination of federal and state law);

(b) without limitation of any other provisions of this Section 1.2, all payments received in lieu of production from the Mortgaged Properties (regardless of whether such payments accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof), including, without limitation, "take or pay" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, payments received in buyout or buydown or other settlement of a production sales contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Mortgagor as a result of Mortgagor (and/or its predecessors in title) taking or having taken less gas from lands covered by a Mortgaged Property (or lands pooled or unitized therewith) than their ownership of such Mortgaged Property would entitle them to receive (the payments described in this subsection (b) being herein called "Payments in Lieu of Production");

(c) all equipment, inventory, improvements, fixtures, accessions, goods and other personal property of whatever nature now or hereafter located on or used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all licenses and permits of whatever nature now or hereafter used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all renewals or replacements of the foregoing or substitutions for the foregoing;

(d) all contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder) and other general intangibles (regardless of whether the same arose, and/or the events which gave rise to the same occurred, on or before or after the date hereof) related to the Mortgaged Properties, the operation thereof (whether Mortgagor is operator or non-operator), or the treating, handling, storing, processing, transporting, or marketing of Production (including, without limitation, any of the same relating to payment of proceeds of Production or to payment of amounts which could constitute Payments in Lieu of Production);

(e) Without limitation of the generality of the foregoing, any rights and interests of Mortgagor under any present or future hedge or swap agreements, cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other hydrocarbons, or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Mortgagor;

(f) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Properties, the Production or any other item of Property (as hereinafter defined) which are now or hereafter in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, and other forms of recording or obtaining access to such data;

(g) all money, documents, instruments, chattel paper, securities, accounts or general intangibles arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof) related to the Mortgaged Properties, the Production or any other item of Property (all of the properties, rights and interests described in subsections (a), (b), (c), (d), (e) and (f) above and this subsection (g) being herein sometimes collectively called the "Collateral"); and

(h) all proceeds of the Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, general intangibles, fixtures, real/immovable property, personal/ movable property or other assets (the Mortgaged Properties, the Collateral and the proceeds of the Collateral being herein sometimes collectively called the "Property").

Section 1.3. Note, Loan Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness and liabilities:

(a) All indebtedness and other obligations now or hereafter incurred or arising pursuant to the provisions of that certain Credit Agreement dated of even date herewith between Mortgagor and TEXAS GAS FUND I (herein called "Lender"), and all supplements thereto and amendments or modifications thereof, and all agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part (such Credit Agreement as the same may from time to time be supplemented, amended or modified, and all other agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part, being herein called the "Credit Agreement");

(b) One certain promissory note dated of even date herewith, in the principal amount of up to Twenty-Five Million Dollars ($25,000,000) made by Mortgagor and payable to the order of Lender, on or before December 31, 2004, bearing interest as therein provided, and containing a provision for the payment of a reasonable additional amount as attorneys' fees, and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (such note, as from time to time supplemented, amended, or modified and all other notes given in substitution therefor, or in modification, renewal or extension thereof, in whole or in part, being herein called the "Note");

(c) Payment of and performance of any and all present or future obligations of Mortgagor (if any) according to the terms of any present or future interest or currency rate swap, rate cap, rate floor, rate collar, exchange transaction, forward rate agreement, or other exchange or rate protection agreements or any option with respect to any such transaction now existing or hereafter entered into between Mortgagor and Lender or any affiliate of Lender ("Counterparty");

(d) Payment of and performance of any and all present or future obligations of Mortgagor, if any, according to the terms of any present or future swap agreements, cap, floor, collar, exchange transaction, forward agreement or other exchange or protection agreements relating to crude oil, natural gas or other hydrocarbons, or any option with respect to any such transaction now existing or hereafter entered into between Mortgagor and Counterparty;

(e) All indebtedness and other obligations now or hereafter incurred or arising pursuant to or permitted by the provisions of the Note, the Credit Agreement, this

Mortgage or any other instrument now or hereafter evidencing, governing, guaranteeing or securing the "secured indebtedness" (as hereinafter defined) or any part thereof or otherwise executed in connection with a loan evidenced or governed by the Note or the Credit Agreement (the Note, the Credit Agreement, this Mortgage and such other instruments being herein sometimes collectively called the "Loan Documents"); and

(f) All other loans and future advances made by Lender to Mortgagor and all other debts, obligations and liabilities of Mortgagor of every kind and character now or hereafter existing in favor of Lender, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, and whether originally payable to Lender or to a third party and subsequently acquired by Lender, it being contemplated that Mortgagor may hereafter become indebted to Lender for such further debts, obligations and liabilities; and

(g) Without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties and liabilities with respect to indebtedness or other obligations described above in this Section 1.3, which would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding.

Section 1.4. Secured Indebtedness. The indebtedness referred to in Section 1.3, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the "secured indebtedness" or the "indebtedness secured hereby".

Section 1.5. MAXIMUM SECURED INDEBTEDNESS. AS TO ONLY THE MORTGAGED PROPERTIES SITUATED IN THE STATES OF NEW MEXICO, KANSAS OR MONTANA, THE AGGREGATE UNPAID PRINCIPAL AMOUNT OF THE SECURED INDEBTEDNESS OUTSTANDING AT ANY PARTICULAR TIME (AFTER HAVING GIVEN EFFECT TO ALL ADVANCES AND ALL REPAYMENTS MADE PRIOR TO SUCH TIME) WHICH IS SECURED BY PROPERTY LOCATED IN NEW MEXICO, KANSAS OR MONTANA SHALL NOT, AS TO ANY ONE OF THESE STATES, AGGREGATE AN UNPAID PRINCIPAL AMOUNT IN EXCESS OF SEVENTY-FIVE MILLION DOLLARS ($75,000,000).

ARTICLE II.

Representations, Warranties and Covenants

Section 2.1. Mortgagor represents, warrants, and covenants as follows:

(a) Title and Permitted Encumbrances. Mortgagor has, and Mortgagor covenants to maintain, good and defensible title to the Property, free and clear of all liens, security interests, and encumbrances except for (i) the contracts, agreements, burdens, encumbrances and other matters set forth in the descriptions of certain of the Mortgaged Properties on Exhibit A hereto, (ii) the liens and security interests evidenced by this Mortgage, (iii) statutory liens for taxes which are not yet delinquent, (iv) liens under operating agreements, pooling orders and unitization agreements, and mechanics' and materialmen's liens, with respect to obligations which are not yet due, and (v) other liens and security interests (if any) in favor of Lender (the matters described in the foregoing clauses (i), (ii), (iii), (iv), and (v) being herein called the "Permitted Encumbrances"); Mortgagor will warrant and defend title to the Property, subject as aforesaid, against the claims and demands of all persons claiming or to claim the same or any part thereof. With respect to each Mortgaged Property, the ownership of Mortgagor in such Mortgaged Property does and will, (i) with respect to each tract of land described in

Exhibit A hereto (whether described directly in such Exhibit A or described by reference to another instrument) in connection with such Mortgaged Property, (A) entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal or percentage share of the oil, gas and other hydrocarbons produced from, or allocated to, such tract equal to not less than the decimal or percentage share set forth in Exhibit A in connection with such tract opposite the words "Net Revenue Interest" (or words of similar import), (B) cause Mortgagor to be obligated to bear a decimal or percentage share of the cost of exploration, development and operation of such tract of land not greater than the decimal or percentage share set forth in Exhibit A in connection with such tract opposite the words "Working Interest" (or words of similar import) and (ii) if such Mortgaged Property is shown on Exhibit A to be subject to a unit or units, with respect to each such unit, (A) entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal or percentage share of all substances covered by such unit which are produced from, or allocated to, such unit equal to not less than the decimal or percentage share set forth in Exhibit A in connection with such Mortgaged Property opposite the words "Unit Net Revenue Interest" or words of similar import (and if such Mortgaged Property is subject to more than one unit, words identifying such interest with such unit), and (B) obligate Mortgagor to bear a decimal or percentage share of the cost of exploration, development and operation of such unit not greater than the decimal or percentage share set forth in Exhibit A in connection with such Mortgaged Property opposite the words "Unit Working Interest" or words of similar import (and if such Mortgaged Property is subject to more than one unit, words identifying such interest with such unit). With respect to each Property described in Exhibit A hereto which is subject to a voluntary or involuntary pooling, unitization or communitization agreement and/or order, the term "tract of land" as used in this Section 2.1(a) shall mean the pooled, unitized or communitized area as an entirety and shall not be deemed to refer to any individual tract committed to said pooled, unitized or communitized area. Without limitation of the foregoing, the ownership by Mortgagor of the Mortgaged Properties does and will, with respect to each well or unit identified on Schedule I, attached hereto and made a part hereof, entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal or percentage share of the oil, gas and other hydrocarbons produced from, or allocated to, such well or unit equal to not less than the decimal or percentage share set forth, for such well or unit, in the column headed "Net Revenue Interest" on Schedule I, and cause Mortgagor to be obligated to bear a decimal or percentage share of the cost of operation of such well or unit equal to not more than the decimal or percentage share set forth, for such well or unit, in the column headed "Working Interest" on Schedule I. The above-described shares of production which Mortgagor is entitled to receive and shares of expenses which Mortgagor is obligated to bear are not and will not be subject to change other than changes which arise pursuant to non-consent (or similar) provisions of operating agreements described in Exhibit A in connection with operations hereafter proposed), except, and only to the extent that, such changes are reflected in Exhibit A and/or Schedule I, as the case may be. There is not and will not be any unexpired financing statement covering any part of the Property on file in any public office naming any party other than Lender as secured party. Upon request by Lender, Mortgagor will deliver to Lender schedules of all internal and third party information identifying the Mortgaged Properties (such as, for example, lease names and numbers assigned by Mortgagor or the operator of any Mortgaged Property, well and/or unit and/or property names and numbers assigned by purchasers of Production, and internal identification names and numbers

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used by Mortgagor in accounting for revenues, costs, and joint interest transactions attributable to the Mortgaged Properties).

(b) Leases and Contracts; Performance of Obligations. The oil, gas and/or mineral leases, contracts, servitudes and other agreements forming a part of the Property, to the extent the same cover or otherwise relate to the Property, are in full force and effect, and Mortgagor agrees to so maintain them in full force and effect. All rents, royalties and other payments due and payable under such leases, contracts, servitudes and other agreements, or under the Permitted Encumbrances, or otherwise attendant to the ownership or operation of the Property, have been, and will continue to be, properly and timely paid. Mortgagor is not in default with respect to Mortgagor's obligations (and Mortgagor is not aware of any material default by any third party with respect to such third party's obligations) under such leases, contracts, servitudes and other agreements, or under the Permitted Encumbrances, or otherwise attendant to the ownership or operation of any part of the Property, where such default could adversely affect the ownership or operation of the Property; Mortgagor will fulfill all such obligations coming due in the future. Mortgagor is not currently accounting (and will not hereafter agree to account) for any royalties, or overriding royalties or other payments out of production, on a basis (other than delivery in kind) other than proceeds received by Mortgagor from sale of production, and there are no situations where a contingent liability to account on another basis may exist.

(c) Sale of Production. No Mortgaged Property is or will become subject to any contractual or other arrangement (i) whereby payment for production is or can be deferred for a substantial period after the month in which such production is delivered (i.e., in the case of oil, not in excess of 60 days, and in the case of gas, not in excess of 90 days) or (ii) whereby payments are made to Mortgagor other than by checks, drafts, wire transfer advises or other similar writings, instruments or communications for the payment of money. Except for production sales contracts, processing agreements or transportation agreements (or other agreements relating to the marketing of Production) listed on Exhibit A (in connection with the Mortgaged Properties to where they relate), (i) no Mortgaged Property is or will become subject to any contractual or other arrangement for the sale, processing or transportation of Production (or otherwise related to the marketing of Production) which cannot be cancelled on 120 days' (or less) notice and (ii) all contractual or other arrangements for the sale, processing or transportation of Production (or otherwise related to the marketing of Production) shall be bona fide arm's length transactions with third parties not affiliated with Mortgagor and shall be at the best price (and on the best terms) available (such price shall, in the case of Production sales which are subject to price controls, be determined giving consideration to such fact). Mortgagor is presently receiving a price for all production from (or attributable to) each Mortgaged Property covered by a production sales contract listed on Exhibit A as computed in accordance with the terms of such contract, and is not having deliveries of production from such Mortgaged Property curtailed substantially below such property's delivery capacity. Neither Mortgagor, nor any of its predecessors in title, has received prepayments (including, but not limited to, payments for gas not taken pursuant to "take or pay" or other similar arrangements) for any oil, gas or other hydrocarbons produced or to be produced from the Mortgaged Properties after the date hereof, and Mortgagor hereby covenants not to enter into any such advance or prepayment arrangements whereby it accepts consideration for oil, gas or other hydrocarbons not yet produced. No Mortgaged Property is or will become subject to any "take or pay" or

other similar arrangement (i) which can be satisfied in whole or in part by the production or transportation of gas from other properties or (ii) as a result of which production from the Mortgaged Properties may be required to be delivered to one or more third parties without payment (or without full payment) therefor as a result of payments made, or other actions taken, with respect to other properties. Except as set forth on Part I of Exhibit B attached hereto and made a part hereof, there is no Mortgaged Property with respect to which Mortgagor, or its predecessors in title, has, prior to the date hereof, taken more ("overproduced"), or less ("underproduced"), gas from the lands covered thereby (or pooled or unitized therewith) than its ownership interest in such Mortgaged Property would entitle it to take. Except as set forth on Part I of Exhibit B, no Mortgaged Property is or will become subject to a gas balancing arrangement under which one or more third parties may take a portion of the production attributable to such Mortgaged Property without payment (or without full payment) therefor as a result of production having been taken from, or as a result of other actions or inactions with respect to, other properties. No Mortgaged Property is subject at the present time to any regulatory refund obligation and, to the best of Mortgagor's knowledge, no facts exist which might cause the same to be imposed.

(d) Condition of Personal or Movable Property. The equipment, inventory, improvements, fixtures, goods and other tangible personal/movable property forming a part of the Property are and will remain in good repair and condition and are and will be adequate for the normal operation of the Property in accordance with prudent industry standards; all of such Property is, and will remain, located on the Mortgaged Properties, except for that portion thereof which is or shall be located elsewhere (including that usually located on the Mortgaged Properties but temporarily located elsewhere) in the course of the normal operation of the Property.

(e) Operation of Mortgaged Properties. The Mortgaged Properties (and properties unitized therewith) are being (and, to the extent the same could adversely affect the ownership or operation of the Mortgaged Properties after the date hereof, have in the past been), and hereafter will be, maintained, operated and developed in a good and workmanlike manner, in accordance with prudent industry standards and in conformity with all applicable laws and all rules, regulations and orders of all duly constituted authorities having jurisdiction and in conformity with all oil, gas and/or other mineral leases and other contracts and agreements forming a part of the Property and in conformity with the Permitted Encumbrances; specifically in this connection, (i) no Mortgaged Property is subject to having allowable production after the date hereof reduced below the full and regular allowable (including the maximum permissible tolerance) because of any overproduction (whether or not the same was permissible at the time) prior to the date hereof and (ii) none of the wells located on the Mortgaged Properties (or properties unitized therewith) are or will be deviated from the vertical more than the maximum permitted by applicable laws, regulations, rules and orders, and such wells are, and will remain, bottomed under and producing from, with the well bores wholly within, the Mortgaged Properties (or, in the case of wells located on properties unitized therewith, such unitized properties). Except as specified in a Development Agreement executed pursuant to the Credit Agreement, (i) there are no wells being drilled, deepened, plugged back or reworked, and no other operations are being conducted for which consent is required under the applicable operating agreement (or which are other than normal operation of existing wells on the Mortgaged Properties), and (ii) there are no proposals currently outstanding (whether made by Mortgagor or by any

other party) to drill, deepen, plug back, or rework wells, or to conduct any such other operations, or to abandon any wells on the Mortgaged Properties (nor are there any such proposals which have been approved either by Mortgagor of any other party, with respect to which the operations covered thereby have not been commenced). Except as set forth on Part II of Exhibit B, there are no dry holes, or otherwise inactive wells, located on the Mortgaged Properties or on lands pooled or unitized therewith (including, without limitation, any wells which would, if located in Texas, require compliance with Railroad Commission Rule 14(b)(2)), except for wells that have been properly plugged and abandoned. Mortgagor has, and will have in the future, all governmental licenses and permits necessary or appropriate to own and operate the Property; Mortgagor has not received notice of any violations in respect of any such licenses or permits.

(f) Sale or Disposal. Mortgagor will not, without the prior written consent of Lender, sell, exchange, lease, transfer, or otherwise dispose of any part of, or interest in, the Property other than (i) sales, transfers and other dispositions of machinery, equipment and other personal/ movable property and fixtures made in connection with a release, surrender or abandonment (to which Lender has given its prior written consent) of a lease, (ii) sales, transfers and other dispositions of machinery, equipment and other personal/movable property and fixtures in connection with the abandonment (to which Lender has given its prior written consent) of a well, (iii) sales, transfers and other dispositions of machinery, equipment and other personal/movable property and fixtures which are (A) obsolete for their intended purpose and disposed of in the ordinary course of business or (B) replaced by articles of at least equal suitability and value owned by Mortgagor free and clear of all liens except this Mortgage and the Permitted Encumbrances, (iv) sales of Production which are made in the ordinary course of business and in compliance with Section 2.1(c) hereof, and (v) sales permitted pursuant to clause (ii) of Section 5.2(d) of the Credit Agreement; provided that nothing in clause (iv) shall be construed as limiting Lender's rights under Article III of this Mortgage. Mortgagor shall account fully and faithfully for and, if Lender so elects, shall promptly pay or turn over to Lender the proceeds in whatever form received from disposition in any manner of any of the Property, except as permitted by the provisions of Clause (B) of the preceding sentence. Mortgagor shall at all times keep the Property and its proceeds separate and distinct from other property of Mortgagor and shall keep accurate and complete records of the Property and its proceeds.

(g) Ad Valorem and Severance Taxes. Mortgagor has paid and discharged, and will continue to pay and discharge, all ad valorem taxes assessed against the Property or any part thereof and all production, severance and other taxes assessed against, or measured by, the Production or the value, or proceeds, of the Production.

(h) Suits and Claims. There are no suits, actions, claims, investigations, inquiries, proceedings or demands pending (or, to Mortgagor's knowledge, threatened) which affect the Property (including, without limitation, any which challenge or otherwise pertain to Mortgagor's title to the Property) and no judicial or administrative actions, suits or proceedings pending (or, to Mortgagor's knowledge, threatened) against Mortgagor.

(i) Environmental.

(A) Current Status. The Property is not in violation of or subject to any existing, pending or, to the best knowledge of Mortgagor, threatened

investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws, orders, rules, or regulations pertaining to health or the environment (such laws, orders, rules or regulations as they now exist or are hereafter enacted and/or amended hereinafter sometimes collectively called "Applicable Environmental Laws"), including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA") and applicable state law, and this representation will continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property and Mortgagor. Mortgagor undertook, at the time of acquisition of the Property, all appropriate inquiry into the previous ownership and uses of the Property consistent with good commercial or customary practice. Mortgagor has taken all steps necessary to determine and has determined that no hazardous substances or solid wastes have been disposed of or otherwise released on or to the Property. The use which Mortgagor makes and intends to make of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property. The terms "hazardous substance" and "release" as used in this Mortgage shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and provided further, to the extent that the laws of the states in which the Mortgaged Properties are located establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply. The "Associated Property" (as such term is hereinafter defined) is not in violation of any Applicable Environmental Laws for which Mortgagor or its predecessors in the Property would be responsible. The term "Associated Property" as used in this Mortgage shall mean any and all interests in and to (and or carved out of) the lands which are described or referred to in Exhibit A hereto, or which are otherwise described in any of the oil, gas and/or mineral leases or other instruments described in or referred to in such Exhibit A, whether or not such property interests are owned by Mortgagor.

(B) Future Performance. Mortgagor will not cause or permit the Property, the Associated Property or Mortgagor to be in violation of, or do anything or permit anything to be done which will subject the Property or the Associated Property to, any remedial obligations under any Applicable Environmental Laws, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property or the Associated Property and Mortgagor will promptly notify Lender in writing of any existing, pending or, to the best knowledge of Mortgagor, threatened investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws. Mortgagor will take all steps necessary to determine

that no hazardous substances or solid wastes have been disposed of or otherwise released on or to the Property or the Associated Property. Mortgagor will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Property or the Associated Property and covenants and agrees to keep or cause the Property or the Associated Property to be kept free of any hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly upon discovery at its sole expense. Upon Lender's reasonable request, at any time and from time to time during the existence of this Mortgage, Mortgagor will provide at Mortgagor's sole expense an inspection or audit of the Property and the Associated Property from an engineering or consulting firm approved by Lender, indicating the presence or absence of hazardous substances and solid waste on the Property and/or the Associated Property.

(j) Not Abandon Wells; Participate in Operations. Mortgagor will not, without prior written consent of Lender, abandon, or consent to the abandonment of, any well producing from the Mortgaged Properties (or properties unitized therewith) so long as such well is capable (or is subject to being made capable through drilling, reworking or other operations which it would be commercially reasonable to conduct) of producing oil, gas, or other hydrocarbons or other minerals in commercial quantities (as determined without considering the effect of this Mortgage). Mortgagor will not, without prior written consent of Lender, elect not to participate in a proposed operation on the Mortgaged Properties where the effect of such election would be the forfeiture either temporarily (i.e. until a certain sum of money is received out of the forfeited interest) or permanently of any interest in the Mortgaged Properties, to which is attributed a well which is capable of producing oil, gas, or other hydrocarbons or other minerals in commercial quantities.

(k) Defense of Mortgage. If the validity or priority of this Mortgage or of any rights, titles, liens or security interests created or evidenced hereby with respect to the Property or any part thereof or the title of Mortgagor to the Property shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to Lender and at Mortgagor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Trustee and Lender, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests, and all expenditures so made of every kind and character shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Lender or Trustee (as the case may be) and shall bear interest from the date expended until paid at the rate described in Section 2.3 hereof, and the party incurring such expenses shall be

subrogated to all rights of the person receiving such payment.

(l) Fees and Expenses; Indemnity. Mortgagor will reimburse Trustee and Lender (for purposes of this paragraph, the terms "Trustee" and "Lender" shall include the directors, officers, partners, employees and agents of Trustee or Lender, respectively, and any persons or entities owned or controlled by or affiliated with Trustee or Lender, respectively) for all expenditures, including reasonable attorneys' fees and expenses, incurred or expended in connection with (i) the breach by Mortgagor of any covenant, agreement or condition contained herein or in any other Loan Document, (ii) the exercise by Lender and/or Trustee of any of their rights and remedies hereunder or under any other Loan Document, and (iii) the protection of the Property and/or Lender's and/or Trustee's liens and security interests therein. Mortgagor will indemnify and hold harmless Trustee and Lender from and against (and will reimburse Trustee and Lender for) all expenditures, including reasonable attorneys' fees and expenses, incurred or expended in connection with all claims, demands, liabilities, losses, damages (including without limitation consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by either of them on account of, in connection with, or arising out of (A) any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever, (B) any act performed or omitted to be performed hereunder or the breach of any representation or warranty herein, (C) the exercise of any rights and remedies hereunder or under any other Loan Document, (D) any transaction, act, omission, event or circumstance arising out of or in any way connected with the Property or with this Mortgage or any other Loan Document, (E) any violation on or prior to the Release Date (as hereinafter defined) of any Applicable Environmental Law, (F) any act, omission, event or circumstance existing or occurring on or prior to the Release Date (including without limitation the presence on the Property or the Associated Property or release from the Property or the Associated Property of hazardous substances or solid wastes disposed of or otherwise released), resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Property or the Associated Property, regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence, and (G) any and all claims or proceedings (whether brought by private party or governmental agencies) for bodily injury, property damage, abatement or remediation, environmental damage or impairment or any other injury or damage resulting from or relating to any hazardous or toxic substance, solid waste or contaminated material located upon or migrating into, from or through the Property or the Associated Property (whether or not the release of such materials was caused by Mortgagor, a tenant or subtenant or a prior owner or tenant or subtenant on the Property or the Associated Property and whether or not the alleged liability is attributable to the handling, storage, generation, transportation, removal or disposal of such substance, waste or material or the mere presence of such substance, waste or material on the Property or the Associated Property), which the Lender and/or the Trustee may have liability with respect to due to the making of the loan or loans evidenced by the Note, the granting of this Mortgage, the exercise of any of their rights under the Loan Documents, or otherwise. Lender shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Lender in

compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character expended by Lender pursuant to the provisions of this section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Lender. The "Release Date" as used herein shall mean the earlier of the following two dates: (i) the date on which the indebtedness and obligations secured hereby have been paid and performed in full and this Mortgage has been released of record, or (ii) the date on which the lien of this Mortgage is foreclosed or a deed in lieu of such foreclosure is fully effective and recorded. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY.** However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Mortgagor to Lender and/or Trustee shall be a demand obligation owing by Mortgagor to Lender and/or Trustee and shall be subject to and covered by the provisions of the last two sentences of paragraph 2.3 hereof.

(m) Insurance. Mortgagor will carry insurance as provided in the Credit Agreement. In the event of any loss under any insurance policies so carried by Mortgagor, Lender shall have the right (but not the obligation) to make proof of loss and collect the same, and all amounts so received shall be applied toward costs, charges and expenses (including reasonable attorneys' fees), if any, incurred in the collection thereof, then to the payment, in the order determined by Lender in its own discretion, of the secured indebtedness, and any balance remaining shall be subject to the order of Mortgagor. Lender is hereby authorized but not obligated to enforce in its name or in the name of Mortgagor payment of any or all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof and Lender is hereby appointed Mortgagor's agent and attorney-in-fact to endorse any check or draft payable to Mortgagor in order to collect the proceeds of insurance. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment in whole or in part of the secured indebtedness, all right, title and interest of Mortgagor in and to such policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or Lender or other transferee in the event of such other transfer of title.

(n) Further Assurances. Mortgagor will, on request of Lender, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in any other Loan Document, or in the execution or acknowledgment of this Mortgage or any other Loan Document; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, mortgages, security agreements, financing statements, continuation statements, and

assignments of production, accounts, funds, contract rights, general intangibles, and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and the other Loan Documents and to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Property; and (iii) execute, acknowledge, deliver, and file and/or record any document or instrument (including specifically any financing statement) desired by Lender to protect the lien or the security interest hereunder against the rights or interests of third persons. Mortgagor shall pay all costs connected with any of the foregoing.

(o) Name and Place of Business. Mortgagor has not, during the preceding five years, been known by or used any other corporate or partnership, trade or fictitious name. Mortgagor will not cause or permit any change to be made in its name, identity, or corporate or partnership structure, or its federal employer identification number unless Mortgagor shall have notified Lender of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Lender for the purpose of further perfecting or protecting the lien and security interest of Lender (or of Trustee, on behalf of Lender) in the Property. Mortgagor's principal place of business and chief executive office, and the place where Mortgagor keeps its books and records concerning the Property (including, particularly, the records with respect to "Production Proceeds", as defined in Section 3.1 hereof, from the Mortgaged Properties) has for the preceding four months been, and will continue to be (unless Mortgagor notifies Lender of any change in writing at least thirty (30) days prior to the date of such change), the address set forth opposite the signature of Mortgagor to this Mortgage.

(p) Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, (hereinafter called the "Code"), Sections 1445 and 7701 (i.e. Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

Section 2.2. Compliance by Operator. As to any part of the Mortgaged Properties which is not a working interest, Mortgagor agrees to take all such action and to exercise all rights and remedies as are available to Mortgagor to cause the owner or owners of the working interest in such properties to comply with the covenants and agreements contained herein; and as to any part of the Mortgaged Properties which is a working interest but which is operated by a party other than Mortgagor, Mortgagor agrees to take all such action and to exercise all rights and remedies as are available to Mortgagor (including, but not limited to, all rights under any operating agreement) to cause the party who is the operator of such property to comply with the covenants and agreements contained herein.

Section 2.3. Performance by Lender on Mortgagor's Behalf. Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action which hereunder Mortgagor is required to perform or take, or to pay any money which hereunder Mortgagor is required to pay, Lender, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Lender and any money so paid by Lender shall be a demand obligation owing by Mortgagor to Lender (which obligation Mortgagor hereby expressly promises to pay) and Lender, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Mortgagor to Trustee

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and/or Lender pursuant to this Mortgage shall bear interest (to the extent that a different rate of interest is not otherwise applicable thereto under the other provisions of this Mortgage or of the Note) each day, from the date of such expenditure or payment until paid, at a rate equal to the rate as provided for past due principal under the Note (provided that, should applicable law provide for a maximum permissible rate of interest on such amounts, such rate shall not be greater than such maximum permissible rate); all such amounts, together with such interest thereon, shall be a part of the secured indebtedness and shall be secured by this Mortgage.

ARTICLE III.

Assignment of Production, Accounts, and Proceeds

Section 3.1. Assignment of Production. Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to Lender all Production which accrues to Mortgagor's interest in the Mortgaged Properties, all proceeds of such Production and all Payments in Lieu of Production (herein collectively referred to as the "Production Proceeds"), together with the immediate and continuing right to collect and receive such Production Proceeds. Mortgagor directs and instructs any and all purchasers of any Production to pay to Lender all of the Production Proceeds accruing to Mortgagor's interest until such time as such purchasers have been furnished with evidence that all secured indebtedness has been paid and that this Mortgage has been released. Mortgagor agrees that no purchasers of the Production shall have any responsibility for the application of any funds paid to Lender.

Section 3.2. Effectuating Payment of Production Proceeds to Lender. Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Lender or that may be required by any purchaser of any Production for the purpose of effectuating payment of the Production Proceeds to Lender, subject to the provisions of Section 6.6 of the Credit Agreement. If under any existing sales agreements, other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Lender, Mortgagor's interest in all Production Proceeds under such sales agreements and in all other Production Proceeds which for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and shall be immediately paid over to Lender. Without limitation upon any of the foregoing (but subject to the provisions of Section 6.6 of the Credit Agreement), Mortgagor hereby constitutes and appoints Lender as Mortgagor's special attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Lender may from time to time prescribe) in the name, place and stead of Mortgagor to do any and every act and exercise any and every power that Mortgagor might or could do or exercise personally with respect to all Production and Production Proceeds (the same having been assigned by Mortgagor to Lender pursuant to Section 3.1 hereof), expressly inclusive, but not limited to, the right, power and authority to:

(a) Execute and deliver in the name of Mortgagor any and all transfer orders, division orders, letters in lieu of transfer orders, indemnifications, certificates and other instruments of every nature that may be requested or required by any purchaser of Production from any of the Mortgaged Properties for the purposes of effectuating payment of the Production Proceeds to Lender or which Lender may otherwise deem necessary or appropriate to effect the intent and purposes of the assignment contained in Section 3.1; and

(b) If under any product sales agreements other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Lender, to make, execute and enter into such sales agreements or other agreements as are necessary to direct Production Proceeds to be payable to Lender;

giving and granting unto said attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever necessary and requisite to be done as fully and to all intents and purposes, as Mortgagor might or could do if personally present; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Lender may be exercised by Lender through any person who, at the time of the execution of the particular instrument, is an officer of Lender. The power of attorney herein conferred is granted for valuable consideration and hence is coupled with an interest and is irrevocable so long as the secured indebtedness, or any part thereof, shall remain unpaid. All persons dealing with Lender or any substitute, shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Lender that all the secured indebtedness is fully and finally paid. Lender may, but shall not be obligated to, take such action as it deems appropriate in an effort to collect the Production Proceeds and any reasonable expenses (including reasonable attorney's fees) so incurred by Lender shall be a demand obligation of Mortgagor and shall be part of the secured indebtedness, and shall bear interest each day, from the date of such expenditure or payment until paid, at the rate described in Section 2.3 hereof.

Section 3.3. Change of Purchaser. To the extent a default has occurred hereunder and is continuing, should any person now or hereafter purchasing or taking Production fail to make payment promptly to Lender of the Production Proceeds, Lender shall, subject to then existing contractual prohibitions, have the right to make, or to require Mortgagor to make, a change of purchaser, and the right to designate or approve the new purchaser, and Lender shall have no liability or responsibility in connection therewith so long as ordinary care is used in making such designation.

Section 3.4. Application of Production Proceeds. So long as no default has occurred hereunder, the Production Proceeds received by Lender during each calendar month shall on the first business day of the next succeeding calendar month (or, at the option of Lender, on any earlier date) be applied by Lender as follows:

FIRST, to the payment of all secured indebtedness then due and payable, in such manner and order as Lender deems advisable; and

SECOND, the remainder, if any, of the Production Proceeds shall be paid over to Mortgagor or to Mortgagor's order or to such other parties as may be entitled thereto by law.

After a default hereunder has occurred, all Production Proceeds from time to time in the hands of Lender shall be applied by it toward the payment of all secured indebtedness (principal, interest, attorneys' fees and other fees and expenses) at such times and in such manner and order and to such extent as Lender deems advisable.

Section 3.5. Release From Liability; Indemnification. Lender and its successors and assigns are hereby absolved from all liability for failure to enforce collection of the Production Proceeds and from all other responsibility in connection

therewith, except the responsibility of each to account to Mortgagor for funds actually received by each. Mortgagor agrees to indemnify and hold harmless Lender (for purposes of this paragraph, the term "Lender" shall include the directors, officers, partners, employees and agents of Lender and any persons or entities owned or controlled by or affiliated with Lender) from and against all claims, demands, liabilities, losses, damages (including without limitation consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon, asserted against or incurred or paid by Lender by reason of the assertion that Lender received, either before or after payment in full of the secured indebtedness, funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons (and/or funds attributable to sales of production which (i) were made at prices in excess of the maximum price permitted by applicable law or (ii) were otherwise made in violation of laws, rules, regulations and/or orders governing such sales), and Lender shall have the right to defend against any such claims or actions, employing attorneys of its own selection, and if not furnished with indemnity satisfactory to it, Lender shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Lender in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character expended by Lender pursuant to the provisions of this section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Lender and shall bear interest, from the date expended until paid, at the rate described in Section 2.3 hereof. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES), CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY.** However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party.

Section 3.6. Mortgagor's Absolute Obligation to Pay Note. Nothing herein contained shall detract from or limit the obligations of Mortgagor to make prompt payment of the Note, and any and all other secured indebtedness, at the time and in the manner provided herein and in the Loan Documents, regardless of whether the Production and Production Proceeds herein assigned are sufficient to pay same, and the rights under this Article III shall be cumulative of all other rights of Lender under the Loan Documents.

Section 3.7. Rights Under Oklahoma Oil and Gas Owners' Lien Act. Mortgagor hereby grants, sells, assigns and sets over unto Lender during the term hereof, all of Mortgagor's rights and interests pursuant to the provisions of the Oil and Gas Owners' Lien Act (OKLA. STAT. tit. 52, §§548.1-548.6 (the "Oklahoma Act"), hereby vesting in Lender all of Mortgagor's rights as an interest owner to the continuing security interest in and lien upon the oil or gas severed or the proceeds of sale. Lender may, at its option, file the verified notice of lien in order to perfect such lien, but shall not be obligated to make such filing

and shall not be held liable to Mortgagor for any act or omission pursuant to the Oklahoma Act.

Section 3.8. Rights Under New Mexico Act. Mortgagor hereby grants, sells, assigns and sets over unto Lender, during the term hereof, all of Mortgagor's rights and interests pursuant to the provisions of Sections 48-9-1, et seq., N.M.S.A. 1978 Comp. (the "New Mexico Act"), hereby vesting in Lender all of Mortgagor's rights as an interest owner to the continuing security interest in and lien upon the oil or gas severed or the proceeds of sale. Lender may, at its option, file the verified notice of lien in order to perfect such lien, but shall not be obligated to make such filing and shall not be held liable to Mortgagor for any act or omission pursuant to the New Mexico Act.

Section 3.9. Rights Under Wyoming Statutes. Mortgagor hereby appoints Lender as its attorney-in-fact to pursue any and all lien rights of the Mortgagor to liens and security interests in the Mortgaged Properties securing payment of Production Proceeds attributable to the Mortgaged Properties, including, but not limited to, those liens and security interests provided for by Section 34.1-9-319, Wyoming Statutes Annotated, 1988 Republished Edition (June 1991). Mortgagor further hereby assigns to Lender any and all such liens, security interests, financing statements, or similar interests of Mortgagor attributable to its interests in the Mortgaged Properties and Production Proceeds therefrom arising under or created by statutory provision, judicial decision, or otherwise.

ARTICLE IV.

Remedies Upon Default

Section 4.1. Default. The term "default" as used in this Mortgage shall mean the occurrence of any of the following events:

(a) the occurrence of an "Event of Default" as defined in the Credit Agreement; or

(b) the failure of Mortgagor to make due and punctual payment of the Note or of any other secured indebtedness or of any installment of principal thereof or interest thereon, or any part thereof, as the same shall become due and payable, whether at a date for payment of a fixed installment or contingent or other payment, or as a result of acceleration, or otherwise; or

(c) the failure of Mortgagor to pay over to Lender any Production Proceeds which are receivable by Lender under this Mortgage but which are paid to Mortgagor rather than Lender (either as provided for in Section 3.2 hereof or otherwise), except Production Proceeds paid over to Mortgagor by Lender under clause THIRD of Section 3.4; or

(d) the failure of Mortgagor timely and properly to observe, keep or perform any covenant, agreement, warranty or condition herein required to be observed, kept or performed, if such failure is not remedied within 30 days after written notice and demand by Lender for the performance of such covenant, agreement, warranty or condition; or

(e) any representation contained herein shall prove to have been false or misleading in any material respect on the date made (or on the date as of which made); or

(f) Mortgagor suffers the entry against it of a judgment, decree or order for relief by a court of competent jurisdiction in an involuntary proceeding commenced under any applicable bankruptcy, insolvency or other similar law of any jurisdiction now or hereafter in effect, including

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the United States Bankruptcy Code, as from time to time amended, or has such a proceeding commenced against it which remains undismissed for a period of 30 days; or

(g) Mortgagor commences a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, including the United States Bankruptcy Code, as from time to time amended, or applies for or consents to the entry of an order for relief in an involuntary case under any such law; or Mortgagor makes a general assignment for the benefit of creditors or fails to pay (or admits in writing its inability to pay) its debts as such debts become due; or Mortgagor takes corporate or other action in furtherance of any of the foregoing; or

(h) Mortgagor suffers the appointment of or taking of possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for a substantial part of its assets or for any part of the Property in a proceeding brought against or initiated by it and (1) such appointment or taking is neither made ineffective nor discharged within 30 days after the making of such appointment or within 30 days after such taking, or (2) such appointment or taking is consented to, requested by, or acquiesced to by Mortgagor; or

(i) Mortgagor suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial part of its assets or any part of the Property, and such writ or warrant of attachment or any similar process is not stayed or released within 30 days after the entry or levy thereof or after any stay is vacated or set aside.

Section 4.2. Acceleration of Secured Indebtedness. Upon the occurrence of a default described in subsection (f), (g), (h) or (i) of Section 4.1 above, all of the secured indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, declaration or notice of acceleration or intention to accelerate, putting the Mortgagor in default, dishonor, notice of dishonor or any other notice or declaration of any kind, all of which are hereby expressly waived by Mortgagor, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as Lender may elect. During the continuance of any other default, Lender at any time and from time to time may without notice to Mortgagor or any other person declare any or all of the secured indebtedness immediately due and payable and all such secured indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, notice of acceleration or of intention to accelerate, putting the Mortgagor in default, dishonor, notice of dishonor or any other notice or declaration of any kind, all of which are hereby expressly waived by Mortgagor, and the liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as Lender may elect.

Section 4.3. Pre-Foreclosure Remedies. Upon the occurrence of a default, or any event or circumstance which, with the lapse of time or the giving of notice, or both, would constitute a default hereunder, Lender is authorized, prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records relating thereto, and to exercise without interference from Mortgagor any and all rights which Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property. If necessary to obtain the possession provided for above, Lender may invoke any and all remedies to dispossess Mortgagor. All costs, expenses and liabilities of every character incurred by Lender in managing, operating, maintaining, protecting or preserving the Property shall constitute a demand obligation (which obligation

Mortgagor hereby expressly promises to pay) owing by Mortgagor to Lender and shall bear interest from date of expenditure until paid at the rate described in Section 2.3 hereof, all of which shall constitute a portion of the secured indebtedness and shall be secured by this Mortgage and by any other instrument securing the secured indebtedness. In connection with any action taken by Lender pursuant to this Section 4.3, **LENDER SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF LENDER IN MANAGING THE PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT AND BAD FAITH OF LENDER**, nor shall Lender be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any agreement forming a part of the Property or arising under any Permitted Encumbrance or otherwise arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Lender with respect to the Property taken under this Section 4.3.

Section 4.4. Foreclosure.

(a) Upon the occurrence of a default, Trustee is authorized and empowered and it shall be Trustee's special duty at the request of Lender to sell the Deed of Trust Mortgaged Properties, or any part thereof, as an entirety or in parcels as Lender may elect, at such place or places and otherwise in the manner and upon such notice as may be required by law or, in the absence of any such requirement, as Trustee may deem appropriate. If Trustee shall have given notice of sale hereunder, any successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale. Cumulative of the foregoing and the other provisions of this Section 4.4, as to any portion of the Deed of Trust Mortgaged Properties located in the State of Texas (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby), such sales of all or any part of such Deed of Trust Mortgaged Properties shall be conducted at the courthouse of any county (whether or not the counties in which such Deed of Trust Mortgaged Properties are located are contiguous) in the State of Texas in which any part of such Deed of Trust Mortgaged Properties is situated or which lies shoreward of any Deed of Trust Mortgaged Property (i.e., to the extent a particular Deed of Trust Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), at public vendue to the highest bidder for cash between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month or at such other place, time and date as provided by the statutes of the State of Texas then in force governing sales of real estate under powers conferred by deed of trust, after having given notice of such sale in accordance with such statutes.

(b) Upon the occurrence of a default, this Mortgage may be foreclosed as to the Other Mortgaged Properties, or any part thereof, in any manner permitted by applicable law. Cumulative of the foregoing and the other provisions of this Section 4.4, as to Other Mortgaged Properties located in the State of Oklahoma, Mortgagor hereby confers on Lender the power to sell the Mortgaged Properties in accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act (OKLA. STAT. tit. 46, §§41-49), as the same may be amended from time to time. Mortgagor hereby represents and warrants to Lender that this Mortgage transaction does not involve a consumer loan as said term is defined in Section 3-104 of Title 14A of the Oklahoma Statutes, that this Mortgage does not secure an extension of credit made primarily for agricultural purposes as defined in paragraph 4 of Section 1-301 of Title 14A of the Oklahoma Statutes, and that this Mortgage is not a mortgage on the Mortgagor's homestead.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW LENDER TO TAKE THE MORTGAGED PROPERTIES AND

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[redacted] [redacted] [redacted]

SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(c) Upon the occurrence of a default, Lender may exercise its rights of enforcement with respect to the Collateral under the Texas Business and Commerce Code, as amended, or under the Uniform Commercial Code or any other statute in force in any state to the extent the same is applicable law. Cumulative of the foregoing and the other provisions of this Section 4.4:

(i) Lender may enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable; and

(ii) Lender may require Mortgagor to assemble the Collateral and make it available at a place Lender designates which is mutually convenient to allow Lender to take possession or dispose of the Collateral; and

(iii) written notice mailed to Mortgagor as provided herein at least five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(iv) in the event of a foreclosure of the liens and/or security interests evidenced hereby, the Collateral, or any part thereof, and the Mortgaged Properties, or any part thereof may, at the option of Lender, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the Collateral related thereto may be sold in connection therewith); and

(v) the expenses of sale provided for in clause FIRST of Section 4.7 shall include the reasonable expenses of retaking the Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition; and

(vi) should, under this subsection, the Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated under Section 4.7 as if the same were sales proceeds.

(d) To the extent permitted by applicable law, the sale by Trustee or Lender hereunder of less than the whole of the Property shall not exhaust the powers of sale herein granted or the right to judicial foreclosure, and successive sale or sales may be made until the whole of the Property shall be sold, and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of conducting such sale, this Mortgage and the liens and security interests hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Property. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Lender shall have the right to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by it (including, without limitation, the posting of notices and the conduct of sale). Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to Lender's having declared all

of indebtedness to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or, with respect to any sale by the Trustee, or any successor or substitute trustee, as to the refusal, failure or inability to act of Trustee or any substitute or successor trustee or the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. With respect to any sale held in foreclosure of the liens and/or security interests covered hereby, it shall not be necessary for the Trustee, Lender, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his/her or its possession, either at the time of or prior to such sale, the Property or any part thereof.

Section 4.5. Effective as Mortgage. As to the Deed of Trust Mortgaged Properties, this instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a default may be foreclosed as to the Deed of Trust Mortgaged Properties, or any portion thereof, in any manner permitted by applicable law, and any foreclosure suit may be brought by Trustee or by Lender. To the extent, if any, required to cause this instrument to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Deed of Trust Mortgaged Properties to Lender. In the event a foreclosure hereunder as to the Deed of Trust Mortgaged Properties, or any part thereof, shall be commenced by Trustee, or his substitute or successor, Lender may at any time before the sale of such properties direct Trustee to abandon the sale, and may then institute suit for the foreclosure of this Mortgage as to such properties. It is agreed that if Lender should institute a suit for the foreclosure of this Mortgage, Lender may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, its substitute or successor to sell the Deed of Trust Mortgaged Properties, or any part thereof, in accordance with the provisions of this Mortgage.

Section 4.6. Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of a default or any event or circumstance which, with the lapse of time or the giving or notice, or both, would constitute a default hereunder, Lender shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Lender, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Lender under Article III hereof. Nothing herein is to be construed to deprive Lender of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Lender in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Lender and shall bear interest, from the date of making such advancement by Lender until paid, at the rate described in Section 2.3 hereof.

Section 4.7. Proceeds of Foreclosure. The proceeds of any sale held in foreclosure of the liens and/or security interests evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit and including but not limited to a reasonable fee to the Trustee if such sale

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was made by the Trustee acting under the provisions of Section 4.4(a);

SECOND, to the payment of the secured indebtedness (including specifically without limitation the principal, interest and attorneys' fees due and unpaid on the Note and the amounts due and unpaid and owed to Lender under this Mortgage) in such manner and order as Lender may elect; and

THIRD, the remainder, if any there shall be, shall be paid to Mortgagor, or to Mortgagor's heirs, devisees, representatives, successors or assigns, or such other persons as may be entitled thereto by law.

Section 4.8. Lender as Purchaser. Any party constituting Lender shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and any Lender purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such Lender, or if such Lender holds less than all of such indebtedness, the pro rata part thereof owing to such Lender, accounting to all other Lenders not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding Lender or Lenders.

Section 4.9. Foreclosure as to Matured Debt. Upon the occurrence of a default, Lender shall have the right to proceed with foreclosure of the liens and/or security interests evidenced hereby without declaring the entire secured indebtedness due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness and shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.7 except that the amount paid under clause SECOND thereof shall be only the matured portion of the secured indebtedness and any proceeds of such sale in excess of those provided for in clauses FIRST and SECOND (modified as provided above) shall be applied as provided in clause SECOND AND THIRD of Section 3.4 hereof. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

Section 4.10. Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other Loan Document, and Trustee and Lender shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Loan Document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.11. Lender's Discretion as to Security. Lender may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Lender in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 4.12. Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or

redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of appraisement, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of Trustee and/or Lender under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right of Lender under the terms of this Mortgage to the payment of the secured indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

Section 4.13. Mortgagor as Tenant Post-Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Mortgagor are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. To the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 4.14. Waiver of Oklahoma Appraisement. As to Property situated in or otherwise subject to the laws of the State of Oklahoma, appraisement of the Property is hereby waived (or not) at the option of Lender, such option to be exercised at the time judgment is rendered in any foreclosure hereof or at any time prior thereto.

Section 4.15. Limitation on New Mexico Redemption Period. Pursuant to Section 39-5-19 of New Mexico Statutes, 1978 Annotated, the redemption period after foreclosure sale for any Property situated in or otherwise subject to the laws of the State of New Mexico shall be limited to one (1) month.

ARTICLE V.

Miscellaneous

Section 5.1. Scope of Mortgage. This Mortgage is a deed of trust and mortgage of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

[redacted] [redacted] [redacted]

Section 5.2. Effective as a Financing Statement. This Mortgage covers goods which are or are to become fixtures on the real property described herein, and this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property. This Mortgage shall also be effective as a financing statement, filed as a fixture filing, covering minerals and other substances of value which may be extracted from the earth (including without limitation oil and gas), and accounts related thereto, which will be financed at the wellhead or minehead of the wells or mines located on the Mortgaged Properties. This Mortgage is to be filed for record in the real/immovable property records of each county or parish where any part of the Mortgaged Properties is situated or which lies shoreward of any Mortgaged Property (i.e., to the extent a Mortgaged Property lies offshore within the projected seaward extension of the relevant county boundaries), and may also be filed in the offices of the Bureau of Land Management or the Minerals Management Service or any relevant state agency (or any successor agencies). This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. The mailing address of Mortgagor is the address of Mortgagor set forth at the end of this Mortgage and the address of Lender from which information concerning the security interests hereunder may be obtained is the address of Lender set forth at the end of this Mortgage.

Section 5.3. Reproduction of Mortgage as Financing Statement. A carbon, photographic, facsimile or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in Section 5.2.

Section 5.4. Notice to Account Debtors. In addition to, but without limitation of, the rights granted in Article III hereof, Lender may, at any time after a default has occurred that is continuing, notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Lender directly.

Section 5.5. Waiver by Lender. Lender may at any time and from time to time in writing waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing, or consent to Mortgagor's doing any act which hereunder Mortgagor is prohibited from doing, or to Mortgagor's failing to do any act which hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Property or any interest therein or any Production Proceeds from the lien and security interest of this Mortgage, without the joinder of Trustee, or release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way impair the rights or powers of Lender (or Trustee) hereunder except to the extent specifically agreed to by Lender in such writing.

Section 5.6. No Impairment of Security. The lien, security interest and other security rights of Lender hereunder shall not be impaired by any indulgence, moratorium or release granted by Lender including, but not limited to, any renewal, extension or modification which Lender may grant with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which Lender may grant in respect of the Property (including without limitation Production Proceeds), or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

Section 5.7. Acts Not Constituting Waiver by Lender. Lender may waive any default without waiving any other prior or subsequent default. Lender may remedy any default without

waiving the default remedied. Neither failure by Trustee or Lender to exercise, nor delay by Trustee or Lender in exercising, any right, power or remedy upon any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Trustee or Lender of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Lender and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance by Lender of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.

Section 5.8. Mortgagor's Successors. In the event the ownership of the Property or any part thereof becomes vested in a person other than Mortgagor, without Lender's written consent, Lender and Trustee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance on the part of Lender, and no extension of the time for the payment of the indebtedness secured hereby given by Lender shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder or for the payment of the indebtedness secured hereby.

Section 5.9. Place of Payment. All secured indebtedness which may be owing hereunder at any time by Mortgagor shall be payable at the place designated in the Credit Agreement (or if no such designation is made, at the address of Lender indicated at the end of this Mortgage), or at such other place as Lender may designate in writing.

Section 5.10. Subrogation to Existing Liens. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Lender at Mortgagor's request, and Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such indebtedness by Lender, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 5.11. Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

Section 5.12. Compliance With Usury Laws. It is the intent of Mortgagor, Lender and all other parties to the Loan Documents to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated

and agreed that none of the terms and provisions contained herein or in the other Loan Documents shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect. Neither Mortgagor nor any present or future guarantors, endorsers or other parties now or hereafter becoming liable for payment of the secured indebtedness shall ever be liable for unearned interest thereon or shall ever be required to pay interest thereon in excess of the maximum interest that may be lawfully charged under applicable law from time to time in effect, and the provisions of this paragraph shall control over all other provisions hereof and of the Loan Documents which may be in conflict or apparent conflict with any applicable law. Lender expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of the secured indebtedness is accelerated. If (a) the maturity of the secured indebtedness is accelerated for any reason, (b) the secured indebtedness is prepaid and as a result any amounts held to constitute interest are determined to be in excess of the legal maximum, or (c) Lender or any other holder of any or all of the secured indebtedness shall otherwise collect moneys which are determined to constitute interest which would otherwise increase the interest on any or all of the secured indebtedness to an amount in excess of that permitted to be charged by applicable law then in effect, then all such sums determined to constitute interest in excess of such legal limit shall, without penalty, be promptly applied to reduce the then outstanding principal of the secured indebtedness or, at Lender's or such holder's option, promptly returned to Mortgagor or the other payor thereof upon such determination in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable. By execution of this Mortgage, Mortgagor acknowledges that it believes the loan evidenced by the Loan Documents to be non-usurious and agrees that if, at any time, Mortgagor should have reason to believe that such loan is in fact usurious, it will give the Lender notice of such condition and Mortgagor agrees that the Lender shall have ninety (90) days after receipt of such notice in which to make appropriate refund or other adjustment in order to correct such condition if in fact such exists. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the maximum amount permitted under applicable law, Mortgagor (and any other payor thereof) and Lender shall to the greatest extent permitted under applicable law (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread the total amount of interest throughout the entire contemplated term of the instruments evidencing the secured indebtedness in accordance with the amounts outstanding from time to time thereunder and the maximum legal rate of interest from time to time in effect under applicable law in order to lawfully charge the maximum amount of interest permitted under applicable law. In the event that applicable law provides for an interest ceiling under Texas Revised Civil Statutes Annotated 5069-1.04, that ceiling shall be the "indicated rate ceiling". As used in this section, the term "applicable law" shall mean the laws of the State of Texas or the laws of the United States, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

Section 5.13. Substitute Trustee. The Trustee may resign by an instrument in writing addressed to Lender, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Lender. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Lender shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Lender shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without formality

other than appointment and designation in writing executed by Lender and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full, or until the Property is sold hereunder. In the event the secured indebtedness is owned by more than one person or entity, the holder or holders of not less than a majority in the amount of such indebtedness shall have the right and authority to make the appointment of a successor or substitute trustee as provided for in the preceding sentence or to remove Trustee as provided in the first sentence of this section. Such appointment and designation by Lender, or by the holder or holders of not less than a majority of the indebtedness secured hereby, shall be full evidence of the right and authority to make the same and of all facts therein recited. If Lender is a corporation or association and such appointment is executed in its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Deed of Trust Mortgaged Properties shall vest in the named successor or substitute Trustee and it shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Lender or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Deed of Trust Mortgaged Properties of the Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

Section 5.14. No Liability for Trustee. **THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE TRUSTEE'S NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Mortgagor hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, shall do lawfully by virtue hereof. Mortgagor will reimburse Trustee for, and indemnify and save it harmless against, any and all liability and expenses (including attorneys fees) which may be incurred by it in the performance of his duties. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Mortgagor to Trustee shall be a demand obligation owing by Mortgagor to Trustee and shall be subject to and covered by the provisions of the last two sentences of paragraph 2.3 hereof.

[redacted] [redacted] [redacted]

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Section 5.15. Release of Mortgage. If all of the secured indebtedness be paid as the same becomes due and payable and all of the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed and Lender shall have no further obligation to provide credit or advance funds to Mortgagor or the maker of any promissory note (or other obligor with respect to other indebtedness) secured hereby, then, Lender shall, at Mortgagor's request, release this Mortgage, in due form and at Mortgagor's cost; provided, however, that, notwithstanding such release, certain indemnifications, and other rights, which are provided herein to continue following the release hereof, shall continue in effect unaffected by such release.

Section 5.16. Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by telecopy, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given (a) in the case of personal delivery or delivery service, as of the date of first attempted delivery (if attempted during normal business hours, or otherwise upon receipt) at the address and in the manner provided herein, (b) in the case of telecopy, upon receipt, and (c) in the case of registered or certified United States mail, three days after deposit in the mail. Notwithstanding the foregoing, or anything else in the Loan Documents which may appear to the contrary, any notice given in connection with a foreclosure of the liens and/or security interests created hereunder, or otherwise in connection with the exercise by Lender or Trustee of their respective rights hereunder or under any other Loan Document, which is given in a manner permitted by applicable law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Property to which such statute is applicable) constitute proper notice.

Section 5.17. Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.18. Gender; Titles. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions.

Section 5.19. Recording. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Lender shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

Section 5.20. Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Note and secured by this Mortgage which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority,

and further agrees upon request of Lender to furnish Lender with evidence of such compliance.

Section 5.21. Lender's Consent. Except where otherwise expressly provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Lender is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Lender, and Lender shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner, regardless of the reasonableness of either the request or Lender's judgment.

Section 5.22. Certain Obligations of Mortgagor. Without limiting Mortgagor's obligations hereunder, Mortgagor liability hereunder shall extend to and include all post petition interest, expenses, and other duties and liabilities with respect to Mortgagor's obligations hereunder which would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 5.23. Counterparts. This Mortgage may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A which contains descriptions of the properties located in (or otherwise subject to the requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of Exhibit A shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by Mortgagor and Lender.

Section 5.24. Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Trustee and Lender and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties. All references in this Mortgage to Mortgagor, Trustee or Lender shall be deemed to include all such successors and assigns.

Section 5.25. FINAL AGREEMENT OF THE PARTIES. THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 5.26. CHOICE OF LAW. WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AND THE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT TO THE EXTENT THAT THE LAW OF A STATE IN WHICH A PORTION OF THE PROPERTY IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE PROPERTY) NECESSARILY OR, IN THE SOLE DISCRETION OF LENDER, APPROPRIATELY GOVERNS WITH RESPECT TO PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE TRUSTEE OR THE LENDER GRANTED HEREIN, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE PROPERTY LOCATED IN (OR OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

Section 5.27. Effective Date. The effective date of this instrument is 7:00 o'clock a.m. local time on June 1, 1994, at the location of the Mortgaged Properties, respectively.

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, this instrument is executed by Mortgagor this 1st day of June, 1994.

ATTEST:

Name: Randall A. Carter
Title: Secretary

CORPORATE SEAL

MORTGAGOR:

NATIONAL ENERGY GROUP, INC.

By: _____
Name: Miles D. Bender
Title: President and Chief Executive Officer

The address of Lender is:

1010 Milam
Houston, Texas 77002

The address of Mortgagor is:

4925 Greenville Avenue
Suite 1400
Dallas, Texas 75206

The address of the Trustee is:

600 Fifth Avenue, 15th Floor
New York, New York 10020

This instrument prepared by:

Robert B. Allen
Thompson & Knight, P.C.
1700 Pacific Avenue
Suite 3300
Dallas, Texas 75201

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 1st day of June, 1994 there personally appeared before me: Miles D. Bender, the President and Chief Executive Officer of National Energy Group, Inc., a Delaware corporation, known to me to be such officer, such corporation being a party to the foregoing instrument.

NEW MEXICO — The foregoing instrument was acknowledged before me on this day, by such person, the above designated officer of the corporation specified following such person's name, on behalf of said corporation.

KANSAS, OKLAHOMA, TEXAS and WYOMING — This instrument was acknowledged before me on this day, by such person, the above designated officer of the corporation specified following such person's name, on behalf of said corporation.

MONTANA — On this 1st day of June, 1994, before me personally appeared Miles D. Bender known to me to be the President and Chief Executive Officer of National Energy Group, Inc., the corporation described in and that executed the within and foregoing instrument and acknowledged to me that the corporation executed the same.

SOUTH DAKOTA — On this 1st day of June, 1994, before me, the undersigned officer, personally appeared Miles D. Bender, who acknowledged himself to be the President and Chief Executive Officer of National Energy Group, Inc., a corporation, and that he, as such President and Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

LaVerne Armstrong-Grim
NOTARY PUBLIC, State of Texas

LAVERNE ARMSTRONG-GRIM
(printed name)

LAVERNE ARMSTRONG-GRIM
Notary Public, State of Texas
My Commission Expires 12-22-94

My commission expires:

12-22-94

[SEAL]

EXHIBIT A

Big Piney Gov't #1 & #2 Wells
Sublette County, Wyoming

WI 1.00 NRI .875

Lessor: United States of America
Lessee: Luna C. Wootton
Date: September 1, 1950
Fed. Lease No.: W-0173
Description: T29N, R113W
Section 2: SW/4 NW/4
Section 3: NE/4 SE/4

LIMITED IN DEPTH FROM THE SURFACE TO THE STRATAGRAPHIC EQUIVALENT OF 2750' AS DEFINED ON THE ELECTRIC LOG OF THE BIG PINEY OIL & GAS COMPANY #2 WELL, LOCATED IN THE NE4 SE/4 OF SECTION 3, T29N, R113W.

Middle Piney 3-3 Well
Sublette County, Wyoming

ORRI .0500

Lessor: United States of America
Lessee: Luna C. Wootton
Date: September 1, 1950
Fed. Lease No.: W-0173
Description: T29N, R113W
Section 2: SW/4 NW/4
Section 3: NE/4 SE/4

INSOFAR AND ONLY INSOFAR AS TO RIGHTS BELOW THE STRATAGRAPHIC EQUIVALENT OF 2750' AS DEFINED ON THE ELECTRIC LOG OF THE BIG PINEY OIL & GAS COMPANY #2 WELL, LOCATED IN THE NE4 SE/4 OF SECTION 3, T29N, R113W.

Big Piney Gov't #4 Well
Sublette County, Wyoming

WI 1.00 NRI .875

Lessor: United States of America
Lessee: Thomas J. Upton
Date: December 1, 1948
Fed. Lease No.: W-0173
Description: T30N, R113W
Section 35: E/2

EXHIBIT B

TO

DEED OF TRUST, MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

PART I- GAS IMBALANCES-

A. Gas Imbalances in the volumes exist as of the date shown with respect to the following properties:

1. Marianne Field- underproduction estimated to be 100,000 MMBtus as of December 1, 1993.

2. Loudermilk Field, Haskell County, Oklahoma, overproduction which is estimated to be 50,000 MMBtus in the aggregate, and which overproduction cannot be the basis for balancing in cash.

B. In addition to the Properties described above, certain wells in the Oakwood Field, Dewey County, Oklahoma, are subject to gas imbalances. The potential diminution in value of Mortgagor's interest in the Property affected by such imbalance, either in limitation in its rights to take gas in the future or in liability for cash payments as a result of such imbalances, does not and will not exceed 10,000 MMBtus in the aggregate with respect to such wells.

PART II EXCEPTIONS TO REPRESENTATIONS CONCERNING ABANDONED WELLS-

A. Goldsmith Adobe Unit, Ector County, Texas. Certain wells which are not producing in paying quantities are being maintained for use in further operations.

B. Eola Field, Garvin County, Oklahoma. The Ferguson 10-1 Well, and the Henderson 1-1 Well which are not producing in paying quantities are included in properties which are the subject of a pending offer from a third party to acquire Mortgagor's interest, which offer is being considered by Mortgagor.

C. Other Properties. The following wells are also temporarily abandoned:

1. Peek South Field, Ellis County, Oklahoma:

(a) J. W. Berryman Well;

(b) F.W. Moore;

2. Morgan Field, Major County, Oklahoma; one of the Morgan Wells; and

3. Mocane-Laverne Field, Beaver County, Oklahoma, Gray #1 Well.

4. Ladd Field, Dewey County, Oklahoma:

(a) Dale Wills #1;

(b) Shafer A-1;

(c) Padberg #2; and

(d) Hall Wills A-6.

5. W.A.M. Field, Sterling County, Texas, Foster #1 Well.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

SCHEDULE I

Well Name	W.I.	N.R.I.
Hall #1-30	.75000	.6152344
Dethman & Meyer #1	.06250	.0546875
McChesney, Jr., No. 1	.06250	.0546875
Mabel #1, Mabel #2, Mabel #4, Mabel #5, Mabel #6, Mabel #8	.15000	.1200000
State 18 Com #1 BPO	.16533000	.13124000
State 18 Com #1 (APO)	.12698915	.09770022
Hargis No. 1 BPO	1.00000000	.80367500
Hargis No. 1 APO	.88541700	.73004100
King, Yates	.75000000	.56250000
Richardson Fee #1-5	.01000000	.00800714
Richardson Fee #3-5	.01053296	.00856118
Richardson Unit #1-33	.01000000	.00798745
TXO Leamon #1	.00000000	.01298800
Ethel Fry Unit #1 BPO	.03967160	.03471260
Ethel Fry Unit #1 APO	.05134000	.04492000
E. O. Paasch Gas Unit #1	.04069390	.03433548
E. O. Paasch Gas Unit 2-12	.00000000	.00178037
Gray #1-23	.14625000	.10113960
Gray #2-23	.14625000	.10113960
Taylor 1-7	.18000000	.13500000
Heffel #1-16	.03986400	.02989800
Schuber #1	.17088316	.13499340
Crissman 1-27	.00073300	.00068750
Jones, Lear 1-26	.00042030	.00031523
Vail #1-29	.27125625	.19847528
Mallen, Zum #1-15	.02187500	.01706250
Pettigrew A-1	.05000000	.03750000
Darity #1-6	.00883300	.00680140
Fletcher #1	.01757813	.01353520
Blessington #1-7	.03000000	.02272892
Kauk #3-2	.21613090	.16156430
Kauk #3-3	.02701636	.02019550
Armstrong 1	.99883330	.84692140
Armstrong 2	.99883330	.84692140
Burnham, Cora 1 APO	.32226563	.27574452
Burnham, Cora 1 BPO	.58007813	.49014791
Gore #2-10	.06250000	.04687500
Gundlach, Sophia 1 APO	.32226563	.27574452
Gundlach, Sophia 1 BPO	.37779438	.32110708
Jones #1-6	.02343750	.01706175
Kammerzell 1	.84125000	.70980469
Kammerzell 2	.61672875	.51261425
Padberg 1	.84445688	.68611670
Padberg 2	.84445688	.68611670
Schafer, A1	.86383400	.79047500
Schafer, A2	.80133401	.57469399
Schafer, F.B. #1 APO	.32226563	.27574452
Schafer, F.B. #1 BPO	.44726564	.40176717
Schafer, F.B. #2 APO	.32226563	.27574452
Schafer, F.B. #2 BPO	.44726564	.40176717
Tidball 1 APO	.32226563	.27574452
Tidball 1 BPO	.80664063	.69224843
Tidball 3 APO	.32226563	.27574452
Tidball 3 BPO	.50721808	.43687733
Wills, Dale 1	0.99883330	0.82582440

Wills, Dale 2	0.99883330	0.82582440
Wills, Paul 1	0.99883330	0.82582440
Wills, Paul A3	0.73549747	0.64239270
Wills, Paul A6	0.32451360	0.27785045
Berryman, J.W. 1	1.00000000	0.78000000
Brown, Arnold 1 APO	0.49051315	0.42066961
Brown, Arnold 1 BPO	0.88527180	0.76071167
Dunn, J.W. 1	0.98437350	0.78780604
Laubhan #1 APO	0.02344350	0.01875480
Laubhan #1 BPO		.01315668
Moore, FW 1	1.00000000	0.84375000
Roberts, Verna 1	0.65002907	0.54451659
Roberts, Verna #2 APO	0.37797111	0.31298926
Roberts, Verna #2 BPO	0.56990961	0.47732656
Dome Pan Am Cook 1-6	0.10644975	0.07999050
Ferguson 1-1 APO	0.12893242	0.10551393
Ferguson 1-1 BPO	0.07737750	0.06294450
Ferguson 10-6 APO	0.07194975	0.05508653
Ferguson 10-6 BPO	0.08413699	0.06474303
Ferguson 11-6 APO	0.11882475	0.09097520
Ferguson 11-6 BPO	0.43150828	0.32892771
Ferguson 2-1	0.19920748	0.19246051
Ferguson 3-1	0.15995249	0.12996135
Henderson 1-1 APO	0.07161589	
Henderson 1-1 BPO	0.11669115	0.07290205
Montgoermy 1-6	0.10644975	0.08649050
Barter Island #1-36	0.02477755	0.01301885
Lindsey #1-24	0.00682510	0.00532300
Loudermilk #1-28	0.30772800	0.24815200
Kunneman #1	0.12500000	0.10205070
Wrobbel #27-1	0.12500000	0.09750000
Morgan #2	0.06250000	0.04937500
Morgan #3	0.06250000	0.04937500
Bass #1-36	0.06500000	0.04875000
Brooks Farm #1	0.02596480	0.02028030
Davidson 1-7	0.00000000	.00003210
Eden Ranch #1	0.10546870	0.08426270
Kletke #1-7	0.02187500	0.01667970
Young #1-2	0.01562500	0.01160340
Fuller Canyon Fed #1-9	0.03750000	0.03046870
Goldsmith Adobe Unit G	0.76477530	0.66280220
Goldsmith Adobe Unit O	0.76477530	0.64898220
Fryar #2	0.25000000	0.20312500
Tweedy Lease	0.25000000	0.19824220
Pior #1	0.50000000	0.40625000
Walton #2	0.22500000	0.18281250
Corbett #2	0.15000000	0.11400000
Elliott #1	0.24954168	0.18715626
Foster Shallow rights	0.75483333	0.56235083
Horwood Lease	0.75483333	0.58499583
TF Foster 1 BPO	0.50802675	0.42745681
TF Foster 1 APO	0.27462450	0.22413017
TF Foster 2 BPO	0.45850953	0.38597937
TF Foster 2 APO	0.27462450	0.22413017
Kelly Ranch #A1	0.34915225	0.27932180
Kelly Ranch #B2	0.32226563	0.25781250
Kelly Ranch West #B1	0.46875000	0.37500000
Morrison	0.36565283	0.29252230
Googins #1	0.50000000	0.40000000
Spears #1	1.00000000	0.76708400
Spears #2,3,4,5,7,8	1.00000000	0.76708400

Well Name	W.I.	N.R.I.
Kenai Federal 44-4 BPO	1.00000000	0.77500000
Kenai Federal 44-4 APO	0.65000000	0.48625000
Rocking Chair #12-23		.05000000
Rocking Chair #14-23		.05000000
Big Piney N.(Govt#4)	1.00000000	0.87500000
Middle Piney 3-3		0.05000000
Big Piney N.(Govt#1)	1.00000000	.87500000
Big Piney N.(Govt#2)	1.00000000	.87500000
Madex Federal 13-1	0.58333333	0.48633333
Madex Federal 18-1	0.11065200	0.09211587
Madex Federal 24-2	0.10000000	0.08320000
Steve Fed #14-1 BPO	0.12500000	0.09218750
Steve Fed #14-1 APO	0.16666670	0.13033340

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BY TERRY Fields

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COLLATERAL ASSIGNMENT OF NOTES AND LIENS

THIS COLLATERAL ASSIGNMENT OF NOTES AND LIENS (this "Assignment") is made this 1st day of June, 1994 by TEXAS GAS FUND I, a Texas general partnership (hereinafter called "Assignor") in favor of DEN NORSKE BANK AS, and its successors and assigns (hereinafter called "Assignee"). Assignor hereby agrees with Assignee as follows:

ARTICLE I

Collateral Assignment

Section 1.1. Collateral Assignment. In order to secure the indebtedness hereinafter referred to and to secure the performance of all obligations of Assignor under that certain Credit Agreement dated of even date herewith (as hereafter amended, restated, modified or supplemented from time to time, the "Credit Agreement") between Assignor and Assignee and that certain Assignment and Security Agreement dated of even date by Assignor in favor of Assignee herewith (the "Security Agreement"), and the performance of each and every covenant, agreement and undertaking of Assignor made herein and therein, Assignor hereby pledges, assigns and transfers to Assignee:

(a) That certain promissory note of even date herewith executed by National Energy Group, Inc. ("NEG"), in the face amount of $25,000,000 payable to the order of Assignor on or before December 31, 2004 and all indebtedness evidenced thereby and all rights, remedies and covenants benefiting such promissory note, including those arising under that certain Credit Agreement of even date herewith between Assignor, as lender, and NEG, as borrower, and all indebtedness and obligations from time to time evidenced thereby or arising thereunder;

(b) The liens and security interests created by that certain Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement of even date herewith (the "NEG Mortgage") from NEG to Assignor covering, among other property, the property described in Exhibit A attached hereto and made a part hereof and recorded contemporaneously herewith;

ARTICLE II.

Secured Indebtedness

Section 2.1. Obligations Secured. This Assignment is made to secure and enforce the payment of all of the obligations, indebtedness and liabilities of Assignor secured by and/or described in the Credit Agreement and all other documents and instruments under, by reason of which, or pursuant to which any or all of such obligations, indebtedness and liabilities are evidenced, governed, secured, or otherwise dealt with, and all other agreements, certificates, legal opinions and other documents, instruments and writings heretofore or hereafter delivered in connection herewith or therewith (collectively, the "Obligation Documents").

ARTICLE III.

Miscellaneous

Section 3.1. Release. When all of the indebtedness secured by this Assignment has been paid in full and all obligations and liabilities of the Assignor under the Obligation Documents shall have been performed and discharged, then, and in that case only, upon Assignor's request and at Assignor's

expense, Assignee shall release the collateral assignment hereunder.

Section 3.2. Modifications and Waivers. No modification or waiver of any provision of this Assignment nor consent to any departure by Assignor therefrom shall in any event be effective unless the same shall be in writing and signed by Assignee and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Assignor in any case shall of itself entitle Assignor to any other or further notice of demand in similar or other circumstances.

Section 3.3. Amendment of Defined Instruments. Unless the context otherwise requires or unless otherwise provided herein, references in this Assignment to a particular agreement, instrument or document (including but not limited to, references in Section 1.1) also refer to and include all renewals, extensions, amendments, modifications, supplements or restatements of any such agreement, instrument or document, provided that nothing contained in this Section shall be construed to authorize any Person to execute or enter into any such renewal, extension, amendment, modification, supplement or restatement.

Section 3.4. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be given as set forth in the Security Agreement.

Section 3.5. Severability. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the validity or enforceability of any other provision.

Section 3.6. Successors and Assigns. The terms and provisions of this Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignee.

Section 3.7. CHOICE OF LAW. **WITH REGARD TO PRINCIPLES OF CONFLICT OF LAWS, THIS ASSIGNMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AND THE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT THE LAW OF THE STATE IN WHICH A PORTION OF THE PROPERTY SUBJECT TO THE SECURITY DOCUMENTS IS LOCATED SHALL GOVERN WITH RESPECT TO PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO THE ASSIGNMENT OF THE LIENS, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE ASSIGNOR ASSIGNED HEREIN AS TO THAT PORTION OF THE PROPERTY LOCATED IN SUCH STATE.**

THIS WRITTEN ASSIGNMENT OF NOTE AND LIENS REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 3.8. Exhibits. All exhibits attached to this Assignment are a part hereof for all purposes.

Section 3.9. Sufficiency as Financing Statement. A carbon, photographic or other reproduction of this Assignment or of any financing statement relating to this Assignment shall be sufficient as a financing statement.

Section 3.10. Record Notice Filing. This Assignment is being executed and recorded for notice purposes only; nothing contained herein is intended to or shall otherwise be construed so as to modify, amend, conflict with or in any way limit (i) any and all of the obligations of Assignor under the Credit Agreement, the Security Agreement and the other Obligation Documents or (ii) any and all rights and remedies under the Credit Agreement, the Security Agreement and the other Obligation Documents. To the extent any provision herein conflicts with any

provision contained in the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement or the Security Agreement shall control.

Section 3.11. Counterparts. This Assignment may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A which contains descriptions of the properties located in (or otherwise subject to the requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of Exhibit A shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire Exhibit A have been retained by Assignor and Assignee.

IN WITNESS WHEREOF, this Assignment is executed by each of the parties hereto as of the date first above written.

Witnesses:

Name: J.L. Wilkinson

Name: William D. Rapp

TEXAS GAS FUND I

By: Tenneco Ventures Corporation, its general partner

By: Michael V. Ronca
Michael V. Ronca
Vice President

By: EnCap Ventures 1993 Limited Partnership, its general partner

By: EnCap Ventures L.C., its general partner

By: D. Martin Phillips
D. Martin Phillips
Managing Director

Witnesses:

Name: M. Sean Smith

Name: Christopher Ray

The address of Assignor is:

Texas Gas Fund I
c/o EnCap Ventures L.C.
1100 Louisiana, Suite 3150
Houston, Texas 77002

The address of Assignee is:

Den norske Bank AS
600 Fifth Avenue
New York, New York 10020

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

This instrument was acknowledged before me this 1st day of June, 1994 by Michael V. Ronca, Vice President of Tenneco Ventures Corporation, a Delaware corporation, a general partner of Texas Gas Fund I, a Texas general partnership, on behalf of said corporation, acting as general partner of said partnership, and on behalf of said partnership.

Patricia A. Gibbard
Notary Public, State of Texas

My commission expires:
9/27/97

PATRICIA A. GIBBARD
Notary Public, State of Texas
Commission Expires: 09-27-97

STATE OF TEXAS §
§ SS.
COUNTY OF DALLAS §

This instrument was acknowledged before me this 1st day of June, 1994 by D. Martin Phillips, Managing Director of Encap Ventures L.C., a Texas limited liability company, as general partner of EnCap Ventures 1993 Limited Partnership, such limited partnership being a general partner of Texas Gas Fund I, a Texas general partnership, on behalf of said company acting in such capacity, and in behalf of such general partnership.

Patricia B. Sone
Notary Public, State of Texas

My commission expires:
2-11-96

PATRICIA B. SONE
Notary Public, State of Texas
My Commission Expires 2-11-96

EXHIBIT A

Big Piney Gov't #1 & #2 Wells
Sublette County, Wyoming

WI 1.00 NRI .875

Lessor: United States of America
Lessee: Luna C. Wootton
Date: September 1, 1950
Fed. Lease No.: W-0173
Description: T29N, R113W
Section 2: SW/4 NW/4
Section 3: NE/4 SE/4

LIMITED IN DEPTH FROM THE SURFACE TO THE STRATAGRAPHIC EQUIVALENT OF 2750' AS DEFINED ON THE ELECTRIC LOG OF THE BIG PINEY OIL & GAS COMPANY #2 WELL, LOCATED IN THE NE4 SE/4 OF SECTION 3, T29N, R113W.

Middle Piney 3-3 Well
Sublette County, Wyoming

ORRI .0500

Lessor: United States of America
Lessee: Luna C. Wootton
Date: September 1, 1950
Fed. Lease No.: W-0173
Description: T29N, R113W
Section 2: SW/4 NW/4
Section 3: NE/4 SE/4

INSOFAR AND ONLY INSOFAR AS TO RIGHTS BELOW THE STRATAGRAPHIC EQUIVALENT OF 2750' AS DEFINED ON THE ELECTRIC LOG OF THE BIG PINEY OIL & GAS COMPANY #2 WELL, LOCATED IN THE NE4 SE/4 OF SECTION 3, T29N, R113W.

Big Piney Gov't #4 Well
Sublette County, Wyoming

WI 1.00 NRI .875

Lessor: United States of America
Lessee: Thomas J. Upton
Date: December 1, 1948
Fed. Lease No.: W-0173
Description: T30N, R113W
Section 35: E/2

[redacted] [redacted] [redacted]

[local]

FINANCING STATEMENT

This instrument is prepared and is intended to be a Financing Statement complying with the formal requisites therefor as set forth in the Uniform Commercial Code, as amended (herein called the "Code").

1. The name, address and taxpayer Identification number of the Debtor are:

National Energy Group, Inc.
4925 Greenville Avenue
Dallas, Texas 75206
Taxpayer I.D. No. 581922764

2. The name, address and taxpayer Identification number of the Secured Party are:

Texas Gas Fund I
1010 Milam
Houston, Texas 77002
Taxpayer I.D. No. 76-0437058

3. The Secured Party has assigned all of its rights under this Financing Statement to:

Den norske Bank AS
600 Fifth Avenue, 15th Floor
New York, New York 10020
Taxpayer I.D. No. 13-3084622

4. This Financing Statement covers the following types (or items) of property:

A. The oil, gas and/or other mineral properties and/or mineral rights which are described in Exhibit A attached hereto and made a part hereof;

B. Without limitation of the foregoing, all other right, title and interest of Debtor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to (i) the oil, gas and/or mineral leases or other agreements described in Exhibit A hereto, (ii) the lands described or referred to in Exhibit A (or described in any of the instruments described or referred to in Exhibit A), without regard to any limitations as to specific lands or depths that may be set forth in Exhibit A hereto or in any of the leases or other agreements described in Exhibit A hereto and (iii) any other lands (including submerged lands) located anywhere in the United States of America or located offshore the United States of America but within the offshore area over which the United States of America or any State thereof asserts jurisdiction;

C. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all presently existing and hereafter created oil, gas and/or mineral unitization, pooling and/or communitization agreements, declarations and/or orders, and in and to the properties, rights and interests covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction), which cover, affect or otherwise relate to the properties, rights and interests described in clause A or B above;

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D. All of Debtor's interest in and rights under (whether now owned or hereafter acquired by operation of law or otherwise) all presently existing and hereafter created operating agreements, equipment leases, production sales contracts, processing agreements, transportation agreements, gas balancing agreements, farmout and/or farm-in agreements, salt water disposal agreements, area of mutual interest agreements, and other contracts and/or agreements which cover, affect, or otherwise relate to the properties, rights and interests described in clause A, B or C above or to the operation of such properties, rights and interests or to the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests (including, but not limited to, those contracts listed in Exhibit A hereto), as same may be amended or supplemented from time to time;

E. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all improvements, fixtures, movable or immovable property and other real and/or personal property (including, without limitation, all wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines), and all easements, servitudes, rights-of-way, surface leases, licenses, permits and other surface rights, which are now or hereafter used, or held for use, in connection with the properties, rights and interests described in clause A, B or C above, or in connection with the operation of such properties, rights and interests, or in connection with the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests;

F. All rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties (the properties, rights and interests described in clauses A through E above, and this clause F, are herein called "Mortgaged Properties");

SAVE AND EXCEPT that certain Net Profits Overriding Royalty Interest conveyed by Debtor to Lender in a certain Conveyance of Net Profits Overriding Royalty Interest (herein called the NPI Conveyance) dated of even date herewith and being recorded contemporaneously herewith;

G. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in all oil, gas, other hydrocarbons, and other minerals produced from or allocated to the Mortgaged Properties, and any products processed or obtained therefrom (herein collectively called the "Production"), together with all proceeds of Production (regardless of when Production to which such proceeds relate occurred) and together with all liens and security interests securing payment of the proceeds of the Production, including, but not limited to, those liens and security interests provided for under (i) statutes enacted in the jurisdictions in which the Mortgaged Properties are located, or (ii) statutes made applicable to the Mortgaged Properties under federal law (or some combination of federal and state law);

H. Without limitation of any other provisions of this subsection, all of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in all all payments received in lieu of production from the Mortgaged Properties (regardless of when such payments

accrued, and/or the events which gave rise to such payments occurred), including, without limitation, "take or pay" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, payments received in buyout or buydown or other settlement of a production sales contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Debtor as a result of Debtor (and/or its predecessors in title) taking or having taken less gas from lands covered by a Mortgaged Property (or lands pooled or unitized therewith) than their ownership of such Mortgaged Property would entitle them to receive (the payments described in this subsection being herein called "Payments in Lieu of Production");

I. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in all equipment, inventory, improvements, fixtures, accessions, goods and other personal property of whatever nature now or hereafter located on or used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all licenses and permits of whatever nature now or hereafter used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all renewals or replacements of the foregoing or substitutions for the foregoing;

J. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in all contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder) and other general intangibles (regardless of when the same arose, and/or the events which gave rise to the same occurred) related to the Mortgaged Properties, the operation thereof (whether Debtor is operator or non-operator), or the treating, handling, storing, processing, transporting, or marketing of Production (including, without limitation, any of the same relating to payment of proceeds of Production or to payment of amounts which could constitute Payments in Lieu of Production);

K. Without limitation of the generality of the foregoing, any rights and interests of Debtor under any present or future hedge or swap agreements, cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other hydrocarbons, or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Debtor;

L. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Properties, the Production or any other item of Property (as hereinafter defined) which are now or hereafter in the possession of Debtor or in which Debtor can otherwise grant a security interest, and all books, files, records, magnetic media, and other forms of recording or obtaining access to such data;

M. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in all money, documents, instruments, chattel paper, securities, accounts or general intangibles arising from or by virtue of any transaction (regardless of when such transaction occurred) related to the Mortgaged Properties, the Production or any other item of Property (all of the properties, rights and interests described in subsections A through L above and this subsection M being herein sometimes collectively called the "Collateral"); and

N. All of Debtor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in all proceeds of the Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, general intangibles, fixtures, real/immovable property, personal/ movable property or other assets (the Mortgaged Properties, the Collateral and the proceeds of the Collateral being herein sometimes collectively called the "Property").

5. This Financing Statement is presented for filing to the County Clerk of Sublette County, Wyoming.

6. The Debtor has an interest of record in the real and/or immovable properties described in Exhibit A annexed hereto.

7. Among other things, this Financing Statement covers goods which are or are to become fixtures on the Mortgaged Properties and minerals or other substances of value extracted from the earth (including, without limitation, oil and gas), and accounts related thereto, which will be financed at wellhead or minehead of wells or mines located on the Mortgaged Properties, and this financing statement is to be filed for record (and where appropriate tract indexed) in the real estate or comparable records and also filed and indexed as a financing statement in the Uniform Commercial Code records relating to personal property.

ATTEST:

By: Robert A. Curtis
Secretary

[SEAL]

DEBTOR:

NATIONAL ENERGY GROUP, INC.

By: Miles D. Bencler
Name: Miles D. Bencler
Title: President and Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for the county and state aforesaid, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 1st day of June, 1994, there personally appeared before me: Miles D. Bencler, the President and C.E.O. of National Energy Group, Inc., a Delaware corporation, known to me to be such officer, such corporation being a party to the foregoing instrument.

NEW MEXICO — The foregoing instrument was acknowledged before me on this day, by such person, the above designated officer of the corporation specified following such person's name, on behalf of said corporation.

KANSAS, OKLAHOMA, TEXAS and WYOMING

This instrument was acknowledged before me on this day, by such person, the above designated officer of the corporation specified following such person's name, on behalf of said corporation.

MONTANA — On this 1st day of June, 1994, before me personally appeared Miles D. Bender, known to me to be the President and CEO of National Energy Group, Inc., the corporation described in and that executed the within and foregoing instrument and acknowledged to me that the corporation executed the same.

SOUTH DAKOTA — On this 1st day of June, 1994, before me, the undersigned officer, personally appeared Miles D. Bender, who acknowledged himself to be the President and CEO of National Energy Group, Inc., a corporation, and that he, as such President and CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and CEO.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.

LAVERNE ARMSTRONG-GRIM
Notary Public, State of Texas
My Commission Expires 12-22-94

[SEAL]

LaVerne Armstrong-Grim
NOTARY PUBLIC, State of Texas

Return Copy to: Patricia B. Sone
Thompson & Knight,
A Professional Corporation
1700 Pacific Avenue
Suite 3300
Dallas, Texas 75201

Number of Sheets of this Financing Statement and all attachments thereto: 7

EXHIBIT A

Sublette County, Wyoming

SW/4 NW/4 Section 2, T29N - R113W
NE/4 SE/4 Section 3, T29N - R113W
E/2 Section 35, T30N - R113W

Big Piney Gov't 1,2 & 4

WI	NRI
1.00	.8750

EXHIBIT A

Big Piney Gov't #1 & #2 Wells
Sublette County, Wyoming

WI 1.00 NRI .875

Lessor: United States of America
Lessee: Luna C. Wootton
Date: September 1, 1950
Fed. Lease No.: W-0173
Description: T29N, R113W
Section 2: SW/4 NW/4
Section 3: NE/4 SE/4

LIMITED IN DEPTH FROM THE SURFACE TO THE STRATAGRAPHIC EQUIVALENT OF 2750' AS DEFINED ON THE ELECTRIC LOG OF THE BIG PINEY OIL & GAS COMPANY #2 WELL, LOCATED IN THE NE4 SE/4 OF SECTION 3, T29N, R113W.

Middle Piney 3-3 Well
Sublette County, Wyoming

ORRI .0500

Lessor: United States of America
Lessee: Luna C. Wootton
Date: September 1, 1950
Fed. Lease No.: W-0173
Description: T29N, R113W
Section 2: SW/4 NW/4
Section 3: NE/4 SE/4

INSOFAR AND ONLY INSOFAR AS TO RIGHTS BELOW THE STRATAGRAPHIC EQUIVALENT OF 2750' AS DEFINED ON THE ELECTRIC LOG OF THE BIG PINEY OIL & GAS COMPANY #2 WELL, LOCATED IN THE NE4 SE/4 OF SECTION 3, T29N, R113W.

Big Piney Gov't #4 Well
Sublette County, Wyoming

WI 1.00 NRI .875

Lessor: United States of America
Lessee: Thomas J. Upton
Date: December 1, 1948
Fed. Lease No.: W-0173
Description: T30N, R113W
Section 35: E/2

RELEASE

RECITALS:

1. Bank One, Texas, N.A., a national banking association (the "Bank"), as lender, and National Energy Group, Inc. ("NEG"), as debtor, are parties to that certain Amended and Restated Credit Agreement dated June 28, 1993 (as heretofore amended, supplemented or otherwise modified, being herein called the "Credit Agreement").

2. Pursuant to the Credit Agreement, NEG made a Revolving Note dated June 28, 1993, in the face amount of $10,000,000, payable to the order of the Bank (such note, as same may heretofore have been amended or modified, and any notes either given in substitution therefor or in renewal and extension thereof or otherwise issued pursuant to the Credit Agreement, being herein collectively called the "Note").

3. The Note is secured by, among other instruments, the security instruments described in Schedule I hereto (as heretofore amended or modified, herein collectively called the "Security Instruments").

4. The Security Instruments described in Part I of Schedule I hereto (herein called the "Mortgages") were all executed by NEG in favor of the Bank, as well as in favor of a deed of trust trustee, for the benefit of the Bank.

5. The Note has been paid in full and all other indebtedness arising in connection with the Credit Agreement has been satisfied; as such, NEG has requested that NEG execute this Release in order to evidence of record the full release and discharge of the rights, interests, assignments, liens and security interests created under the Security Instruments or otherwise created in favor of the Bank pursuant to the Credit Agreement.

RELEASE AND AGREEMENT:

For a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank does hereby act and agree as follows:

A. The Bank does hereby RELEASE, DISCHARGE and QUITCLAIM to NEG all of the properties, rights, titles, liens, estates, security interests and other interests (a) granted to the Bank or otherwise created for its benefit under the Mortgages and under the other Security Instruments, (b) otherwise held by the Bank or for the benefit of the Bank under and pursuant to the Credit Agreement in or affecting properties (real, personal or mixed) of NEG. The Bank does hereby further extinguish and release to NEG any right to production or proceeds of production assigned to it or otherwise created in its favor in the Mortgages or in the other Security Instruments.

B. The Bank hereby represents and warrants as follows:

(i) the Note has been paid in full, and all other indebtedness or obligations (other than those which, by their express terms, survive the termination of the Credit Agreement or the payment of the Note) arising pursuant to the Credit Agreement or otherwise secured by the Security Instruments have been discharged and satisfied in their entirety; and

(ii) the Bank is the only owner and holder of the Note and no assignment of any rights, liens or security interests under the Security Instruments has been heretofore executed by the Bank to any third party other than full or partial releases of such Security Instruments; and

C. The Bank will, from time to time at the request of NEG and at no expense to the Bank, execute and deliver to NEG any instruments reasonably necessary to carry out more effectively the purposes of this Release, including without limitation any UCC-3's or comparable financing statement terminations.

D. This Release is executed in multiple counterparts, all of which are identical. All of such counterparts together shall constitute one and the same instrument.

RECORDED June 14 19 94 3:05 PM
IN BOOK 97 of M PAGE 78
FEES 24.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracey Fields

246906

21224 00[redacted]735

EXECUTED on this 2nd day of June, 1994, immediately prior to (and to be given effect before) that certain Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement executed by NEG in favor of Texas Gas Fund I, a Texas general partnership.

BANK ONE, TEXAS, N.A.

By: _____
Wm. Mark Cranmer
Assistant Vice President

This instrument prepared by:

Robert B. Allen
Thompson & Knight, P.C.
1700 Pacific Avenue
Suite 3300
Dallas, Texas 75201
(214) 969-1700

Addresses:

Bank One, Texas, N.A.
1717 Main Street
Dallas, Texas 75201

National Energy Corporation
4925 Greenville Avenue, Suite 1400
Dallas, Texas 75260

STATE OF TEXAS §
DALLAS §
COUNTY OF ~~HARRIS~~ §

This instrument was acknowledged before me this 2nd day of June, 1994, by Wm. Mark Cranmer, Assistant Vice President of Bank One, Texas, N.A., a national banking association, on behalf of such association.

_____
NOTARY PUBLIC, STATE OF TEXAS

[SEAL]

PATRICIA B. SONE
Notary Public, State of Texas
My Commission Expires 2-11-96

My commission expires:

2-11-96

SCHEDULE I

RECORDING SCHEDULE

1. Supplemental and Restated Mortgage, Security Agreement, Assignment of Production and Financing Statement dated as of December 30, 1993 from National Energy Group, Inc. to Bank One, Texas, N.A.

Recording Jurisdiction	Recording Data
Beaver County, Oklahoma	Book 916, Page 221 Filed 1/12/94
Beckham County, Oklahoma	Book 1345, Page 182 Filed 1/10/94
Caddo County, Oklahoma	Book 1853, Page 64 Filed 1/10/94
Canadian County, Oklahoma	Book 1848, Page 34 Filed 1/11/94
Carter County, Oklahoma	Book 1842, Page 241 Filed 1/10/94
Cleveland County, Oklahoma	Book 2516, Page 504 Filed 1/10/94
Custer County, Oklahoma	Book 909, Page 14 Filed 1/10/94
Dewey County, Oklahoma	Book 998, Page 8 Filed 1/10/94
Ellis County, Oklahoma	Book 568, Page 608 Filed 1/10/94
Garvin County, Oklahoma	Book 1376, Page 613 Filed 1/10/94
Grady County, Oklahoma	Book 2642, Page 278 Filed 1/10/94
Harper County, Oklahoma	Book 492, Page 125 Filed 1/10/94
Haskell County, Oklahoma	Book 517, Page 623 Filed 1/10/94
Kingfisher County, Oklahoma	Book 1375, Page 11 Filed 1/10/94
Logan County, Oklahoma	Book 1319, Page 467 Filed 1/10/94
Major County, Oklahoma	Book 1343, Page 296 Filed 1/10/94

McClain County, Oklahoma	Book 1365, Page 831 Filed 1/10/94
Noble County, Oklahoma	Book 466, Page 143 Filed 1/11/94
Okfuskee County, Oklahoma	Book 820, Page 10 Filed 1/10/94
Oklahoma County, Oklahoma	Book 6544, Page 1847 Filed 1/11/94
Payne County, Oklahoma	Book 1032, Page 612 Filed 1/11/94
Pittsburgh County, Oklahoma	Book 804, Page 673 Filed 1/11/94
Pottawatonie County, Oklahoma	Book 2273, Page 235 Filed 1/10/94
Washita County, Oklahoma	Book 804, Page 623 Filed 1/10/94
Woods County, Oklahoma	Book 767, Page 167 Filed 1/10/94
Woodward County, Oklahoma	Book 1385, Page 290 Filed 1/11/94

2. Supplemental and Restated Deed of Trust, Security Agreement, Assignment of Production and Financing Statement dated December 30, 1993 from National Energy Group, Inc. to Bank One, Texas, N.A.

Recording Jurisdiction	Recording Data
Ector County, Texas	Volume 1160, Page 0698; Filed 1/5/94

3. Supplemental and Restated Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement dated December 30, 1993 from National Energy Group, Inc. to Bank One Texas, N.A.

Recording Jurisdiction	Recording Data
Campbell County, Wyoming	Book 1278, Page 241 Filed 1/28/94
Sublette County, Wyoming	O&G Book 96, Page 76 Filed 1/12/94

Sweetwater County, Wyoming — Book 845, Page 1476
Filed 1/10/94

4. Ratification of and Amendment to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated September 16, 1991 from National Energy Group, Inc. to Bank One, Texas, National Association.

State	County	
Texas	Howard	Volume 370, Page 558; Clerk's File No. 4778; Filed 10/4/91; Deed of Trust Records
	Irion	Volume 91, Page 500; Clerk's File No. 11836; Filed 10/7/91; Official Public Records
	Kent	Volume 52, Page 132; Clerk's File No. 675; Filed 10/4/91; Deed of Trust Records
	Nolan	Book 209, Page 070; Clerk's File No. 006397; Filed 10/4/91
	Stephens	Volume 1020, Page 174, Clerk's File No. 3380; Filed 10/4/91
	Throckmorton	Volume 0288; Page 584; Clerk's File No. 85769; Official Public Records
	Upton	Volume 0186, Page 344; Clerk's File No. 106558; Filed 10/4/91; Deed of Trust Records
	Yoakum	Volume 83, Page 305; Clerk's File No. 184862; Filed 10/4/91; Official Public Records
Utah	Duchense	Book MR248, Page 14; Clerk's File No. 283669; Filed 10/7/91

5. Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated September 13, 1991 from National Energy Group, Inc. to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association.

State	County	
Texas	Concho	Volume 72, Page 32; Clerk's File No. 11854; Filed 10/4/91; Deed of Trust Records

Howard	Volume 370, Page 527; Clerk's File No. 4776; Filed 10/4/91; Deed of Trust Records
Irion	Volume 91, Page 465; Clerk's File No. 11834; Filed 10/7/91; Official Public Records
LaSalle	Volume 127, Page 314; Clerk's File No. 56109; Filed 10/4/91; Deed of Trust Records
Ochiltree	Volume 500, Page 876; Clerk's File No. 37782; Filed 10/4/91; Official Public Records
Stephens	Volume 1020, Page 141; Clerk's File No. 3378; Filed 10/4/91; Official Public Records
Throckmorton	Volume 0288, Page 549; Clerk's File No. 85767; Filed 10/8/91; Official Public Records
Upton	Volume 0186; Page 311; Clerk's File No. 106555; Filed 10/4/91; Deed of Trust Records
Yoakum	Volume 83, Page 274; Clerk's File No. 184860; Filed 10/4/91; Official Public Records
Young	Volume 194, Page 48; Clerk's File No. 4030; Filed 10/4/91; Deed of Trust Records

	Filing No.	Filing Date
Secretary of State for the State of Texas as a Financing Statement	91195071	October 7, 1991
Secretary of State for the State of Texas as a Utility Security Instrument	91195070	October 7, 1991

6. Notice of Utility Security Instrument Affecting Real Property dated September 13, 1991 from National Energy Group.

State	County	
Texas	Concho	Volume 72, Page 61; Clerk's File No. 11855; Filed 10/4/91

Howard	Volume 370, Page 556; Clerk's File No. 4777; Filed 10/7/91; Deed Records
Irion	Volume 91, Page 498, Clerk's File No. 11835; Filed 10/7/91; Official Public Records
LaSalle	Volume 127, Page 343; Clerk's File No. 56110; Filed 10/4/91; Deed Records
Ochiltree	Volume 500, Page 905; Clerk's File No. 37783; Filed 10/4/91; Official Public Records
Stephens	Volume 1020, Page 171; Clerk's File No. 3379; Filed 10/4/91
Throckmorton	Volume 0288, Page 582; Clerk's File No. 85768; Filed 10/8/91; Official Public Records
Upton	Volume 186, Page 341; Clerk's File No. 106557; Filed 10/4/91; Deed of Trust Records
Yoakum	Volume 82, Page 303; Clerk's File No. 184861; Filed 10/4/91; Official Public Records
Young	Volume 194, Page 77; Clerk's File No. 4031; Filed 10/4/91; Deed of Trust Records

7. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated September 13, 1991 from National Energy Group, Inc. to Arthur R. Gralla, Jr., Trustee for the benefit of Bank One, Texas, National Association.

State	County	
Montana	Richland	Book B137, Page 364; Clerk's File No. 459061; Filed 10/11/91; Mortgage Records
New Mexico	Eddy	Book 106, Page 620; Clerk's File No. 9110348; Filed 10/7/91;
	Lea	Book 568, Page 421; Clerk's File No. 12467; Filed 10/7/91
	Roosevelt	Book 185, Page 308; Clerk's File No. 74709; Filed 10/11/91

North Dakota	Mountrail	Book 599, Page 339; Clerk's File No. 282365; Filed 10/7/91
Oklahoma	Beaver	Book 0860, Page 595; Clerk's File No. B 4210; Filed 10/8/91
	Beckham	Book 1227, Page 87; Clerk's File No. 04858; Filed 10/4/91
	Caddo	Book 1669, Page 260; Clerk's File No. 6644; Filed 10/4/91
	Cleveland	Book 2320, Page 582; Clerk's File No. 26996; Filed 10/4/91
	Custer	Book 847, Page 211; Clerk's File No. 5767; Filed 10/4/91
	Haskell	Book 493, Page 808; Clerk's File No. 249172; Filed 10/4/91
	Kingfisher	Book 1243, Page 198; Clerk's File No. 4738; Filed 10/4/91
	Pittsburg	Book 749, Page 499; Clerk's File No. 009464; Filed 10/4/91
Wyoming	Campbell	Book 1162, Page 438; Clerk's File No. 651922; Filed 10/7/91
	Sublette	Book 54, Page 192; Clerk's File No. 234742; Filed 10/8/91
	Sweetwater	Book 820, Page 967; Clerk's File No. 1098708; Filed 10/7/91

Date	Previous No.	Filing No.	Filing
Bureau of Land Management for the State of Wyoming	W-24135	1733637WY	10/4/91
	W-24136	1733639WY	10/4/91
	W-22067	1733638WY	10/4/91

EXHIBIT A

Sublette County, Wyoming

NE4/SE4 Section 3, T29N-R113W
Sublette County, WY

Middle Piney 3-3

WI	NRI
.00	.05

EXHIBIT A

Sublette County, Wyoming

SW4/NW4 Section 2, T29N-R113W
NE4/SE4 Section 3, T29N-R113W
NE4 Section 35, T29N-R113W
Sublette County, WY

Big Piney North Field 1, 2, 4

WI	NRI
1.0	1.0

ASSIGNMENT OF OIL AND GAS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. Paul Allen, P.O. Box 331, St. George, UT 84771, hereinafter call Assignor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto

The Trust of J. Paul Allen
P.O. Box 331
St. George, UT 84771

herein called Assignee, all of his right, title and interest in and to the oil and gas lease in Lincoln County, Wyoming, hereinafter set forth, to-wit:

LESSOR: Pvt.
LEASE NO.: Fee Lease
DESCRIPTION Township 28 North, Range 114 West, 6th P.M.
Section 15, W1/2SE1/4; Sec. 22, NW1/4NE1/4:

Containing in all 120.00 ACRES, MORE OR LESS.

it being the intention of Assignor to convey all of his interest in the entire SW1/4 of said Section 3 to Assignee, together with the rights incident thereto and the personal property thereon, appurtenant there to, or used or obtained in connection therewith.

This assignment is made subject to all the terms and conditions of, including any and all benefits which may derive from the following:

1. That certain Judgment and Decree entered 6/21/82 in Civil No. 6041 in the District Court, Third Judicial District, State of Wyoming and affirmed by the Supreme Court for the State of Wyoming, Case No. 5734.

2. That certain Operating Agreement, dated 10/15/84, naming Christmann Energy Corporation as Operator, covering the SW1/4 of Section 3, Township 26 North Range 113 West.

And for the same consideration the Assignor covenants with the Assignee, its heirs, successors, or assigns: That the Assignor is the lawful owner of and has good title to the interests above assigned in and to said lease, estates, rights, and properties, free and clear from all liens, encumbrances or adverse claims: That said lease is valid and subsisting on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

This assignment is executed without warranty of title express or implies.

Separate assignments of the interests may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed herein.

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

246917

RECORDED June 15 1994 10:22 M
IN BOOK 97 Qt G PAGE 88
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY FIELDS

EXECUTED this 15TH day of JUNE, 1994.

J. Paul Allen, Grantor

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

On this 15TH day of JUNE, 1994, before me, a Notary Public, personally appeared J. PAUL ALLEN., to me known to be signor of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires:
My Commission Expires: 10-06-96

NOTARY PUBLIC

AGREEMENT, ASSIGNMENT AND BILL OF SALE

DURANGO PRODUCTION CORP., a Texas corporation, ("ASSIGNOR"), whose address is 4301 Maplewood, Suite 500, Wichita Falls, Texas 76308, for the payment of Ten and no/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns, and conveys to **PRESIDIO EXPLORATION, INC.**, a Colorado corporation, ("ASSIGNEE"), whose address is 5613 DTC Parkway, Suite 750, P.O. Box 6525, Englewood, Colorado 80155-6525, all of its right, title and interest in and to the following:

(a) The oil and gas leases and lands located in Sublette County, Wyoming described on Exhibit "A" attached hereto and made a part hereof by this reference, subject to any royalties, overriding royalties, production payments or other similar interests burdening such leases (the "Leases");

(b) The wells (whether producing or non-producing), equipment, facilities and personal property directly associated with the production of oil, gas or other hydrocarbons located on the Leases;

(c) The oil, natural gas liquids or condensate inventory, including "line fill" and inventory below the pipeline connection in tanks as of 7:00 a.m., local time, February 1, 1994 (the "Effective Date"); and

(d) All contracts and contractual rights, and interests, including all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed by voluntary agreements and those formed under order, regulations, rules or other official acts of any federal, state or governmental agency having jurisdiction), oil, casinghead gas and gas sales, purchase, exchange, transportation, operating and processing contracts and agreements, joint operating agreements, farmin and farmout agreements, drilling or exploration agreements, salt water disposal agreements, permits, rights-of-way, easements, licenses, well service contracts and other contracts directly relating to the Leases.

It is the further understanding of Assignor and Assignee that:

1. Assignor shall be entitled to all credits and proceeds of production from and accruing to the Leases prior to the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Leases for periods of time prior to the Effective Date.

2. Assignee shall be entitled to all credits and proceeds of production from and accruing to the Leases after the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Leases for periods of time after the Effective Date.

3. Assignor agrees to indemnify, defend and hold harmless Assignee, its agents and representatives from any obligation or liability of Assignor under any litigation or administrative claim (including, without limitation, court costs, reasonable expenses of litigation and reasonable attorneys' fees) to the extent such litigation or administrative claim relates to the Leases and to the period of time prior to the Effective Date. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents and representatives from any obligation or liability of Assignee under any litigation or administrative claim (including, without limitation, court costs, reasonable expenses of litigation and reasonable attorneys' fees) to the extent such litigation or administrative claim relates to the Leases and to the period of time after the Effective Date. However, Assignor's indemnification responsibility shall not extend to cleanup of environmental conditions, Assignee hereby assuming Assignor's obligation to plug and abandon the wells located on the Leases and to restore any surface location in compliance with applicable rules and regulations.

Assignor will, at any time and from time to time after the date hereof, upon Assignee's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transaction embodied in this Agreement, Assignment and Bill of Sale.

Assignor makes no representation or warranty of title to the interests assigned hereby, other than against lawful claims of persons claiming the same or any part thereof by, through or under Assignor, but not otherwise. With respect to the wells, personal property, and equipment assigned hereby, this Agreement, Assignment and Bill of Sale is made without representation or warranty of title expressed or implied, and all such equipment, wells and personal property are sold AS IS AND WHERE IS, WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR WITHOUT WARRANTY OF

246918

RECORDED June 15 1994 10:37AM
IN BOOK 97 O+G PAGE 90
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
[redacted] Tracey Fields [redacted]

MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY EXPRESSLY DENIED. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

This Agreement, Assignment and Bill of Sale is made expressly subject to that certain Agreement dated as of April 27, 1994 between Assignor and Assignee.

To have and to hold the same unto Assignee, its successors and assigns forever.

EXECUTED this 24 day of May, 1994, effective for all purposes as of the Effective Date.

ATTEST:

By: _____
Title: Joe Stevens, Secy

ASSIGNOR:

DURANGO PRODUCTION CORP.

By: _____
Title: President Ronald Jackson

ATTEST:

By: _____
Bruce R. DeBoer
Corporate Secretary

ASSIGNEE:

PRESIDIO EXPLORATION, INC.

By: _____
Robert L. Smith
President

ACKNOWLEDGEMENTS

STATE OF TEXAS)
) ss.
COUNTY OF Wichita)

The foregoing instrument was acknowledged before me by Ronald K. Jackson Pres. of Durango Production Corp., this 24 day of May, 1994.

Witness my hand and official seal.

My commission expires: KATHY MACHA
Notary Public, State of Texas
My Comm. Expires 4/16/96

_____
Notary Public in and for the
State of Texas

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Robert L. Smith, President of Presidio Exploration, Inc., this 24th day of May, 1994.

Witness my hand and official seal.

My commission expires:
9/21/94

_____
Notary Public in and for the
State of Colorado

E X H I B I T "A"

STATE: *** WYOMING ***
COUNTY: WY - SUBLETTE
PROSPECT: East Bird Canyon
WELL: FEDERAL 40-17

LEASE AQ NUMBER	LESSOR/ LESSEE	LEASE DATE	RECORDING DATA	DESCRIPTION
GA 6501817 WY-12740**	02 USA W-54137 MELVIN MEESTER	04/01/1976	BK 64 PG 328	T 27 N R 111 W SEC 17: SE/4

WHEN RECORDED RETURN TO:
VINSON & ELKINS L.L.P.
First City Tower, Suite 2669
1001 Fannin Street
Houston, TX 77002-6760
Attn: Crystal L. Lightfield

246949

RECORDED June 20, 1994 8:30AM
IN BOOK 97046 PAGE 93
FEES $ 142.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

BANNON ENERGY INCORPORATED

TO

JERE C. OVERDYKE, AS TRUSTEE

FOR THE BENEFIT OF

JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP

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Exhibit A - Mortgaged Property
Exhibit B - Agreements

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

This MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is entered into as of the effective time and date hereinafter stated (the "Effective Date") by **BANNON ENERGY INCORPORATED**, a Texas corporation, whose address for notice hereunder is 3934 FM 1960 West, Suite 240, Houston, Texas 77068 ("Mortgagor"), for the benefit of **JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP**, a Delaware limited partnership, with offices at 1400 Smith Street, Houston, Texas 77002 ("Mortgagee").

R E C I T A L S:

A. On even date herewith, Mortgagor and Mortgagee are executing a Loan Agreement (such agreement, as may from time to time be amended or supplemented, called the "Loan Agreement") pursuant to which, upon the terms and conditions stated therein, the Mortgagee agrees to make loans to Mortgagor.

B. Mortgagee has conditioned its obligations under the Loan Agreement upon the execution and delivery by Mortgagor of this Mortgage, and Mortgagor has agreed to enter into this Mortgage.

C. Therefore, in order to comply with the terms and conditions of the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Mortgagee as follows:

ARTICLE I

Grant of Lien and Indebtedness Secured

Section 1.01 Grant of Liens. To secure payment of the Indebtedness (as hereinafter defined) and the performance of the covenants and obligations herein contained, Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY unto Jere C. Overdyke of Houston, Texas, as Trustee, whose address for notice hereunder is 1400 Smith Street, Houston, Texas 77002 ("Trustee") and Trustee's successors and substitutes, with power of sale, in trust hereunder, for the use and benefit of Mortgagee, the real and personal property, rights, titles, interests and estates described in the following paragraphs (a) through (g) (collectively called the "Mortgaged Property"):

(a) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the oil and gas leases and/or oil, gas and other mineral leases and other interests and estates and the lands and premises covered or affected thereby which are described on Exhibit A hereto (collectively called the "Hydrocarbon Property") or which Hydrocarbon Property is otherwise referred to herein.

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (i) the properties now or hereafter pooled or unitized with the Hydrocarbon Property; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and any units created solely among working interest owners pursuant to operating agreements or otherwise) which may affect all or any portion of the Hydrocarbon Property including, without limitation, those units which may be described or referred to on attached Exhibit A; (iii) all operating agreements, production sales or other contracts, farmout agreements and farm-in agreements (including, without limitation, the agreements described or referred to in Exhibit B hereto), area of mutual interest agreements, equipment leases and other agreements described or referred to in this Mortgage or which relate to any of the Hydrocarbon Property or interests in the Hydrocarbon Property described or referred to herein or on attached Exhibit A or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons (hereinafter defined) from or attributable to such Hydrocarbon Property or interests; (iv) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property, the Hydrocarbons, or any other item of property, real or personal, which are in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, computer records, and other forms of recording or obtaining access to such data; and (v) the Hydrocarbon Property described on attached Exhibit A and covered by this Mortgage even though Mortgagor's interests therein be incorrectly described or a description of a part or all of such Hydrocarbon Property or Mortgagor's interests therein be omitted; it being intended by Mortgagor and Mortgagee herein to cover and affect hereby all interests which Mortgagor may now own or may hereafter acquire in and to the Hydrocarbon Property notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the "Hydrocarbons") in and under and which may be produced and saved from or attributable to the Hydrocarbon Property, the lands pooled or unitized therewith and Mortgagor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Hydrocarbon Property, the lands pooled or unitized therewith and Mortgagor's interests therein which are subjected or required to be subjected to the liens and security interests of this Mortgage and including specifically, but without limitation, all liens and security interests in such Hydrocarbons securing payment of proceeds resulting from the sale of Hydrocarbons.

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Hydrocarbon Property, rights, titles, interests and estates described or referred to in paragraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor, including, without limitation,

any and all property, real or personal, now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of such Hydrocarbon Property or the lands pooled or unitized therewith (excluding drilling rigs, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties.

(e) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by Mortgagor or by anyone on Mortgagor's behalf; and the Trustee is hereby authorized to receive the same at any time as additional security hereunder.

(f) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Hydrocarbon Property rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances (as hereinafter defined in Section 3.01) to which any of the Hydrocarbon Property rights, titles, interests or estates are subject, or otherwise; all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided in Section 34.1-9-319 of the Wyoming Statutes, as amended from time to time and any successor statutes; together with any and all renewals and extensions of any of the Hydrocarbon Property rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests or estates.

(g) All accounts (but excluding any accounts, accounts receivable or the proceeds thereof which come to Mortgagor as operator from third-party non operators), contract rights, inventory, general intangibles, insurance contracts and insurance proceeds constituting a part of, relating to or arising out of those portions of the Mortgaged Property which are described in paragraphs (a) through (f) above and all proceeds and products of all such portions of the Mortgaged Property and payments in lieu of production (such as "take or pay" payments), whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts (but excluding any accounts, accounts receivable or the proceeds thereof which come to Mortgagor as operator from third-party non operators), general intangibles, fixtures, real property, or other assets.

Any fractions or percentages, if any, specified on attached Exhibit A in referring to Mortgagor's interests are solely for purposes of the warranties made by Mortgagor pursuant to Sections 3.01 and 3.05 hereof and shall in no manner limit the quantum of interest affected by this Section 1.01 with respect to any Hydrocarbon Property or with respect to any unit or well identified on said Exhibit A.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee and to his successors and assigns forever to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance of the covenants, agreements, and obligations of the Mortgagor herein contained.

Section 1.02 Grant of Security Interest. To further secure the Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in and to the Mortgaged Property (whether now or hereafter acquired by operation of law or otherwise) insofar as the Mortgaged Property consists of equipment, accounts (but excluding any accounts, accounts receivable or the proceeds thereof which come to Mortgagor as operator from third-party non operators), chattel paper, documents, instruments, contract rights, inventory, general intangibles, insurance contracts, insurance proceeds, Hydrocarbons, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code as presently in effect in the jurisdiction in which the Mortgaged Property is situated ("Applicable UCC") including, without limitation, the agreements described or referred to in Exhibit B hereto, and all proceeds and products from any and all of such personal property. Upon the happening of any of the Events of Default, Mortgagee is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the personal property and fixtures in which Mortgagee has been granted a security interest herein, or the Trustee or Mortgagee may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this Mortgage in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Trustee or Mortgagee under any other provision of this Mortgage or under any other Security Instrument and under any and all rights, powers and remedies existing at law or in equity. Written notice mailed to Mortgagor as provided herein at least five (5) days prior to the date of public sale of any part of the Mortgaged Property which is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Mortgaged Property will be made, shall constitute reasonable notice.

Section 1.03 Indebtedness Secured. This Mortgage is executed and delivered by Mortgagor to secure and enforce the following whether now existing or hereafter arising (the "Indebtedness"):

(a) Payment of and performance of any and all indebtedness, obligations and liabilities of Mortgagor pursuant to the Loan Agreement, whether now existing or hereafter arising, including without limitation, that certain promissory note which is or may be executed by Mortgagor payable to the order of Mortgagee and being in the principal amount of $83,000,000 with final maturity on or before June 6, 1999 and all other notes

given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (such notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, being hereafter called the "Note").

(b) Any sums which may be advanced or paid by Mortgagee under the terms hereof or of the Loan Agreement on account of the failure of Mortgagor to comply with the covenants of Mortgagor contained herein or in the Loan Agreement; and all other indebtedness of Mortgagor arising pursuant to the provisions of this Mortgage.

(c) Any additional loans made by Mortgagee to Mortgagor. It is contemplated that Mortgagee may lend additional sums to Mortgagor from time to time, but shall not be obligated to do so, and Mortgagor agrees that any such additional loans shall be secured by this Mortgage.

(d) Payment of and performance of any and all present or future obligations of Mortgagor according to the terms of any present or future interest rate or currency swap, rate cap, rate floor, rate collar, forward rate agreement or other exchange or rate protection agreements or any option with respect to any such transaction now existing or hereafter entered into between Mortgagor and Mortgagee in connection with the Mortgaged Property.

(e) Payment of and performance of any and all present or future obligations of Mortgagor according to the terms of any present or future swap agreements, cap, floor, collar, forward agreement or other exchange or protection agreements relating to crude oil, natural gas or other Hydrocarbons or any option with respect to any such transaction now existing or hereafter entered into between Mortgagor and Mortgagee, including, without limitation, pursuant to the ISDA Master Agreement.

Section 1.04 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become fixtures on the land described or to which reference is made herein or on attached Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to Hydrocarbons (minerals including oil and gas) or the accounts resulting from the sale thereof at the wellhead or minehead located on the land described or to which reference is made herein; (iii) this Mortgage is to be filed of record in the real estate records as a financing statement, and (iv) Mortgagor or another party shown on Exhibit A hereto is the record owner of the real estate or interests in the real estate comprised of the Mortgaged Property.

Section 1.05 Defined Terms. Any capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning assigned to such term in the Loan Agreement.

ARTICLE II

Assignment of Production

Section 2.01 Assignment. Mortgagor has absolutely and unconditionally assigned, transferred, and conveyed, and does hereby absolutely and unconditionally assign, transfer and convey unto Mortgagee, its successors and assigns, all of the Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now and hereafter attributable to the Hydrocarbons and said products and all payments in lieu of the Hydrocarbons such as "take or pay" payments or settlements. The Hydrocarbons and products are to be delivered into pipe lines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of Mortgagee, free and clear of all taxes, charges, costs, and expenses; and all such revenues and proceeds shall be paid directly to Mortgagee with no duty or obligation of any party paying the same to inquire into the rights of Mortgagee to receive the same, what application is made thereof, or as to any other matter. Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders, and other instruments as may be required or desired by Mortgagee or any party in order to have said proceeds and revenues so paid to Mortgagee. Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a bank account as additional collateral securing the Indebtedness; and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding Mortgagor. All proceeds received by the Mortgagee pursuant to this assignment shall be applied as provided in the other Loan Documents. Mortgagee shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but Mortgagee shall have the right, at its election, in the name of Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by Mortgagee in order to collect such funds and to protect the interests of Mortgagee, and/or Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by Mortgagor. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the rights granted to Trustee and/or Mortgagee in Section 1.01 (f) of this Mortgage, Mortgagor hereby further transfers and assigns to Mortgagee any and all such liens, security interests, financing statements or similar interests of Mortgagor attributable to its interest in the Hydrocarbons and proceeds of runs therefrom arising under or created by said statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 2.01, being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid.

Section 2.02 Rights Under Wyoming Acts.

(a) Mortgagor hereby grants, sells, assigns, sets over and mortgages unto Mortgagee during the term hereof, all of Mortgagor's rights and interests pursuant to the provisions

of Section 34.1-9-319 of the Wyoming Statutes, hereby vesting in Mortgagee all of Mortgagor's rights as an interest owner to the continuing security interest in and lien upon the Mortgaged Property.

(b) For purposes of more fully effectuating the assignments made under this Article II and continuing the rights of Mortgagee thereunder, the Mortgagor hereby appoints Mortgagee as its attorneys-in-fact to pursue any and all rights, remedies and payments (including attorneys' fees and interest) under Sections 30-5-301 through 30-5-303, of the Wyoming Statutes Annotated, as amended from time to time or any successor statutes, in respect of the Hydrocarbons and proceeds therefrom, including, but not limited to, proceeds accruing prior to the effective date of the assignments contained in this Article II. The power of attorney granted to Mortgagee under this Section 2.02(b), being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid.

Section 2.03 No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of Mortgagor to make prompt payment of all principal and interest owing on the Indebtedness when and as the same become due regardless of whether the proceeds of the Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Indebtedness.

ARTICLE III

Representations, Warranties and Covenants

Mortgagor hereby represents, warrants and covenants as follows:

Section 3.01 Defend Title. The Mortgaged Property is free of any and all Liens except Liens allowed by Section 5.01 of the Loan Agreement and Liens described on Exhibit A hereto (which, together with the Conveyance of Overriding Royalty, being herein collectively called the "Permitted Encumbrances"). This Mortgage is, and always will be kept, a direct first lien and security interest upon the Mortgaged Property subject only to the Permitted Encumbrances and Mortgagor will not create or suffer to be created or permit to exist any lien, security interest or charge prior or junior to or on a parity with the lien and security interest of this Mortgage upon the Mortgaged Property or any part thereof or upon the rents, issues, revenues, profits and other income therefrom. Mortgagor will warrant and defend the title to the Mortgaged Property against the claims and demands of all other persons whomsoever and will maintain and preserve the lien created hereby so long as any of the Indebtedness secured hereby remains unpaid. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Property, Mortgagor agrees it will immediately defend against such adverse claim or take appropriate action to remove such cloud at Mortgagor's cost and expense, and Mortgagor further agrees that the Trustee and/or Mortgagee may take such other action as they deem advisable to

protect and preserve their interests in the Mortgaged Property, and in such event Mortgagor will indemnify the Trustee and Mortgagee against any and all costs, attorney's fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 3.02 Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Sections 1445 and 7701 (i.e. Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

Section 3.03 Power to Create Lien and Security. The Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage, and convey a security interest in all of the Mortgaged Property in the manner and form herein provided and without obtaining the further authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever.

Section 3.04 Rentals Paid; Leases in Effect. To the best of Mortgagor's knowledge, all rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Hydrocarbon Property have been duly paid or provided for and all leases or subleases comprising a part of the Hydrocarbon Property are in full force and effect.

Section 3.05 Operation By Third Parties. All or portions of the Mortgaged Property may be comprised of interests in the Hydrocarbon Property which may be operated by a party or parties other than Mortgagor and with respect to all or any such interests and properties which may be operated by parties other than Mortgagor, Mortgagor's covenants as expressed in this Article III are modified to require that Mortgagor use its best efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such leases or properties.

Section 3.06 Abandon, Sales. The Mortgagor will not sell, lease, assign, transfer or otherwise dispose or abandon any of the Mortgaged Property except as permitted by the Loan Agreement.

Section 3.07 Failure to Perform. The Mortgagor agrees that if the Mortgagor fails to perform any act or to take any action which the Mortgagor is required to perform or take hereunder or pay any money which the Mortgagor is required to pay hereunder, each of the Mortgagee and the Trustee in the Mortgagor's name or its or their own name may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by either of them and any money so paid by either of them shall be a demand obligation owing by the Mortgagor to the Mortgagee or the Trustee, as the case may be, and each of the Mortgagee and the Trustee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Mortgagor to each of the Mortgagee and the Trustee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment

or other occurrence which gives rise to such amount being owed to such Person until paid at the Past Due Rate, and all such amounts together with such interest thereon shall be a part of the Indebtedness described in Section 1.03 hereof.

Section 3.08 Federal Participating Areas. Some or all of the Mortgaged Property may lie within federal units and either presently or in the future could be included in whole or in part within one or more participating areas. It is recognized by Mortgagor and Mortgagee that within federal units, participating areas may be formed, enlarged or contracted in accordance with the rules and regulations of the applicable governmental authority and that, notwithstanding anything else to the contrary herein contained, any change arising therefrom in the interest of Mortgagor or Mortgagee in the Mortgaged Property shall not be deemed to be a breach of any warranty herein.

ARTICLE IV

Rights and Remedies

Section 4.01 Event of Default. An "Event of Default" under the Loan Agreement shall be an Event of Default under this Mortgage.

Section 4.02 Acceleration. Upon the occurrence of any Event of Default, in addition to any other rights, powers or remedies herein conferred or by operation of the law, Mortgagee may declare all amounts owing with respect to this Mortgage, the Note, the Loan Agreement and the documents and instruments executed in connection therewith to be, and they shall thereupon forthwith become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Mortgagor.

Section 4.03 Fixtures. Upon the occurrence of any Event of Default, if deemed appropriate by Mortgagee or Trustee or if required by applicable law, Mortgagee or Trustee may elect to treat the fixtures included in the Mortgaged Property either as real property or as personal property, or both, and proceed to exercise such rights as apply to the type of property selected.

Section 4.04 Foreclosure. Upon the occurrence of any Event of Default, in addition to any other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee and Trustee shall have all of the rights, powers and remedies of a secured party, a mortgagee and a beneficiary under a deed of trust, and a trustee under a deed of trust granted under applicable law. Mortgagee may, without notice, demand or declaration of default, which are hereby waived by Mortgagor, proceed by one or more actions in equity or at law for the seizure and sale of the Mortgaged Property or any portion thereof, for the foreclosure or sale of the Mortgaged Property or any portion thereof by judicial foreclosure by appropriate proceedings in any court of competent jurisdiction, by a trustee's sale, or in any other manner then permitted by law, for the specific performance of any covenant or agreement of Mortgagor herein contained or in aid of the execution of any right, power or remedy herein granted, or for the enforcement of any other appropriate equitable or legal remedy and to recover judgment against Mortgagor. In furtherance, and not in limitation, thereof:

(a) Deed of Trust. This Mortgage shall constitute a deed of trust under Section 34-3-101 et seq. of the Wyoming Statutes, as amended and as may be amended from time to time, or any future law containing provisions under which the sale of property securing debts is authorized or permitted; and upon the occurrence of any Event of Default Trustee shall, whenever requested by Mortgagee, cause the Mortgaged Property to be sold in accordance with the provisions thereof and hereof.

(b) Mortgage. This Mortgage shall also constitute a mortgage, and upon the occurrence of any Event of Default may be foreclosed as to any of the Mortgaged Property by judicial action, by advertisement under power of sale or in any manner then permitted

by applicable law; and to the extent, if any, required to cause this Mortgage to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Mortgaged Property to Mortgagee, and hereby grants Mortgagee the power of sale.

(c) Election. Mortgagee may elect to treat this Mortgage, from time to time and at any time, either as a deed of trust or a mortgage. In the event a sale of the Mortgaged Property under the power of sale shall be commenced by Trustee or Mortgagee, Mortgagee may at any time before the sale of the Mortgaged Property, elect to abandon the sale, and the Mortgagee may then institute a suit for the collection of the Indebtedness and for the foreclosure of this Mortgage by judicial action or by power of sale. It is agreed that if the Mortgagee should institute a suit for the foreclosure of this Mortgage by judicial action, Mortgagee may at any time before the entry of a final judgment, dismiss such suit, and then sell, or direct the Trustee to sell, the Mortgaged Property under the power of sale herein granted in accordance with the provisions of this Mortgage.

(d) Additional Actions. This Mortgage shall also constitute and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, mortgage, financing statement and security agreement, and from time to time as any one or more thereof as appropriate under applicable law. Mortgagee shall be entitled to all of the rights, remedies and benefits of a secured party, mortgagee and a beneficiary granted under applicable law; and, to the fullest extent of such law, shall be entitled to enforce such rights, remedies and benefits. Mortgagor intends and hereby grants to Mortgagee all rights, powers and remedies accorded a secured party, mortgagee and a beneficiary under applicable law whether or not such rights, powers and remedies are expressly granted or reserved herein.

(e) Notice, Place and Manner of Sale. Any sale of the Mortgaged Property under this Article IV shall take place at such place or places and otherwise in such manner and upon such terms and notice as may be required by law; or, in the absence of any such requirement, as Trustee or Mortgagee may deem appropriate. Mortgagor expressly agrees that Mortgagee or Trustee may offer the Mortgaged Property as a whole or in such parcels or lots as Mortgagee or Trustee elects, regardless of the manner in which the Mortgaged Property may be described.

(f) Postponement of Sale. Any sale of the Mortgaged Property conducted under this Article IV may be postponed from time to time as provided by applicable law; or, in the absence of any such provisions, Mortgagee may postpone the sale of the collateral or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of the Mortgaged Property will not exhaust the power of sale, and sales may be made from time to time until all Mortgaged Property is sold or the Indebtedness is paid in full.

(g) Mortgagee's Right to Purchase. Mortgagee shall have the right to bid or to become the purchaser at any sale made pursuant to the provisions of this Article IV, and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale.

(h) Conveyance to Purchaser. Any deed, bill of sale or other conveyance executed by or on behalf of Trustee, the sheriff or other official or party responsible for conducting the sale shall be prima facia evidence of the compliance with all statutory and contractual requirements for the sale and execution of such deed, bill of sale or other conveyance and will presumptively establish the truth and accuracy of the recitals and matters stated therein, including without limitation, violation of terms and covenants, nonpayment or nonperformance of the Indebtedness and advertisement and conduct of the sale in the manner provided herein or as provided by applicable law. Mortgagor does hereby ratify and confirm all legal acts that Trustee and Mortgagee may do in carrying out the provisions of this Mortgage. Any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Article IV will operate to divest all right, title, interest, claim and demand of Mortgagor in and to the property sold and will be a perpetual bar against Mortgagor and shall, subject to applicable law, vest title in the purchaser free and clear of all liens, security interests and encumbrances (other than Permitted Encumbrances), including without limitation, liens, security interests and encumbrances junior to the liens and security interests created by this instrument. Upon any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Article IV, the receipt by Mortgagee, Trustee, the sheriff or other official or party responsible for conducting the sale, shall be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof shall not, after paying such purchase money and receiving such receipt of Mortgagee, Trustee, the sheriff or such other official or party be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof. Any purchaser at a sale will, subject to mandatory redemption periods, if any, receive immediate possession of the Mortgaged Property purchased, and Mortgagor agrees that if Mortgagor retains possession of the Mortgaged Property or any part thereof subsequent to such sale, Mortgagor will be considered tenants at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be guilty of forcible detainer, and will be subject to eviction and removal, forcible or otherwise, with or without process of law and all damages to Mortgagor by reason thereof are hereby expressly waived by Mortgagor.

(i) Federal and Tribal Transfers. Upon a sale conducted pursuant to this Article IV of all or any portion of the Mortgaged Property consisting of interests (the "Federal and Tribal Interests") in leases, easements, rights-of-way, agreements or other documents and instruments covering, affecting or otherwise relating to federal or tribal lands (including without limitation, leases, easements and rights-of-way issued by the Bureau of Land Management, leases, easements and rights-of-way issued by the Bureau of Indian Affairs and leases, easements, rights-of-way and minerals agreements with tribal governments or agencies), Mortgagor agrees to take all action and execute all instruments necessary or advisable to transfer the Federal and Tribal Interests to the purchaser at such sale, including without limitation, to execute, acknowledge and deliver assignments of the Federal and Tribal Interests on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements, to seek and request approval thereof and to take all other action necessary or advisable in connection therewith. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact and proxy, with full power and authority

in the place and stead of Mortgagor, in the name of Mortgagor or otherwise, to take any such action and to execute any such instruments on behalf of Mortgagor that Mortgagee may deem necessary or advisable to so transfer the Federal and Tribal Interests, including without limitation, the power and authority to execute, acknowledge and deliver such assignments, to seek and request approval thereof and to take all other action deemed necessary or advisable by Mortgagee in connection therewith; and Mortgagor hereby adopts, ratifies and confirms all such actions and instruments. Such power of attorney and proxy is coupled with an interest, shall survive the dissolution, termination, reorganization or other incapacity of Mortgagor and shall be irrevocable. No such action by Mortgagee shall constitute acknowledgment of, or assumption of liabilities relating to, the Federal and Tribal Interests, and neither Mortgagor nor any other party may claim that Mortgagee is bound, directly or indirectly, by any such action.

Section 4.05 Personal Property. Upon the occurrence of any Event of Default, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including without limitation, the Applicable UCC, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Mortgaged Property and any proceeds thereof wherever located, and for that purpose Secured party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Mortgagee may require Mortgagor to assemble such personal property and make it available to Mortgagee at a place to be designated by Mortgagee that is reasonably convenient to both parties. If notice is required by applicable law, Mortgagee shall give five business days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of the type customarily sold on a recognized market. If Mortgagee in good faith believes that the Securities Act of 1933 or any other state or federal law prohibits or restricts the customary manner of sale or distribution of any such property, Mortgagee may sell such property privately or in any other manner deemed advisable by Mortgagee at such price or prices as Mortgagee determines in its sole discretion. Mortgagor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Mortgagee may result in a lower sales price than if the sale were otherwise held. Mortgagor shall be provided with or permitted to retain copies of all accounting and business data concerning the Mortgaged Property in the event Mortgagee, pursuant to the provisions of this Article IV, takes possession of or causes the sale of any such Mortgaged Property comprised of accounting or business data concerning the Mortgaged Property.

Section 4.06 Possession of Mortgaged Property. Mortgagor agrees to the full extent that it lawfully may, that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, the Trustee or Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its

or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Trustee may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as the Trustee shall deem best. All costs, expenses and liabilities of every character incurred by the Trustee and/or Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to the Trustee and/or Mortgagee and shall bear interest from date of expenditure until paid at the Past Due Rate, all of which shall constitute a portion of the Indebtedness and shall be secured by this Mortgage and all other Security Instruments.

Section 4.07 Appointment of Receiver. Upon the occurrence of any Event of Default, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property without the necessity of the posting of a bond or notice; and shall, to the extent not prohibited by applicable law, be entitled to such receiver as a matter of right, without regard to the solvency or insolvency of Mortgagor, the value or adequacy of the Mortgaged Property or the Mortgaged Property being in danger of being materially injured or reduced in value as security by removal, destruction, deterioration, accumulation of prior liens or otherwise; and such receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being hereby expressly waived. Mortgagor does hereby consent to the appointment of such receiver or receivers, waive any and all defenses to such appointment, and agrees not to oppose any application therefor by Mortgagee or Trustee, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Mortgagee or Trustee under this Article IV or otherwise. Nothing herein is to be construed to deprive Mortgagee or Trustee of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Mortgagee or Trustee in connection with any such receivership shall be a demand obligation owing by Mortgagor to Mortgagee and shall bear interest from the date of making such advancement until paid at the Past Due Rate. Any such receiver shall have all powers conferred by the court appointing such receiver, which powers shall, to the extent not prohibited by applicable law, include without limitation, the right to enter upon and take immediate possession of the Mortgaged Property or any part thereof, to exclude Mortgagor therefrom, to hold, use, operate, manage and control such Mortgaged Property, to make all such repairs, replacements, alterations, additions and improvements to the same as such receiver or Mortgagee or Trustee may deem proper or expedient, to demand and collect all of the other earnings, rents, issues, profits, proceeds and other sums due or to become due with respect to such Mortgaged Property, accounting for only the net earnings arising therefrom after charging against the receipts therefrom all fees, costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at the Past Due Rate without any liability to Mortgagor in connection therewith which net earnings shall be turned over by such receiver to Mortgagee to be applied by Mortgagee to the payment of the obligations.

Section 4.08 Waiver by Mortgagor. Subject to any mandatory requirements of applicable law, Mortgagor agrees that Mortgagor shall not at any time have, invoke, utilize or assert any right under any laws pertaining to the marshalling of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, moratorium, valuation, stay, extension or redemption now or hereafter in force, in order to prevent, delay, impede or hinder the rights of Mortgagee or of Trustee, the sheriff or other official or party responsible for conducting a sale or any purchaser of the Mortgaged Property or any part thereof under this Mortgage, and Mortgagor hereby waives the benefit of all such laws to the fullest extent not prohibited by applicable law.

Section 4.09 Remedies Cumulative. All rights, powers and remedies herein conferred are cumulative, and not exclusive, of (a) any and all other rights and remedies herein conferred, (b) any and all rights, powers and remedies existing at law or in equity, and (c) any and all other rights, powers and remedies provided for in any other documents or instruments evidencing, securing or relating to the Indebtedness, and Mortgagee shall, in addition to the rights, powers and remedies herein conferred, be entitled to avail itself of all such other rights, powers and remedies as may now or hereafter exist at law or in equity for the collection of and enforcement of the Indebtedness and the enforcement of the warranties, representations, covenants, indemnities and other agreements contained in this Mortgage and the other documents and instruments evidencing, securing or relating to the Indebtedness and the foreclosure or other realization of the liens and security interests created by this Mortgage. Each and every such right, power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee, Trustee or any official or party in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 4.10 Costs and Expenses. All fees, costs and expenses (including without limitation, attorneys' fees and legal expenses, court costs, inspection fees, appraisers fees, outlays for documentary and expert evidence, stenographer charges, publication, notice and advertising costs, proceeds, photocopies, telephone charges and costs of procuring all abstracts of title, title searches and examinations, title opinions, title insurance policies and similar title data and assurances as Mortgagee may deem appropriate either to prosecute such suit or to evidence to bidders at sales that may be had pursuant to such proceeding the condition of the title to or the value of the Mortgaged Property, Trustee's fees and expenses, sheriff's fees and expenses, receivers fees and expenses, costs and expenses of defending, protecting and maintaining the Mortgaged Property and Mortgagee's interest therein, including repair and maintenance costs and expenses and costs and expenses of protecting and securing the Mortgaged Property, including insurance costs, costs and expenses of audits, including financial, production, environmental and other audits and all other fees, costs and expenses provided for or authorized by applicable law), incurred by or on behalf of Mortgagee or Trustee in preparing, reviewing, negotiating, executing, delivering or recording this Mortgage or the Loan Documents, or in defending, protecting and

enforcing their rights hereunder or thereunder, shall be demand obligations owing by Mortgagor to Mortgagee, and shall bear interest at the Past Due Rate until paid, and shall constitute a part of the Indebtedness and be indebtedness secured and evidenced by this Mortgage.

Section 4.11 Order of Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof made pursuant to this Article IV shall be applied as required by applicable law or, in the absence of any such requirement, as follows:

A. First, to the payment of all fees, costs and expenses of the Trustee, Mortgagee, the sheriff or other official or party conducting such sale, including without limitation, the fees, costs and expenses of Trustee, Mortgagee, the sheriff or such other official or party described in Section 4.10 hereof;

B. Second, to the payment of all fees, costs and expenses of Mortgagee incident to the enforcement of this Mortgage and the liens and security interests created hereby, including without limitation, the fees, costs and expenses of Mortgagee described in Section 4.10 hereof;

C. Third, to the payment or prepayment of the Indebtedness other than the Indebtedness evidenced by the Note;

D. Fourth, to the payment of interest remaining unpaid on the Note;

E. Fifth, to the payment or prepayment of principal remaining unpaid on the Note; and

F. Sixth, the remainder, if any, shall be paid to Mortgagor or such other person or persons as may be legally entitled thereto.

Section 4.12 Limitation on Rights and Waivers. All rights, powers and remedies herein conferred shall be exercisable by Trustee and Mortgagee only to the extent not prohibited by applicable law; and all waivers and relinquishments of rights and similar matters shall only be effective to the extent such waivers or relinquishments are not prohibited by applicable law.

Section 4.13 Substitute Trustees and Agents. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute. If Trustee or his successor or substitute shall have given notice of sale hereunder, any successor or substitute trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute trustee conducting the sale.

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Section 4.14 No Release of Obligations. Neither Mortgagor, any guarantor nor any other person hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of (a) the failure of Trustee to comply with any request of Mortgagor, or any guarantor or any other person so obligated to foreclose the lien of this Mortgage or to enforce any provision hereunder or under the Loan Agreement; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor, any guarantor or such other person, and in such event Mortgagor, guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all obligations hereunder or under the Loan Agreement.

Section 4.15 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior lien and security interest in and to the Mortgaged Property, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment of the Indebtedness. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee or Trustee in such order and manner as Mortgagee may elect.

Section 4.16 Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and Trustee or the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or Mortgagor shall transfer any Mortgaged Property "in lieu of" foreclosure), the Mortgagee or the Trustee shall have the right to request that any operator of any Mortgaged Property which is either Mortgagor or any Affiliate of Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by Mortgagor of any such request, Mortgagor shall resign (or cause such other party to resign) as operator of such Mortgaged Property.

Section 4.17 INDEMNITY. IN CONNECTION WITH ANY ACTION TAKEN BY THE TRUSTEE AND/OR MORTGAGEE PURSUANT TO THIS MORTGAGE, THE TRUSTEE AND/OR MORTGAGEE AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, ACCOUNTANTS AND EXPERTS ("INDEMNIFIED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM AN ASSERTION THAT MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT AND BAD FAITH OF AN INDEMNIFIED PARTY, NOR SHALL

THE TRUSTEE AND/OR MORTGAGEE BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF MORTGAGOR. MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER; SHOULD THE TRUSTEE AND/OR MORTGAGEE MAKE ANY EXPENDITURE ON ACCOUNT OF ANY SUCH LIABILITY, LOSS OR DAMAGE, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, SHALL BE A DEMAND OBLIGATION (WHICH OBLIGATION MORTGAGOR HEREBY EXPRESSLY PROMISES TO PAY) OWING BY MORTGAGOR TO THE TRUSTEE AND/OR MORTGAGEE AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT THE PAST DUE RATE, SHALL BE A PART OF THE INDEBTEDNESS AND SHALL BE SECURED BY THIS MORTGAGE AND ANY OTHER SECURITY INSTRUMENT. MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF THE TRUSTEE AND/OR MORTGAGEE WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER THIS MORTGAGE. THE LIABILITIES OF THE MORTGAGOR AS SET FORTH IN THIS SECTION 4.17 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

ARTICLE V

The Trustee

Section 5.01 Duties, Rights, and Powers of Trustee. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Property, or any part thereof, or against Mortgagor, or to see to the performance or observance by Mortgagor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Mortgagee. The Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

Section 5.02 Successor Trustee. The Trustee may resign by written notice addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Mortgagee. In case of the death, resignation or removal of the Trustee, a successor trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, or, in the absence of any such requirement, without other formality than appointment and designation in writing. Written notice of such appointment and designation shall be given by Mortgagee to Mortgagor, but

the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited, and, upon the making of any such appointment and designation, this Mortgage shall vest in the successor trustee all the estate and title in and to all of the Mortgaged Property, and the successor trustee shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate a successor trustee hereunder but such right may be exercised repeatedly as long as any Indebtedness remains unpaid hereunder. To facilitate the administration of the duties hereunder, Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as Mortgagee may designate.

Section 5.03 Retention of Moneys. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder.

ARTICLE VI

Miscellaneous

Section 6.01 Instrument Construed as Mortgage, Etc. The general language of conveyance hereof to the Trustee is intended and the same shall be construed as words of mortgage unto and in favor of Mortgagee and the rights and authority granted to the Trustee herein may be enforced and asserted by Mortgagee and the same may be foreclosed at the option of Mortgagee as to any or all such portions of the Mortgaged Property in any manner permitted, including power of sale. To the extent, if any, required to cause this Mortgage to be effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Mortgaged Property to Mortgagee, and hereby grants Mortgagee the power of sale. This Mortgage may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth. A carbon, photographic or other reproduction of this Mortgage or any financing statement executed in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 6.02 Release of Mortgage. If all Indebtedness secured hereby shall be paid and the Loan Agreement terminated, Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

Section 6.03 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Trustee and Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 6.04 Successors and Assigns of Parties. The term "Mortgagee" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Trustee, Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

Section 6.05 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Loan Agreement are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by Mortgagee, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 6.06 Subrogation of Trustee. This Mortgage is made with full substitution and subrogation of the Trustee and his successors in this trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

Section 6.07 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 6.08 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by registered or certified United States mail, postage prepaid, or by personal service (including express or courier service) at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery at the address and in the manner provided herein, upon receipt; provided that, service of notice as required by the laws of any state in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice.

Section 6.09 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in more than one county, only those portions of the description of the Mortgaged Property attached hereto as Exhibit A located in the county in which a particular counterpart is recorded shall be attached hereto. A complete Exhibit A will be attached to that certain counterpart to be attached to a Financing Statement and filed with the Secretary of State of Wyoming in the Uniform Commercial Code Records. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

Section 6.10 Limited Recourse. Notwithstanding anything to the contrary contained in this Mortgage, Mortgagee's recourse against Mortgagor (and Mortgagor's liability) hereunder is limited to the extent provided in Section 8.24 of the Loan Agreement.

Section 6.11 EXCULPATION PROVISIONS. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

WITNESS THE EXECUTION HEREOF, in Cheyenne, Wyoming this 6th day of June, 1994, to be effective as of the 6th day of June, 1994 (the "Effective Date").

ATTEST:

By: David M. Jones
Name: David M. Jones
Title: Assistant Secretary

[CORPORATE SEAL]

MORTGAGOR:

BANNON ENERGY INCORPORATED

By: R. A. Chabaud
Name: Russell A. Chabaud
Title: President

The name and address of the Debtor/Mortgagor is:

Bannon Energy Incorporated
3934 FM 1960 West, Suite 240
Houston, Texas 77068

The name and address of the Secured Party/Mortgagee is:

Joint Energy Development Investments
Limited Partnership
1400 Smith Street
Houston, Texas 77002

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Russell A. Chabaud, President of Bannon Energy Incorporated, a Texas corporation, this 6th day of June, 1994.

Witness my hand and official seal.

(NOTARIAL SEAL)

NADINE KORHONEN NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR 26, 1997

Nadine Korhonen
Notary Public
Name: NADINE KORHONEN
Address: 740 EVERGLADE DR.
CHEYENNE, WY. 82001

My commission expires: 4/26/97

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RHM 06/05/94 11:43pm

EXHIBIT A TO
MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGED PROPERTY

All interests of Mortgagor[1] now owned or hereafter acquired in and to the below described leases insofar as same are or will be derived from Mortgagor's rights under the agreements described as Farmout Agreements in Exhibit B:

A. The leases listed below under the Genoa Ranch, Mandalay Ranch, Yellow Point and Storm Shelter Prospects are subject to the Farmout Agreement described as item a) under Farmout Agreements in Exhibit B and Presidio Exploration Inc. is an owner of record of an interest in such leases:

PROSPECT NAME: Genoa Ranch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 4: All
Section 5: All
Section 6: E/2
Section 7: E/2
Section 8: All
Section 17: All
Section 18: E/2
Section 19: All
Section 20: All
Lincoln and Sweetwater Counties, Wyoming

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.: 5103245
Lessor: USA W-108099
Lessee: T. A. Kritikos
Effective Date: March 1, 1988
Expiration Date: March 1, 1993
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 8: All

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[1] May vary in amount and as to depth. Also subject to effects of unitization and creation, contraction and enlargement of participating areas, where applicable. Permitted Encumbrances include the matters set out in this Exhibit A and in Exhibit B.

PEI Lease No.: 5102572
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1

* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 17: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 5102574
Lessor: Champlin Petroleum Company
Lessee: Amoco Production Company
Effective Date: October 24, 1975
Expiration Date: HBP
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 17: W/2, SE/4

PEI Lease No.: 6502010
Lessor: USA W-99650
Lessee: General Atlantic Energy Corp.
Effective Date: May 1, 1986
Expiration Date: March 29, 1994
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 20: E/2

PEI Lease No.: To be issued
Lessor: USA W-130733
Lessee: High Plains Energy Associates
Effective Date: To be issued
Expiration Date: To be issued
Legal Description: Township 21 North, Range 111 West
Section 4: Lots 5-8, S/2N/2, S/2
Section 6: SE/4SE/4

* Leasehold interest subjects to October 3, 1988, Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, T21N-R111W.

PROSPECT NAME: Mandalay Ranch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 3: All
Section 9: All
Section 10: All
Section 15: All
Section 16: All
Section 21: All
Section 22: All
Sweetwater County, Wyoming

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.:	5102569
Lessor:	USA W-75895
Lessee:	Haresh R. Shah
Effective Date:	August 1, 1982
Expiration Date:	March 29, 1994
* Pooled Working Interest	
Legal Description:	Township 21 North, Range 111 West Section 10: NE/4

PEI Lease No.:	6502151
Lessor:	USA W-106387
Lessee:	General Atlantic Energy Corp.
Effective Date:	December 1, 1987
Expiration Date:	March 29, 1994
* Pooled Working Interest	
Legal Description:	Township 21 North, Range 111 West Section 22: NE/4, S/2

PEI Lease No.:	5102568
Lessor:	Union Pacific Land Resources
Lessee:	Union Pacific Resources Co.
Effective Date:	October 3, 1988
Expiration Date:	For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1
* Pooled Working Interest	
Legal Description:	Township 21 North, Range 111 West Section 9: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 5102570
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1

* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 15: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 5102573
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from St. WY AH #1

* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 21: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 6502156
Lessor: USA W-100299
Lessee: Blanche Welch Doeringsfeld
Effective Date: August 1, 1986
Expiration Date: August 1, 1996
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 10: W/2, SE/4

PEI Lease No.: 5102574
Lessor: Champlin Petroleum Company
Lessee: Amoco Production Company
Effective Date: October 24, 1975
Expiration Date: HBP
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 9: W/2, SE/4
Section 15: W/2, SE/4
Section 21: W/2, SE/4

PEI Lease No.: 6502010
Lessor: USA W-99650
Lessee: General Atlantic Energy Corp.
Effective Date: May 1, 1986
Expiration Date: March 29, 1994

* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 22: NW/4

PEI Lease No.: 5102571
Lessor: St. WY 85-00480
Lessee: Double Eagle Petroleum & Mining
Effective Date: August 2, 1985
Expiration Date: HBP
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 16: All
excluding all rights to the St. WY AH #1

* Leasehold interest subject to October 3, 1988, Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, T21N-R111W.

PROSPECT NAME: Yellow Point

PROSPECT AREA:

Township 20 North, Range 111 West, 6th P.M.
Section 4: N/2
Section 5: N/2
Section 6: N/2
Township 21 North, Range 111 West, 6th P.M.
Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 27: All
Section 34: All
Section 35: All
Section 36: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.:	6502011
Lessor:	USA W-99651
Lessee:	General Atlantic Energy Corp.
Effective Date:	May 1, 1986
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 26: All
PEI Lease No.:	6502012
Lessor:	USA W-99652
Lessee:	General Atlantic Energy Corp.
Effective Date:	May 1, 1986
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 34: SW/4
PEI Lease No.:	6502152
Lessor:	USA W-106389
Lessee:	General Atlantic Energy Corp.
Effective Date:	December 1, 1987
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 34: N/2, SE/4

PEI Lease No.: 5102683
Lessor: USA W-101267
Lessee: Mathew Wolf
Effective Date: September 1, 1986
Expiration Date: August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED

Legal Description: Township 21 North, Range 111 West
Section 24: All

PROSPECT NAME: Storm Shelter

PROSPECT AREA: Township 23 North, Range 111 West, 6th P.M.
Section 17: All
Section 20: All
Section 29: All
Section 32: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.: 6701846
Lessor: USA W-0323106
Lessee: Edward Boland
Effective Date: April 1, 1966
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: SW/4SW/4

PEI Lease No.: 6701856
Lessor: USA W-40137
Lessee: Alice A. Sheverbush
Effective Date: July 1, 1973
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: N/2SW/4, SE/4SW/4, SW/4SE/4
From the surface to 50 feet below the stratigraphic equivalent of 11,708 feet

PEI Lease No.: 6701843
Lessor: USA W-0318337
Lessee: Virginia G. Stouffer
Effective Date: September 1, 1965
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: Lots 10 (39.42), 11 (25.42), 12 (22.79), 15 (24.27), 16 (49.67)

PEI Lease No.:	6701863
Lessor:	William J. and Mary A. Thoman
Lessee:	Davis Oil Company
Effective Date:	August 20, 1975
Expiration Date:	HBP
Legal Description:	Township 23 North, Range 111 West Section 17: Lots 13 (47.35), 14 (41.21), 17 (35.49), 18 (52.35) and those lands of Lots 13, 14, 17 and 18 riparian to the thread of the Green River

The above leases, or portions thereof, are or may be committed to the contracted Storm Shelter Unit and the Havens Unit.

The leasehold in Section 17 is also governed by a Communitization Agreement covering Section 17, BLM CA #NCR 477.

The leasehold in Section 32 is also governed by a Communitization Agreement - BLM CA #NCR 416, covering all of Section 32.

B. The leases listed below under the Legacy, Lodgepole and Mesa Prospects are subject to the Farmout Agreement described as item b) under Farmout Agreements in Exhibit B and Presidio Exploration, Inc. is an owner of record of an interest in said leases:

PROSPECT NAME: Legacy

PROSPECT AREA: Township 22 North, Range 111 West, 6th P.M.
Section 2: All
Section 3: All
Section 10: All
Section 11: All
Section 14: All
Section 15: All
Section 22: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.: 5101527
Lessor: USA W-104211
Lessee: Maureen Smithwick Schultz
Effective Date: May 1, 1987
Expiration Date: HBP (Shute Creek #40-10)
Legal Description: Township 22 North, Range 111 West
Section 2: Lots 5 (40.00), 6 (40.03), 7 (40.07), S/2N/2, E/2SW/4, SE/4
Section 10: S/2NE/4, W/2, SE/4
Section 11: N/2N/2
Section 12: NW/4NW/4

PEI Lease No.: 6502123
Lessor: USA W-100301
Lessee: John E. Sherry
Effective Date: August 1, 1986
Expiration Date: August 1, 1996
Legal Description: Township 22 North, Range 111 West
Section 2: Lot 8

PEI Lease No.: 5102488
Lessor: USA W-108100
Lessee: Jane P. Wold
Effective Date: March 1, 1988
Expiration Date: March 1, 1998
Legal Description: Township 22 North, Range 111 West
Section 22: All, from the surface to 100 feet below the stratigraphic equivalent of total depth in the Shute Creek Federal #1-22

PEI Lease No.: 5102605
Lessor: USA W-111294
Lessee: Texaco, Inc.
Effective Date: June 1, 1988
Expiration Date: HBP (Shute Creek #40-10)
Legal Description: Township 22 North, Range 111 West
Section 2: S/2SW/4
Section 10: N/2NE/4

The lands in Section 10, T22N-R111W are subject to Communitization Agreement W-124243, covering all of Section 10.

PROSPECT NAME: Lodgepole

PROSPECT AREA:

Township 25 North, Range 109 West
Section 20: All
Section 21: All
Section 22: All
Section 27: All
Section 28: All
Section 29: All
Section 31: All
Section 32: All
Section 33: All
Section 34: All

Township 24 North, Range 109 West
Section 5: All
Section 6: All
Section 7: All

Township 24 North, Range 110 West
Section 1: All
Section 2: All
Section 10: All
Section 11: All
Section 12: All

PRESIDIO LEASEHOLD:

Lessor: USA W-5131
Lease Date: May 1, 1967
Description: Township 24 North, Range 110 West
Section 12: SE/4SE/4
Description: Township 24 North, Range 109 West
Section 6: SE/4SE/4

Lessor: USA W-33085
Lease Date: February 1, 1972
Description: Township 24 North, Range 110 West
Section 2: SE/4
Section 12: N/2

Lessor: USA W-47392
Lease Date: October 1, 1974
Description: Township 24 North, Range 110 West
Section 10: All

Lessor: USA W-0325685
Lease Date: July 1, 1966
Description: Township 24 North, Range 110 West

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 11: All
Section 12: SW/4, N/2SE/4, SW/4SE/4

Lessor: USA W-38877
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 28: N/2, SW/4
Section 29: All

Lessor: USA W-38878
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 20: All

Lessor: USA W-38879
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 31: Lot 1, E/2, E/2NW/4
Section 32: All

Description: Township 25 North, Range 109 West
Section 31: Lot 2

Lessor: USA W-39712
Lease Date: June 1, 1973
Description: Township 24 North, Range 109 West
Section 7: Lots 1, 2, 5, 6, 7, 8, 11, 12, E/2

Lessor: USA W-43847
Lease Date: March 1, 1974
Description: Township 25 North, Range 109 West
Section 27: All
Section 34: N/2N/2

Lessor: USA W-43849
Lease Date: March 1, 1974
Description: Township 25 North, Range 109 West
Section 22: All

Lessor: USA W-49629
Lease Date: April 1, 1975
Description: Township 25 North, Range 109 West
Section 28: SE/4
Section 33: E/2

Lessor: USA W-53403
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 33: W/2

Lessor: USA W-0325682
Lease Date: July 1, 1966
Description: Township 24 North, Range 109 West
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, S/2NE/4, N/2SE/4, SW/4SE/4

Lessor: USA W-40135
Lease Date: July 1, 1973
Description: Township 24 North, Range 110 West
Section 2: Lot 1, S/2NE/4

Description: Township 24 North, Range 110 West
Section 2: Lots 2, 3, 4, S/2NW/4

Lessor: USA W-84454
Lease Date: September 1, 1984
Description: Township 24 North, Range 109 West
Section 7: Lots 3, 4, 9, 10

PROSPECT NAME: Mesa

PROSPECT AREA: Township 24 North, Range 110 West
Section 19: All
Section 20: All

PRESIDIO LEASEHOLD:

Lessor: USA W-113633
Lease Date: December 1, 1988
Description: Township 24 North, Range 110 West
Section 19: E/2E/2

Lessor: USA W-3331
Lease Date: January 1, 1967
Description: Township 24 North, Range 110 West
Section 20: All

C. The leases listed below under the Buckhorn Canyon, Fontenelle Dam, Four Mile Gulch, Horseshoe Bend and Roberson Creek Prospects are subject to the Farmout Agreement described as item d) under Farmout Agreements in Exhibit B and Donald B. Anderson, Ltd. is an owner of record of an interest in said leases:

PROSPECT NAME: Buckhorn Canyon

PROSPECT AREA: Township 25 North, Range 111 West, 6th P.M.
Sections 2, 5, 9

Township 26 North, Range 111 West, 6th P.M.
Sections 19, 28, 32, 33, 35

Township 26 North, Range 112 West, 6th P.M.
Section 21

Township 27 North, Range 111 West, 6th P.M.
Sections 4, 12

Township 28 North, Range 111 West, 6th P.M.
Sections 28, 33

ANDERSON LEASEHOLD:

Lessor:	WYW-129142-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9064-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Lincoln
Description:	Township 25 North, Range 111 West, 6th P.M. Section 5: SW/4SE/4
Acreage:	40.00 acres, more or less.

Lessor:	W-125504-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6000-00
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Sweetwater
Description:	Township 25 North, Range 111 West, 6th P.M. Section 9: W/2, SE/4
Acreage:	480.00 acres, more or less.

Lessor:	WYW-129613-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9073-00
Lease Date:	07/01/93
Expiration:	06/30/03
State:	WY
County:	Sweetwater
Description:	Township 25 North, Range 111 West, 6th P.M. Section 2: Lot 2, SW/4NE/4 Section 9: NE/4
Acreage:	240.25 acres, more or less.

Lessor:	WYW-128709-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9057-00
Lease Date:	03/01/93
Expiration:	02/28/03
State:	WY
County:	Lincoln
Description:	Township 25 North, Range 111 West, 6th P.M. Section 5: Lots 1, 2, S/2NE/4 (AKA NE/4)
Acreage:	159.85 acres, more or less.

Lessor:	WYW-129143-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9065-00
Lease Date:	06/01/93
Expiration:	05/31/93
State:	WY
County:	Lincoln
Description:	Township 26 North, Range 111 West, 6th P.M. Section 19: E/2E/2 Section 32: W/2NE/4, N/2SE/4, SE/4SE/4
Acreage:	360.00 acres, more or less.

Lessor:	WYW-131918-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9088-00
Lease Date:	04/01/94
Expiration:	03/31/04
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 111 West, 6th P.M. Section 28: W/2NE/4, SE/4NE/4 Section 33: SW/4SW/4
Acreage:	160.00 acres, more or less.

Lessor:	WYW-123365-USA/BLM
Lessee:	Dalport Oil Corporation
Lease Number:	00075-U-9069-00
Lease Date:	03/01/91
Expiration:	02/28/96
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 111 West, 6th P.M. Section 35: E/2SE/4
Acreage:	80.00 acres, more or less.

Lessor:	WYW-126682-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-8200-00
Lease Date:	05/01/92
Expiration:	04/30/97
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 112 West, 6th P.M. Section 21: Lots 1, 4, 5, 8, E/2, M&B bed of Green River, M&B Riparian to Lots 1, 4, 5, 8
Acreage:	365.10 acres, more or less.

Lessor:	WYW-125958-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6800-00
Lease Date:	01/01/92
Expiration:	12/31/96
State:	WY
County:	Sublette
Description:	Township 27 North, Range 111 West, 6th P.M. Section 4: S/2 Section 12: SW/4SW/4
Acreage:	360.00 acres, more or less.

Lessor:	W-125505-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6100-00
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Sublette
Description:	Township 28 North, Range 111 West, 6th P.M. Section 28: SW/4 Section 33: NW/4, N/2SW/4, SE/4SW/4
Acreage:	440.00 acres, more or les.

PROSPECT NAME: Fontenelle Dam

PROSPECT AREA: Township 24 North, Range 112 West, 6th P.M.
Section 36: All

ANDERSON LEASEHOLD:

Lessor:	93-00137 State of Wyoming
Lessee:	LCM, Ltd.
Lease Number:	00112-S-0100-00
Lease Date:	04/02/93
Expiration:	04/02/98
State:	WY
County:	Lincoln
Description:	Township 24 North, Range 112 West, 6th P.M. Section 36: All
Acreage:	640.00 acres, more or less.

PROSPECT NAME: Four Mile Gulch

PROSPECT AREA: Township 24 North, Range 110 West, 6th P.M.
Section 32: All

ANDERSON LEASEHOLD:

Lessor:	WYW-129133-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9061-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater
Description:	Township 24 North, Range 110 West, 6th P.M. Section 32: N/2
Acreage:	320.00 acres, more or less.

PROSPECT NAME: Horseshoe Bend

PROSPECT AREA: Township 22 North, Range 110 West, 6th P.M.
Sections 5, 6, 14

Township 23 North, Range 110 West, 6th P.M.
Sections 14, 28, 31, 32, 33

ANDERSON LEASEHOLD:

Lessor:	WYW-117256-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-3900-00
Lease Date:	09/01/89
Expiration:	09/01/94
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 110 West, 6th P.M. Section 14: N/2, NE/4SW/4, SE/4
Acreage:	520.00 acres, more or less.

Lessor:	WYW-127343-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-8945-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 110 West, 6th P.M. Section 5: SW/4NW/4 Section 6: E/2SW/4
Acreage:	120.00 acres, more or less.

Lessor:	WYW-129611-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9072-00
Lease Date:	07/01/93
Expiration:	06/30/03
State:	WY
County:	Sweetwater
Description:	Township 23 North, Range 110 West, 6th P.M. Section 14: SE/4SE/4 Section 28: NE/4, N/2NW/4, SE/4NW/4, SW/4 Section 31: Lot 14, SE/4SW/4, SW/4SE/4, W/2 of Lot 15 Section 32: That portion of Lot 13 lying outside the Seedskadee National Wildlife Refuge as further described by metes and bounds in the lease WYW-129611.

Section 33: SW/4SW/4, NW/4NE/4SE/4SW/4,
SW/4NE/4SE/4SW/4,
SE/4NE/4SE/4SW/4, NW/4SE/4SW/4,
S/2SE/4SW/4, S/2SW/4SE/4

Acreage: 747.13 acres, more or less.

PROSPECT NAME: Roberson Creek

PROSPECT AREA: Township 20 North, Range 113 West, 6th P.M.
Sections 4, 8, 22

Township 20 North, Range 114 West, 6th P.M.
Section 36

ANDERSON LEASEHOLD:

Lessor:	WYW-127346-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0300-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 22: All
Acreage:	640.00 acres, more or less.

Lessor:	W-106180-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00116-U-0100-00
Lease Date:	11/01/87
Expiration:	11/01/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 8: E/2
Acreage:	320.00 acres, more or less.

Lessor:	WYW-117260-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00116-U-0200-00
Lease Date:	09/01/89
Expiration:	09/01/94
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 4: Lots 1-4
Acreage:	181.26 acres, more or less.

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Lessor:	92-00416 State of Wyoming
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-S-1900-00
Lease Date:	12/02/92
Expiration:	12/02/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 114 West, 6th P.M. Section 36: All
Acreage:	640.00 acres, more or less.

D. **The leases listed below under Wilson Ranch, Yellow Point, Seven Mile Gulch, River and Emigrant Springs Prospects are subject to the Farmout Agreement described as item c) under Farmout Agreements in Exhibit B and Donald B. Anderson, Ltd. is an owner of record of an interest in said leases:**

PROSPECT NAME: Wilson Ranch

PROSPECT AREA: Township 20 North, Range 112 West, 6th P.M.
Section 6

Township 20 North, Range 113 West, 6th P.M.
Sections 14, 24, 26, 34

ANDERSON LEASEHOLD:

Lessor:	W-125506-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00109-U-0100-02
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 112 West, 6th P.M. Section 6: Lots 1 (9.44), 2 (9.32), 3 (9.20), 4 (11.93), 5 (52.77), 6 (52.31), 7 (51.84)
Acreage:	196.81 acres, more or less.

Lessor:	WYW-127348-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0500-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 34: All
Acreage:	640.00 acres, more or less.

Lessor:	W-106180-USA/BLM
Lessee:	Donald B. Anderson
Lease Number:	00116-U-0100-00
Lease Date:	11/01/87
Expiration:	11/01/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 14: N/2, W/2SW/4, SE/4
Acreage:	560.00 acres, more or less.

Lessor:	WYW-127347-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0400-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 24: All
Acreage:	640.00 acres, more or less.

Lessor:	WYW-127346-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0300-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 26: W/2
Acreage:	320.00 acres, more or less.

PROSPECT NAME: Yellow Point

PROSPECT AREA: Township 20 North, Range 111 West, 6th P.M.
Section 6

ANDERSON LEASEHOLD:

Lessor:	WYW-130246-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9076-00
Lease Date:	09/01/93
Expiration:	08/31/03
State:	WY
County:	Sweetwater
Description:	Township 20 North, Range 111 West, 6th P.M. Section 6: Lots 8-14, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 (a/d/a All)
Acreage:	451.51 acres, more or less.

PROSPECT NAME: Seven Mile Gulch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 18

ANDERSON LEASEHOLD:

Lessor:	W-55624-USA/BLM
Lessee:	Joseph C. Anderson
Lease Number:	00101-U-0100-01
Lease Date:	11/01/76
Expiration:	HBP
State:	WY
County:	Lincoln and Sweetwater
Description:	Township 21 North, Range 111 West, 6th P.M. Section 18: Lots 5, 6, 7, 8, E/2, E/2W/2
Acreage:	649.28 acres, more or less.

[redacted] [redacted] [redacted]

PROSPECT NAME: River

PROSPECT AREA: Township 23 North, Range 111 West, 6th P.M.
Sections 5, 6, 7, 8, 18

Township 24 North, Range 111 West, 6th P.M.
Section 31

Township 23 North, Range 112 West, 6th P.M.
Sections 1, 12

ANDERSON LEASEHOLD:

Lessor:	WYW-128179-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0300-00
Lease Date:	01/01/93
Expiration:	12/31/02
State:	WY
County:	Lincoln and Sweetwater
Description:	Township 23 North, Range 111 West, 6th P.M. Section 18: Lots 8-17, SE/4SW/4, NE/4SE/4, M&B Bed of Green River (as further described in the Lease), M&B riparian to Lots 8-10, 13-15
Acreage:	492.06 acres, more or less.

Lessor:	WYW-129140-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0400-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater and Lincoln
Description:	Township 23 North, Range 111 West, 6th P.M. Section 5: Tract 38A Section 6: Lots 14, 15, 20-22, 27, Tract 38A, 38B Section 7: Lots 16-24, Tracts 38A, 38B, 38C, 38D Section 8: Tract 38A, 38D
Acreage:	596.00 acres, more or less.

Lessor:	Shaver, Stella C. and Gaius R. Shaver
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AA-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln

Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Chrisman, John N. and Nadine Chrisman
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AB-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Sears, Frank E., a widower and Frank Sears, a single man
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AC
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Johnson, Pamela C. and Lou W. Johnson
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AD-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M.

Acreage:	Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M. 230.00 acres, more or less.
Lessor:	Chrisman, Penny D.
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AE-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Estate of Harriet E. Chrisman and Charles G. Chrisman, a single man
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AF-01
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Taliaferro, William R.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AA-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 and 24 North, Range 111 West, 6th P.M. Section 31 and 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37

Acreage:	Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River. 318.62 acres, more or less.
Lessor:	Taliaferro, Susan
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AB-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.
Lessor:	Taliaferro, Thomas S. and Linda
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AC-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Lewis, Helen Marie
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AD-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Lupcho, Estate of Linda L.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AE-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Vaughn, Merle D. & Betty R.
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-F-0200-00
Lease Date:	05/22/90
Expiration:	05/22/98
State:	WY
County:	Lincoln

Description:

Township 23 North, Range 111 West, 6th P.M.
Section 6: Lots 17, 19, 28, 29, 30 and the riparian rights along the Green River
Township 23 North, Range 112 West, 6th P.M.
Section 1: Lots 5, 17, 18
The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.

Acreage:

199.89 acres, more or less.

PROSPECT NAME: Emigrant Springs

PROSPECT AREA: Township 23 North, Range 112 West, 6th P.M.
Sections 2, 3, 4, 7, 8, 9, 10, 11, 17

ANDERSON LEASEHOLD:

Lessor:	WYW-127751-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0100-00
Lease Date:	11/01/92
Expiration:	10/31/97
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 9: SE/4 Section 10: SW/4, W/2SE/4
Acreage:	400.00 acres, more or less.

Lessor:	WYW-129146-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0200-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 2: Lots 9-16, SW/4 Section 3: Lots 9-16, S/2 Section 4 Lots 9, 11-14, S/2 Section 9: NW/4, NE/4SW/4 Section 10: E/2SE/4 Section 11: NW/4
Acreage:	2080.00 acres, more or less.

Lessor:	Taliaferro, William R.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AA-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

Lessor:	Taliaferro, Susan
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AB-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

Lessor:	Taliaferro, Thomas S. and Linda
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AC-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

Lessor:	Lewis, Helen Marie
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AD-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

Lessor:	Lupcho, Estate of Linda L.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AE-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

E. The lease listed below is subject to the Farmout Agreement described as item e) under Farmout Agreements in Exhibit B and Donald B. Anderson, Ltd. is an owner of record of an interest in said leases:

PROSPECT NAME:	South Legacy
PROSPECT AREA:	Township 22 North, Range 111 West, 6th P.M. Section 24
ANDERSON LEASEHOLD:	
Lessor:	WYW-129139-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9062-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 111 West, 6th P.M. Section 24: All
Acreage:	640.00 acres, more or less.

F. The leases listed below are subject, as applicable, to the Farmout Agreements described as items f), g), h), i) and j) under Farmout Agreements in Exhibit B:

Lessor:	Champlin Petroleum Company
Lessee:	Amoco Production Company (the owner of record)
Lease Date:	04/30/76
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 111 West Section 29: S/2, NW/4

Lease Number:	W-125503
Description:	Township 22 North, Range 111 West Section 32: E/2, SW/4, E/2NW/4, SW/4NW/4 Presidio Exploration, Inc. is the owner of record

Lease Number:	W-_____
Description:	Township 22 North, Range 111 West Section 32: NW/4NW/4 General Atlantic Resources, Inc. is the owner of record

Permitted Encumbrances:

The agreements described in Exhibit B to this instrument and the below matters are Permitted Encumbrances to the extent same are valid and existing and affect the interest of Mortgagor:

1. Production Marketing Agreements:

   a) Gas Purchase Contract dated May 11, 1992, by and between Amoco Energy Trading Corporation and Bannon Energy Incorporated and Belco Oil & Gas Corp.

   b) Gathering Service Agreement dated July 1, 1992, by and between Presidio Exploration, Inc. and Mountain Gas Resources, Inc.

   c) Assignment of Processing Rights dated July 1, 1992, by and between Presidio Exploration, Inc. and Mountain Gas Resources, Inc.

   d) Gas Purchase Agreement dated February 1, 1994, by and between Western Gas Resources, Inc. and Bannon Energy Incorporated.

   e) Gas Gathering Agreement dated April 15, 1993, by and between Donald B. Anderson, Ltd. d/b/a Anderson Oil Company and Questar Pipeline Company.

2. Other Contracts and Agreements:

a) Unit Agreement (Whiskey Buttes Unit), as amended, dated approved December 12, 1973, by and between Amoco Production Company, as operator, and numerous companies and individuals, as non-operators.

b) Unit Operating Agreement (Whiskey Buttes Unit) dated approved December 12, 1973, by and between Amoco Production Company, as operator, and numerous companies and individuals, as non-operators.

c) Letter Agreement dated October 8, 1993, by and between Anadarko Petroleum Corporation and Presidio Exploration, Inc.

d) Letter Agreement dated May 26, 1994, by and between GCIL III Limited Partnership and Presidio Exploration, Inc.

e) Letter Agreement dated February 18, 1994, by and between North American Resources Company and Presidio Exploration, Inc.

f) Farmout-Farmout Option and Operating Agreement, as amended, dated March 14, 1994, by and between Axem Energy Co. and Presidio Exploration, Inc.

g) Letter Agreement dated January 6, 1994, by and between Medallion Petroleum, Inc. and Presidio Exploration, Inc.

h) Letter Agreement dated December 16, 1993, by and between FMC Corporation and Presidio Exploration, Inc.

i) Letter Agreement dated February 18, 1993, by and between FMC Corporation and Presidio Exploration, Inc.

j) Well Option Agreement dated April 20, 1993, as amended, by and between Marathon Oil Company and Presidio Exploration, Inc.

k) Operating Agreement dated November 1, 1993, by and between Presidio Exploration, Inc. and Yates Petroleum Corporation, Yates Drilling Company, ABO Petroleum Corporation and Myco Industries, Inc.

l) 1982 Mid Year Drilling Program Participation Agreement dated November 1, 1982, by and between Energetics, Inc. and General Hydrocarbons 1982 Oil & Gas Program.

m) Operating Agreement dated June 27, 1983, but effective December 1, 1979, by and between HPC, Inc. and Amoco Production Company, Energy Reserves Group, Estate of William G. Helis, a Partnership, FMC Corporation, Marathon Oil Company, Panhandle Western Gas Company, Southland Royalty Company and Texas Gas Exploration Corp. There is an attached "Gas Balancing Agreement."

n) Unit Agreement (Lodgepole Unit), BLM approval pending, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

o) Unit Operating Agreement (Lodgepole Unit), BLM approval pending, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

p) Letter Agreement dated March 2, 1994, by and between Axem Energy Co., a Colorado General Partnership, by Axem Resources Incorporated and Presidio Exploration, Inc.

q) Letter Agreement dated May 10, 1994, by and between GCIL III Limited Partnership and Presidio Exploration, Inc.

r) October 3, 1988 Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, Township 21 North, Range 111 West.

s) Unit Agreement and Unit Operating Agreement for the Storm Shelter Unit.

t) Unit Agreement dated May 11, 1993 for the Haven Unit, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

u) Unit Operating Agreement (Haven Unit) dated May 11, 1993, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

v) Well Option Agreement dated April 20, 1993, as amended January 5, 1994, by and between Marathon Oil Company and Presidio Exploration, Inc.

w) Communitization Agreement W-124243 covering all of Section 10, Township 22 North, Range 111 West.

x) Operating Agreement dated November 16, 1992, between Anderson Oil Company, as operator, and Belco Oil & Gas Corp. et al, as non-operators, as amended by letter dated May 2, 1994 between Anderson Oil Company and Bannon Energy Incorporated.

EXHIBIT B
TO
MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

Farmout Agreements

a) Participation Agreement dated September 1, 1993, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated (Genoa Ranch Prospect, etc., Lincoln and Sweetwater Counties, Wyoming), as amended including by letter agreement dated March 8, 1994 between Presidio Oil Company and Bannon Energy Incorporated.

b) Participation Agreement dated October 15, 1993, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated (Lodgepole Prospect, etc., Sweetwater County, Wyoming), as amended.

c) Farmout Agreement dated March 28, 1994, as amended, by and between Donald B. Anderson LTD., Donald B. Anderson, an individual, and Windward Limited Liability Company and Bannon Energy Incorporated (Wilson Ranch Prospect, etc., Sweetwater and Lincoln Counties, Wyoming).

d) Farmout Agreement dated March 28, 1994, by and between Donald B. Anderson LTD., Donald B. Anderson, an individual, and Windward Limited Liability Company and Bannon Energy Incorporated (Buckhorn Canyon Prospect, etc., Sweetwater and Lincoln Counties, Wyoming).

e) Farmout Agreement dated April 12, 1994, by and between Donald B. Anderson LTD. and Bannon Energy Incorporated (South Legacy Prospect, Sweetwater County, Wyoming).

f) Farmout Contract dated May 1, 1992, by and between Amoco Production Company and Belco Oil & Gas Corp. and Bannon Energy Incorporated (oil is being purchased by virtue of this agreement) but only insofar as same covers interests excluded from the Bannon/Belco AMI.

g) Participation Agreement dated March 15, 1994, by and between Bannon Energy Incorporated and General Atlantic Resources, Inc. There is an attached "Gas Balancing Agreement" (all of Section 29 and the NW 1/4 NW 1/4 of Section 32, Township 22 North, Range 111 West, Sweetwater County, Wyoming).

h) Farmout Option Letter Agreement dated March 23, 1994, by and between Donald B. Anderson LTD. and Bannon Energy Incorporated.

i) Farmout Option Letter Agreement dated March 17, 1994, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated and General Atlantic Resources,

Inc. (regarding Farmout Option Offer, Township 22 North, Range 111 West, Section 32; all but NE4 NE4, Sweetwater County, Wyoming, Rainbow Arch Prospect).

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RHM 06/10/94 3:47pm

FINANCING STATEMENT
(Local)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. The name and address of the Debtor is:

Bannon Energy Incorporated
3934 FM 1960 West, Suite 240
Houston, Texas 77068

2. The name and address of Secured Party is:

Joint Energy Development
Investments Limited Partnership
1400 Smith Street
Houston, Texas 77002

3. This Financing Statement covers the following Collateral:

All of Debtor's rights, titles and interests in and to the accounts, equipment, goods, fixtures, general intangibles, inventory and any and all other personal property of any kind or character described in and covered by the Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement from Debtor to the Trustee named therein and Secured Party, a copy of which instrument is attached hereto as Exhibit A and made a part hereof for all purposes, and the proceeds and products of such personal property.

4. This financing statement covers goods which are or are to become fixtures.

5. The above-described minerals or the like (including oil and gas) are to be extracted from the wellhead or minehead of the wells or mines located on the real property described in the instrument attached hereto as Exhibit "A" .

6. The above-described accounts include accounts resulting from the sale of minerals or the like (including oil and gas) to be extracted from the wellhead or minehead of the wells or mines located on the real property described in the instrument attached hereto as Exhibit A.

246950

RECORDED June 20, 1994 8:35 AM
IN BOOK 97 046 PAGE 162
FEES $ 146.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

[redacted] strument attached hereto as [redacted] it A is shown on Exhibit A [redacted] attached to such instrument.

7. This financing statement is to be recorded in the real estate records.

ATTEST:

By: David M. Jones
Name: David M. Jones
Title: Assistant Secretary

[CORPORATE SEAL]

DEBTOR:

BANNON ENERGY INCORPORATED

By: [signature]
Name: Russell A. Chabaud
Title: President

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Russell A. Chabaud, President of Bannon Energy Incorporated, a Texas corporation, this 6th day of June, 1994.

Witness my hand and official seal.

(NOTARIAL SEAL)

NADINE KORHONEN · NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 26, 1997

Nadine Korhonen
Notary Public
Name: NADINE KORHONEN
Address: 740 BUCKLAND DR.
CHEYENNE, WY 82001

My commission expires: 4/26/97

1034:4534
f:\rm1034\bannon\mtg-mp.3
RHM 06/06/94 12:22am

EXHIBIT A

WHEN RECORDED RETURN TO:
VINSON & ELKINS L.L.P.
First City Tower, Suite 2669
1001 Fannin Street
Houston, TX 77002-6760
Attn: Crystal L. Lightfield

MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

BANNON ENERGY INCORPORATED

TO

JERE C. OVERDYKE, AS TRUSTEE

FOR THE BENEFIT OF

JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP

[redacted] [redacted] [redacted]

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MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

This MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is entered into as of the effective time and date hereinafter stated (the "Effective Date") by **BANNON ENERGY INCORPORATED**, a Texas corporation, whose address for notice hereunder is 3934 FM 1960 West, Suite 240, Houston, Texas 77068 ("Mortgagor"), for the benefit of **JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP**, a Delaware limited partnership, with offices at 1400 Smith Street, Houston, Texas 77002 ("Mortgagee").

R E C I T A L S:

A. On even date herewith, Mortgagor and Mortgagee are executing a Loan Agreement (such agreement, as may from time to time be amended or supplemented, called the "Loan Agreement") pursuant to which, upon the terms and conditions stated therein, the Mortgagee agrees to make loans to Mortgagor.

B. Mortgagee has conditioned its obligations under the Loan Agreement upon the execution and delivery by Mortgagor of this Mortgage, and Mortgagor has agreed to enter into this Mortgage.

C. Therefore, in order to comply with the terms and conditions of the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Mortgagee as follows:

ARTICLE I

Grant of Lien and Indebtedness Secured

Section 1.01 Grant of Liens. To secure payment of the Indebtedness (as hereinafter defined) and the performance of the covenants and obligations herein contained, Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY unto Jere C. Overdyke of Houston, Texas, as Trustee, whose address for notice hereunder is 1400 Smith Street, Houston, Texas 77002 ("Trustee") and Trustee's successors and substitutes, with power of sale, in trust hereunder, for the use and benefit of Mortgagee, the real and personal property, rights, titles, interests and estates described in the following paragraphs (a) through (g) (collectively called the "Mortgaged Property"):

(a) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the oil and gas leases and/or oil, gas and other mineral leases and other interests and estates and the lands and premises covered or affected thereby which are described on Exhibit A hereto (collectively called the "Hydrocarbon Property") or which Hydrocarbon Property is otherwise referred to herein.

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (i) the properties now or hereafter pooled or unitized with the Hydrocarbon Property; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and any units created solely among working interest owners pursuant to operating agreements or otherwise) which may affect all or any portion of the Hydrocarbon Property including, without limitation, those units which may be described or referred to on attached Exhibit A; (iii) all operating agreements, production sales or other contracts, farmout agreements and farm-in agreements (including, without limitation, the agreements described or referred to in Exhibit B hereto), area of mutual interest agreements, equipment leases and other agreements described or referred to in this Mortgage or which relate to any of the Hydrocarbon Property or interests in the Hydrocarbon Property described or referred to herein or on attached Exhibit A or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons (hereinafter defined) from or attributable to such Hydrocarbon Property or interests; (iv) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property, the Hydrocarbons, or any other item of property, real or personal, which are in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, computer records, and other forms of recording or obtaining access to such data; and (v) the Hydrocarbon Property described on attached Exhibit A and covered by this Mortgage even though Mortgagor's interests therein be incorrectly described or a description of a part or all of such Hydrocarbon Property or Mortgagor's interests therein be omitted; it being intended by Mortgagor and Mortgagee herein to cover and affect hereby all interests which Mortgagor may now own or may hereafter acquire in and to the Hydrocarbon Property notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the "Hydrocarbons") in and under and which may be produced and saved from or attributable to the Hydrocarbon Property, the lands pooled or unitized therewith and Mortgagor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Hydrocarbon Property, the lands pooled or unitized therewith and Mortgagor's interests therein which are subjected or required to be subjected to the liens and security interests of this Mortgage and including specifically, but without limitation, all liens and security interests in such Hydrocarbons securing payment of proceeds resulting from the sale of Hydrocarbons.

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Hydrocarbon Property, rights, titles, interests and estates described or referred to in paragraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor, including, without limitation,

any and all property, real or personal, now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working or development of any of such Hydrocarbon Property or the lands pooled or unitized therewith (excluding drilling rigs, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties.

(e) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by Mortgagor or by anyone on Mortgagor's behalf; and the Trustee is hereby authorized to receive the same at any time as additional security hereunder.

(f) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Hydrocarbon Property rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances (as hereinafter defined in Section 3.01) to which any of the Hydrocarbon Property rights, titles, interests or estates are subject, or otherwise; all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided in Section 34.1-9-319 of the Wyoming Statutes, as amended from time to time and any successor statutes; together with any and all renewals and extensions of any of the Hydrocarbon Property rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests or estates.

(g) All accounts (but excluding any accounts, accounts receivable or the proceeds thereof which come to Mortgagor as operator from third-party non operators), contract rights, inventory, general intangibles, insurance contracts and insurance proceeds constituting a part of, relating to or arising out of those portions of the Mortgaged Property which are described in paragraphs (a) through (f) above and all proceeds and products of all such portions of the Mortgaged Property and payments in lieu of production (such as "take or pay" payments), whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts (but excluding any accounts, accounts receivable or the proceeds thereof which come to Mortgagor as operator from third-party non operators), general intangibles, fixtures, real property, or other assets.

Any fractions or percentages, if any, specified on attached Exhibit A in referring to Mortgagor's interests are solely for purposes of the warranties made by Mortgagor pursuant to Sections 3.01 and 3.05 hereof and shall in no manner limit the quantum of interest affected by this Section 1.01 with respect to any Hydrocarbon Property or with respect to any unit or well identified on said Exhibit A.

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee and to his successors and assigns forever to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance of the covenants, agreements, and obligations of the Mortgagor herein contained.

Section 1.02 Grant of Security Interest. To further secure the Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in and to the Mortgaged Property (whether now or hereafter acquired by operation of law or otherwise) insofar as the Mortgaged Property consists of equipment, accounts (but excluding any accounts, accounts receivable or the proceeds thereof which come to Mortgagor as operator from third-party non operators), chattel paper, documents, instruments, contract rights, inventory, general intangibles, insurance contracts, insurance proceeds, Hydrocarbons, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code as presently in effect in the jurisdiction in which the Mortgaged Property is situated ("Applicable UCC") including, without limitation, the agreements described or referred to in Exhibit B hereto, and all proceeds and products from any and all of such personal property. Upon the happening of any of the Events of Default, Mortgagee is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the pèrsonal property and fixtures in which Mortgagee has been granted a security interest herein, or the Trustee or Mortgagee may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this Mortgage in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Trustee or Mortgagee under any other provision of this Mortgage or under any other Security Instrument and under any and all rights, powers and remedies existing at law or in equity. Written notice mailed to Mortgagor as provided herein at least five (5) days prior to the date of public sale of any part of the Mortgaged Property which is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Mortgaged Property will be made, shall constitute reasonable notice.

Section 1.03 Indebtedness Secured. This Mortgage is executed and delivered by Mortgagor to secure and enforce the following whether now existing or hereafter arising (the "Indebtedness"):

(a) Payment of and performance of any and all indebtedness, obligations and liabilities of Mortgagor pursuant to the Loan Agreement, whether now existing or hereafter arising, including without limitation, that certain promissory note which is or may be executed by Mortgagor payable to the order of Mortgagee and being in the principal amount of $83,000,000 with final maturity on or before June 6, 1999 and all other notes

given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (such notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, being hereafter called the "Note").

(b) Any sums which may be advanced or paid by Mortgagee under the terms hereof or of the Loan Agreement on account of the failure of Mortgagor to comply with the covenants of Mortgagor contained herein or in the Loan Agreement; and all other indebtedness of Mortgagor arising pursuant to the provisions of this Mortgage.

(c) Any additional loans made by Mortgagee to Mortgagor. It is contemplated that Mortgagee may lend additional sums to Mortgagor from time to time, but shall not be obligated to do so, and Mortgagor agrees that any such additional loans shall be secured by this Mortgage.

(d) Payment of and performance of any and all present or future obligations of Mortgagor according to the terms of any present or future interest rate or currency swap, rate cap, rate floor, rate collar, forward rate agreement or other exchange or rate protection agreements or any option with respect to any such transaction now existing or hereafter entered into between Mortgagor and Mortgagee in connection with the Mortgaged Property.

(e) Payment of and performance of any and all present or future obligations of Mortgagor according to the terms of any present or future swap agreements, cap, floor, collar, forward agreement or other exchange or protection agreements relating to crude oil, natural gas or other Hydrocarbons or any option with respect to any such transaction now existing or hereafter entered into between Mortgagor and Mortgagee, including, without limitation, pursuant to the ISDA Master Agreement.

Section 1.04 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become fixtures on the land described or to which reference is made herein or on attached Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to Hydrocarbons (minerals including oil and gas) or the accounts resulting from the sale thereof at the wellhead or minehead located on the land described or to which reference is made herein; (iii) this Mortgage is to be filed of record in the real estate records as a financing statement, and (iv) Mortgagor or another party shown on Exhibit A hereto is the record owner of the real estate or interests in the real estate comprised of the Mortgaged Property.

Section 1.05 Defined Terms. Any capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning assigned to such term in the Loan Agreement.

ARTICLE II

Assignment of Production

Section 2.01 Assignment. Mortgagor has absolutely and unconditionally assigned, transferred, and conveyed, and does hereby absolutely and unconditionally assign, transfer and convey unto Mortgagee, its successors and assigns, all of the Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now and hereafter attributable to the Hydrocarbons and said products and all payments in lieu of the Hydrocarbons such as "take or pay" payments or settlements. The Hydrocarbons and products are to be delivered into pipe lines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of Mortgagee, free and clear of all taxes, charges, costs, and expenses; and all such revenues and proceeds shall be paid directly to Mortgagee with no duty or obligation of any party paying the same to inquire into the rights of Mortgagee to receive the same, what application is made thereof, or as to any other matter. Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders, and other instruments as may be required or desired by Mortgagee or any party in order to have said proceeds and revenues so paid to Mortgagee. Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a bank account as additional collateral securing the Indebtedness; and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding Mortgagor. All proceeds received by the Mortgagee pursuant to this assignment shall be applied as provided in the other Loan Documents. Mortgagee shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but Mortgagee shall have the right, at its election, in the name of Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by Mortgagee in order to collect such funds and to protect the interests of Mortgagee, and/or Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by Mortgagor. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the rights granted to Trustee and/or Mortgagee in Section 1.01 (f) of this Mortgage, Mortgagor hereby further transfers and assigns to Mortgagee any and all such liens, security interests, financing statements or similar interests of Mortgagor attributable to its interest in the Hydrocarbons and proceeds of runs therefrom arising under or created by said statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 2.01, being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid.

Section 2.02 Rights Under Wyoming Acts.

(a) Mortgagor hereby grants, sells, assigns, sets over and mortgages unto Mortgagee during the term hereof, all of Mortgagor's rights and interests pursuant to the provisions

protect and preserve their interests in the Mortgaged Property, and in such event Mortgagor will indemnify the Trustee and Mortgagee against any and all costs, attorney's fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 3.02 Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Sections 1445 and 7701 (i.e. Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

Section 3.03 Power to Create Lien and Security. The Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage, and convey a security interest in all of the Mortgaged Property in the manner and form herein provided and without obtaining the further authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever.

Section 3.04 Rentals Paid; Leases in Effect. To the best of Mortgagor's knowledge, all rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Hydrocarbon Property have been duly paid or provided for and all leases or subleases comprising a part of the Hydrocarbon Property are in full force and effect.

Section 3.05 Operation By Third Parties. All or portions of the Mortgaged Property may be comprised of interests in the Hydrocarbon Property which may be operated by a party or parties other than Mortgagor and with respect to all or any such interests and properties which may be operated by parties other than Mortgagor, Mortgagor's covenants as expressed in this Article III are modified to require that Mortgagor use its best efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such leases or properties.

Section 3.06 Abandon, Sales. The Mortgagor will not sell, lease, assign, transfer or otherwise dispose or abandon any of the Mortgaged Property except as permitted by the Loan Agreement.

Section 3.07 Failure to Perform. The Mortgagor agrees that if the Mortgagor fails to perform any act or to take any action which the Mortgagor is required to perform or take hereunder or pay any money which the Mortgagor is required to pay hereunder, each of the Mortgagee and the Trustee in the Mortgagor's name or its or their own name may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by either of them and any money so paid by either of them shall be a demand obligation owing by the Mortgagor to the Mortgagee or the Trustee, as the case may be, and each of the Mortgagee and the Trustee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Mortgagor to each of the Mortgagee and the Trustee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment

or other occurrence which gives rise to such amount being owed to such Person until paid at the Past Due Rate, and all such amounts together with such interest thereon shall be a part of the Indebtedness described in Section 1.03 hereof.

Section 3.08 Federal Participating Areas. Some or all of the Mortgaged Property may lie within federal units and either presently or in the future could be included in whole or in part within one or more participating areas. It is recognized by Mortgagor and Mortgagee that within federal units, participating areas may be formed, enlarged or contracted in accordance with the rules and regulations of the applicable governmental authority and that, notwithstanding anything else to the contrary herein contained, any change arising therefrom in the interest of Mortgagor or Mortgagee in the Mortgaged Property shall not be deemed to be a breach of any warranty herein.

ARTICLE IV

Rights and Remedies

Section 4.01 Event of Default. An "Event of Default" under the Loan Agreement shall be an Event of Default under this Mortgage.

Section 4.02 Acceleration. Upon the occurrence of any Event of Default, in addition to any other rights, powers or remedies herein conferred or by operation of the law, Mortgagee may declare all amounts owing with respect to this Mortgage, the Note, the Loan Agreement and the documents and instruments executed in connection therewith to be, and they shall thereupon forthwith become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Mortgagor.

Section 4.03 Fixtures. Upon the occurrence of any Event of Default, if deemed appropriate by Mortgagee or Trustee or if required by applicable law, Mortgagee or Trustee may elect to treat the fixtures included in the Mortgaged Property either as real property or as personal property, or both, and proceed to exercise such rights as apply to the type of property selected.

Section 4.04 Foreclosure. Upon the occurrence of any Event of Default, in addition to any other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee and Trustee shall have all of the rights, powers and remedies of a secured party, a mortgagee and a beneficiary under a deed of trust, and a trustee under a deed of trust granted under applicable law. Mortgagee may, without notice, demand or declaration of default, which are hereby waived by Mortgagor, proceed by one or more actions in equity or at law for the seizure and sale of the Mortgaged Property or any portion thereof, for the foreclosure or sale of the Mortgaged Property or any portion thereof by judicial foreclosure by appropriate proceedings in any court of competent jurisdiction, by a trustee's sale, or in any other manner then permitted by law, for the specific performance of any covenant or agreement of Mortgagor herein contained or in aid of the execution of any right, power or remedy herein granted, or for the enforcement of any other appropriate equitable or legal remedy and to recover judgment against Mortgagor. In furtherance, and not in limitation, thereof:

(a) Deed of Trust. This Mortgage shall constitute a deed of trust under Section 34-3-101 et seq. of the Wyoming Statutes, as amended and as may be amended from time to time, or any future law containing provisions under which the sale of property securing debts is authorized or permitted; and upon the occurrence of any Event of Default Trustee shall, whenever requested by Mortgagee, cause the Mortgaged Property to be sold in accordance with the provisions thereof and hereof.

(b) Mortgage. This Mortgage shall also constitute a mortgage, and upon the occurrence of any Event of Default may be foreclosed as to any of the Mortgaged Property by judicial action, by advertisement under power of sale or in any manner then permitted

by applicable law; and to the extent, if any, required to cause this Mortgage to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Mortgaged Property to Mortgagee, and hereby grants Mortgagee the power of sale.

(c) Election. Mortgagee may elect to treat this Mortgage, from time to time and at any time, either as a deed of trust or a mortgage. In the event a sale of the Mortgaged Property under the power of sale shall be commenced by Trustee or Mortgagee, Mortgagee may at any time before the sale of the Mortgaged Property, elect to abandon the sale, and the Mortgagee may then institute a suit for the collection of the Indebtedness and for the foreclosure of this Mortgage by judicial action or by power of sale. It is agreed that if the Mortgagee should institute a suit for the foreclosure of this Mortgage by judicial action, Mortgagee may at any time before the entry of a final judgment, dismiss such suit, and then sell, or direct the Trustee to sell, the Mortgaged Property under the power of sale herein granted in accordance with the provisions of this Mortgage.

(d) Additional Actions. This Mortgage shall also constitute and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, mortgage, financing statement and security agreement, and from time to time as any one or more thereof as appropriate under applicable law. Mortgagee shall be entitled to all of the rights, remedies and benefits of a secured party, mortgagee and a beneficiary granted under applicable law; and, to the fullest extent of such law, shall be entitled to enforce such rights, remedies and benefits. Mortgagor intends and hereby grants to Mortgagee all rights, powers and remedies accorded a secured party, mortgagee and a beneficiary under applicable law whether or not such rights, powers and remedies are expressly granted or reserved herein.

(e) Notice, Place and Manner of Sale. Any sale of the Mortgaged Property under this Article IV shall take place at such place or places and otherwise in such manner and upon such terms and notice as may be required by law; or, in the absence of any such requirement, as Trustee or Mortgagee may deem appropriate. Mortgagor expressly agrees that Mortgagee or Trustee may offer the Mortgaged Property as a whole or in such parcels or lots as Mortgagee or Trustee elects, regardless of the manner in which the Mortgaged Property may be described.

(f) Postponement of Sale. Any sale of the Mortgaged Property conducted under this Article IV may be postponed from time to time as provided by applicable law; or, in the absence of any such provisions, Mortgagee may postpone the sale of the collateral or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of the Mortgaged Property will not exhaust the power of sale, and sales may be made from time to time until all Mortgaged Property is sold or the Indebtedness is paid in full.

(g) Mortgagee's Right to Purchase. Mortgagee shall have the right to bid or to become the purchaser at any sale made pursuant to the provisions of this Article IV, and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale.

(h) Conveyance to Purchaser. Any deed, bill of sale or other conveyance executed by or on behalf of Trustee, the sheriff or other official or party responsible for conducting the sale shall be prima facia evidence of the compliance with all statutory and contractual requirements for the sale and execution of such deed, bill of sale or other conveyance and will presumptively establish the truth and accuracy of the recitals and matters stated therein, including without limitation, violation of terms and covenants, nonpayment or nonperformance of the Indebtedness and advertisement and conduct of the sale in the manner provided herein or as provided by applicable law. Mortgagor does hereby ratify and confirm all legal acts that Trustee and Mortgagee may do in carrying out the provisions of this Mortgage. Any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Article IV will operate to divest all right, title, interest, claim and demand of Mortgagor in and to the property sold and will be a perpetual bar against Mortgagor and shall, subject to applicable law, vest title in the purchaser free and clear of all liens, security interests and encumbrances (other than Permitted Encumbrances), including without limitation, liens, security interests and encumbrances junior to the liens and security interests created by this instrument. Upon any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Article IV, the receipt by Mortgagee, Trustee, the sheriff or other official or party responsible for conducting the sale, shall be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof shall not, after paying such purchase money and receiving such receipt of Mortgagee, Trustee, the sheriff or such other official or party be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof. Any purchaser at a sale will, subject to mandatory redemption periods, if any, receive immediate possession of the Mortgaged Property purchased, and Mortgagor agrees that if Mortgagor retains possession of the Mortgaged Property or any part thereof subsequent to such sale, Mortgagor will be considered tenants at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be guilty of forcible detainer, and will be subject to eviction and removal, forcible or otherwise, with or without process of law and all damages to Mortgagor by reason thereof are hereby expressly waived by Mortgagor.

(i) Federal and Tribal Transfers. Upon a sale conducted pursuant to this Article IV of all or any portion of the Mortgaged Property consisting of interests (the "Federal and Tribal Interests") in leases, easements, rights-of-way, agreements or other documents and instruments covering, affecting or otherwise relating to federal or tribal lands (including without limitation, leases, easements and rights-of-way issued by the Bureau of Land Management, leases, easements and rights-of-way issued by the Bureau of Indian Affairs and leases, easements, rights-of-way and minerals agreements with tribal governments or agencies), Mortgagor agrees to take all action and execute all instruments necessary or advisable to transfer the Federal and Tribal Interests to the purchaser at such sale, including without limitation, to execute, acknowledge and deliver assignments of the Federal and Tribal Interests on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements, to seek and request approval thereof and to take all other action necessary or advisable in connection therewith. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact and proxy, with full power and authority

in the place and stead of Mortgagor, in the name of Mortgagor or otherwise, to take any such action and to execute any such instruments on behalf of Mortgagor that Mortgagee may deem necessary or advisable to so transfer the Federal and Tribal Interests, including without limitation, the power and authority to execute, acknowledge and deliver such assignments, to seek and request approval thereof and to take all other action deemed necessary or advisable by Mortgagee in connection therewith; and Mortgagor hereby adopts, ratifies and confirms all such actions and instruments. Such power of attorney and proxy is coupled with an interest, shall survive the dissolution, termination, reorganization or other incapacity of Mortgagor and shall be irrevocable. No such action by Mortgagee shall constitute acknowledgment of, or assumption of liabilities relating to, the Federal and Tribal Interests, and neither Mortgagor nor any other party may claim that Mortgagee is bound, directly or indirectly, by any such action.

Section 4.05 Personal Property. Upon the occurrence of any Event of Default, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including without limitation, the Applicable UCC, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Mortgaged Property and any proceeds thereof wherever located, and for that purpose Secured party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Mortgagee may require Mortgagor to assemble such personal property and make it available to Mortgagee at a place to be designated by Mortgagee that is reasonably convenient to both parties. If notice is required by applicable law, Mortgagee shall give five business days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of the type customarily sold on a recognized market. If Mortgagee in good faith believes that the Securities Act of 1933 or any other state or federal law prohibits or restricts the customary manner of sale or distribution of any such property, Mortgagee may sell such property privately or in any other manner deemed advisable by Mortgagee at such price or prices as Mortgagee determines in its sole discretion. Mortgagor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Mortgagee may result in a lower sales price than if the sale were otherwise held. Mortgagor shall be provided with or permitted to retain copies of all accounting and business data concerning the Mortgaged Property in the event Mortgagee, pursuant to the provisions of this Article IV, takes possession of or causes the sale of any such Mortgaged Property comprised of accounting or business data concerning the Mortgaged Property.

Section 4.06 Possession of Mortgaged Property. Mortgagor agrees to the full extent that it lawfully may, that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, the Trustee or Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its

or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Trustee may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as the Trustee shall deem best. All costs, expenses and liabilities of every character incurred by the Trustee and/or Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to the Trustee and/or Mortgagee and shall bear interest from date of expenditure until paid at the Past Due Rate, all of which shall constitute a portion of the Indebtedness and shall be secured by this Mortgage and all other Security Instruments.

Section 4.07 Appointment of Receiver. Upon the occurrence of any Event of Default, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property without the necessity of the posting of a bond or notice; and shall, to the extent not prohibited by applicable law, be entitled to such receiver as a matter of right, without regard to the solvency or insolvency of Mortgagor, the value or adequacy of the Mortgaged Property or the Mortgaged Property being in danger of being materially injured or reduced in value as security by removal, destruction, deterioration, accumulation of prior liens or otherwise; and such receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being hereby expressly waived. Mortgagor does hereby consent to the appointment of such receiver or receivers, waive any and all defenses to such appointment, and agrees not to oppose any application therefor by Mortgagee or Trustee, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Mortgagee or Trustee under this Article IV or otherwise. Nothing herein is to be construed to deprive Mortgagee or Trustee of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Mortgagee or Trustee in connection with any such receivership shall be a demand obligation owing by Mortgagor to Mortgagee and shall bear interest from the date of making such advancement until paid at the Past Due Rate. Any such receiver shall have all powers conferred by the court appointing such receiver, which powers shall, to the extent not prohibited by applicable law, include without limitation, the right to enter upon and take immediate possession of the Mortgaged Property or any part thereof, to exclude Mortgagor therefrom, to hold, use, operate, manage and control such Mortgaged Property, to make all such repairs, replacements, alterations, additions and improvements to the same as such receiver or Mortgagee or Trustee may deem proper or expedient, to demand and collect all of the other earnings, rents, issues, profits, proceeds and other sums due or to become due with respect to such Mortgaged Property, accounting for only the net earnings arising therefrom after charging against the receipts therefrom all fees, costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at the Past Due Rate without any liability to Mortgagor in connection therewith which net earnings shall be turned over by such receiver to Mortgagee to be applied by Mortgagee to the payment of the obligations.

Section 4.08 Waiver by Mortgagor. Subject to any mandatory requirements of applicable law, Mortgagor agrees that Mortgagor shall not at any time have, invoke, utilize or assert any right under any laws pertaining to the marshalling of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, moratorium, valuation, stay, extension or redemption now or hereafter in force, in order to prevent, delay, impede or hinder the rights of Mortgagee or of Trustee, the sheriff or other official or party responsible for conducting a sale or any purchaser of the Mortgaged Property or any part thereof under this Mortgage, and Mortgagor hereby waives the benefit of all such laws to the fullest extent not prohibited by applicable law.

Section 4.09 Remedies Cumulative. All rights, powers and remedies herein conferred are cumulative, and not exclusive, of (a) any and all other rights and remedies herein conferred, (b) any and all rights, powers and remedies existing at law or in equity, and (c) any and all other rights, powers and remedies provided for in any other documents or instruments evidencing, securing or relating to the Indebtedness, and Mortgagee shall, in addition to the rights, powers and remedies herein conferred, be entitled to avail itself of all such other rights, powers and remedies as may now or hereafter exist at law or in equity for the collection of and enforcement of the Indebtedness and the enforcement of the warranties, representations, covenants, indemnities and other agreements contained in this Mortgage and the other documents and instruments evidencing, securing or relating to the Indebtedness and the foreclosure or other realization of the liens and security interests created by this Mortgage. Each and every such right, power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee and the exercise of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee, Trustee or any official or party in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 4.10 Costs and Expenses. All fees, costs and expenses (including without limitation, attorneys' fees and legal expenses, court costs, inspection fees, appraisers fees, outlays for documentary and expert evidence, stenographer charges, publication, notice and advertising costs, proceeds, photocopies, telephone charges and costs of procuring all abstracts of title, title searches and examinations, title opinions, title insurance policies and similar title data and assurances as Mortgagee may deem appropriate either to prosecute such suit or to evidence to bidders at sales that may be had pursuant to such proceeding the condition of the title to or the value of the Mortgaged Property, Trustee's fees and expenses, sheriff's fees and expenses, receivers fees and expenses, costs and expenses of defending, protecting and maintaining the Mortgaged Property and Mortgagee's interest therein, including repair and maintenance costs and expenses and costs and expenses of protecting and securing the Mortgaged Property, including insurance costs, costs and expenses of audits, including financial, production, environmental and other audits and all other fees, costs and expenses provided for or authorized by applicable law), incurred by or on behalf of Mortgagee or Trustee in preparing, reviewing, negotiating, executing, delivering or recording this Mortgage or the Loan Documents, or in defending, protecting and

enforcing their rights hereunder or thereunder, shall be demand obligations owing by Mortgagor to Mortgagee, and shall bear interest at the Past Due Rate until paid, and shall constitute a part of the Indebtedness and be indebtedness secured and evidenced by this Mortgage.

Section 4.11 Order of Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof made pursuant to this Article IV shall be applied as required by applicable law or, in the absence of any such requirement, as follows:

A. First, to the payment of all fees, costs and expenses of the Trustee, Mortgagee, the sheriff or other official or party conducting such sale, including without limitation, the fees, costs and expenses of Trustee, Mortgagee, the sheriff or such other official or party described in Section 4.10 hereof;

B. Second, to the payment of all fees, costs and expenses of Mortgagee incident to the enforcement of this Mortgage and the liens and security interests created hereby, including without limitation, the fees, costs and expenses of Mortgagee described in Section 4.10 hereof;

C. Third, to the payment or prepayment of the Indebtedness other than the Indebtedness evidenced by the Note;

D. Fourth, to the payment of interest remaining unpaid on the Note;

E. Fifth, to the payment or prepayment of principal remaining unpaid on the Note; and

F. Sixth, the remainder, if any, shall be paid to Mortgagor or such other person or persons as may be legally entitled thereto.

Section 4.12 Limitation on Rights and Waivers. All rights, powers and remedies herein conferred shall be exercisable by Trustee and Mortgagee only to the extent not prohibited by applicable law; and all waivers and relinquishments of rights and similar matters shall only be effective to the extent such waivers or relinquishments are not prohibited by applicable law.

Section 4.13 Substitute Trustees and Agents. The Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute. If Trustee or his successor or substitute shall have given notice of sale hereunder, any successor or substitute trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute trustee conducting the sale.

Section 4.14 No Release of Obligations. Neither Mortgagor, any guarantor nor any other person hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of (a) the failure of Trustee to comply with any request of Mortgagor, or any guarantor or any other person so obligated to foreclose the lien of this Mortgage or to enforce any provision hereunder or under the Loan Agreement; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor, any guarantor or such other person, and in such event Mortgagor, guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all obligations hereunder or under the Loan Agreement.

Section 4.15 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior lien and security interest in and to the Mortgaged Property, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment of the Indebtedness. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee or Trustee in such order and manner as Mortgagee may elect.

Section 4.16 Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and Trustee or the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or Mortgagor shall transfer any Mortgaged Property "in lieu of" foreclosure), the Mortgagee or the Trustee shall have the right to request that any operator of any Mortgaged Property which is either Mortgagor or any Affiliate of Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by Mortgagor of any such request, Mortgagor shall resign (or cause such other party to resign) as operator of such Mortgaged Property.

Section 4.17 INDEMNITY. IN CONNECTION WITH ANY ACTION TAKEN BY THE TRUSTEE AND/OR MORTGAGEE PURSUANT TO THIS MORTGAGE, THE TRUSTEE AND/OR MORTGAGEE AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, ACCOUNTANTS AND EXPERTS ("INDEMNIFIED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM AN ASSERTION THAT MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT AND BAD FAITH OF AN INDEMNIFIED PARTY, NOR SHALL

THE TRUSTEE AND/OR MORTGAGEE BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF MORTGAGOR. MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER; SHOULD THE TRUSTEE AND/OR MORTGAGEE MAKE ANY EXPENDITURE ON ACCOUNT OF ANY SUCH LIABILITY, LOSS OR DAMAGE, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, SHALL BE A DEMAND OBLIGATION (WHICH OBLIGATION MORTGAGOR HEREBY EXPRESSLY PROMISES TO PAY) OWING BY MORTGAGOR TO THE TRUSTEE AND/OR MORTGAGEE AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT THE PAST DUE RATE, SHALL BE A PART OF THE INDEBTEDNESS AND SHALL BE SECURED BY THIS MORTGAGE AND ANY OTHER SECURITY INSTRUMENT. MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF THE TRUSTEE AND/OR MORTGAGEE WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER THIS MORTGAGE. THE LIABILITIES OF THE MORTGAGOR AS SET FORTH IN THIS SECTION 4.17 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

ARTICLE V

The Trustee

Section 5.01 Duties, Rights, and Powers of Trustee. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Property, or any part thereof, or against Mortgagor, or to see to the performance or observance by Mortgagor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Mortgagee. The Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

Section 5.02 Successor Trustee. The Trustee may resign by written notice addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Mortgagee. In case of the death, resignation or removal of the Trustee, a successor trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, or, in the absence of any such requirement, without other formality than appointment and designation in writing. Written notice of such appointment and designation shall be given by Mortgagee to Mortgagor, but

the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited, and, upon the making of any such appointment and designation, this Mortgage shall vest in the successor trustee all the estate and title in and to all of the Mortgaged Property, and the successor trustee shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate a successor trustee hereunder but such right may be exercised repeatedly as long as any Indebtedness remains unpaid hereunder. To facilitate the administration of the duties hereunder, Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as Mortgagee may designate.

Section 5.03 Retention of Moneys. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder.

ARTICLE VI

Miscellaneous

Section 6.01 Instrument Construed as Mortgage, Etc. The general language of conveyance hereof to the Trustee is intended and the same shall be construed as words of mortgage unto and in favor of Mortgagee and the rights and authority granted to the Trustee herein may be enforced and asserted by Mortgagee and the same may be foreclosed at the option of Mortgagee as to any or all such portions of the Mortgaged Property in any manner permitted, including power of sale. To the extent, if any, required to cause this Mortgage to be effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Mortgaged Property to Mortgagee, and hereby grants Mortgagee the power of sale. This Mortgage may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth. A carbon, photographic or other reproduction of this Mortgage or any financing statement executed in connection herewith shall be sufficient as a financing statement for any and all purposes.

Section 6.02 Release of Mortgage. If all Indebtedness secured hereby shall be paid and the Loan Agreement terminated, Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

Section 6.03 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Trustee and Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 6.04 Successors and Assigns of Parties. The term "Mortgagee" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Trustee, Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

Section 6.05 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Loan Agreement are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by Mortgagee, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 6.06 Subrogation of Trustee. This Mortgage is made with full substitution and subrogation of the Trustee and his successors in this trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

Section 6.07 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 6.08 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by registered or certified United States mail, postage prepaid, or by personal service (including express or courier service) at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery at the address and in the manner provided herein, upon receipt; provided that, service of notice as required by the laws of any state in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice.

Section 6.09 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in more than one county, only those portions of the description of the Mortgaged Property attached hereto as Exhibit A located in the county in which a particular counterpart is recorded shall be attached hereto. A complete Exhibit A will be attached to that certain counterpart to be attached to a Financing Statement and filed with the Secretary of State of Wyoming in the Uniform Commercial Code Records. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

Section 6.10 Limited Recourse. Notwithstanding anything to the contrary contained in this Mortgage, Mortgagee's recourse against Mortgagor (and Mortgagor's liability) hereunder is limited to the extent provided in Section 8.24 of the Loan Agreement.

Section 6.11 EXCULPATION PROVISIONS. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

WITNESS THE EXECUTION HEREOF, in Cheyenne, Wyoming this 6th day of June, 1994, to be effective as of the 6th day of June, 1994 (the "Effective Date").

ATTEST:

By: David M. Jones
Name: David M. Jones
Title: Assistant Secretary

[CORPORATE SEAL]

MORTGAGOR:

BANNON ENERGY INCORPORATED

By: R. A. Chabaud
Name: Russell A. Chabaud
Title: President

The name and address of the Debtor/Mortgagor is:

Bannon Energy Incorporated
3934 FM 1960 West, Suite 240
Houston, Texas 77068

The name and address of the Secured Party/Mortgagee is:

Joint Energy Development Investments
Limited Partnership
1400 Smith Street
Houston, Texas 77002

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Russell A. Chabaud, President of Bannon Energy Incorporated, a Texas corporation, this 6th day of June, 1994.

Witness my hand and official seal.

(NOTARIAL SEAL)

NADINE KORHONEN - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR 26, 1997

Notary Public
Name: NADINE KORHONEN
Address: 740 EVERGLADE LN.
CHEYENNE, WY. 82001

My commission expires: 4/26/97

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EXHIBIT A TO
MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGED PROPERTY

All interests of Mortgagor[1] now owned or hereafter acquired in and to the below described leases insofar as same are or will be derived from Mortgagor's rights under the agreements described as Farmout Agreements in Exhibit B:

A. The leases listed below under the Genoa Ranch, Mandalay Ranch, Yellow Point and Storm Shelter Prospects are subject to the Farmout Agreement described as item a) under Farmout Agreements in Exhibit B and Presidio Exploration Inc. is an owner of record of an interest in such leases:

PROSPECT NAME: Genoa Ranch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 4: All
Section 5: All
Section 6: E/2
Section 7: E/2
Section 8: All
Section 17: All
Section 18: E/2
Section 19: All
Section 20: All
Lincoln and Sweetwater Counties, Wyoming

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.: 5103245
Lessor: USA W-108099
Lessee: T. A. Kritikos
Effective Date: March 1, 1988
Expiration Date: March 1, 1993
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 8: All

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[1] May vary in amount and as to depth. Also subject to effects of unitization and creation, contraction and enlargement of participating areas, where applicable. Permitted Encumbrances include the matters set out in this Exhibit A and in Exhibit B.

PEI Lease No.:	5102572
Lessor:	Union Pacific Land Resources
Lessee:	Union Pacific Resources Co.
Effective Date:	October 3, 1988
Expiration Date:	For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1
* Pooled Working Interest Legal Description:	<u>Township 21 North, Range 111 West</u> Section 17: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.:	5102574
Lessor:	Champlin Petroleum Company
Lessee:	Amoco Production Company
Effective Date:	October 24, 1975
Expiration Date:	HBP
* Pooled Working Interest Legal Description:	<u>Township 21 North, Range 111 West</u> Section 17: W/2, SE/4

PEI Lease No.:	6502010
Lessor:	USA W-99650
Lessee:	General Atlantic Energy Corp.
Effective Date:	May 1, 1986
Expiration Date:	March 29, 1994
* Pooled Working Interest Legal Description:	<u>Township 21 North, Range 111 West</u> Section 20: E/2

PEI Lease No.:	To be issued
Lessor:	USA W-130733
Lessee:	High Plains Energy Associates
Effective Date:	To be issued
Expiration Date:	To be issued
Legal Description:	<u>Township 21 North, Range 111 West</u> Section 4: Lots 5-8, S/2N/2, S/2 Section 6: SE/4SE/4

* Leasehold interest subjects to October 3, 1988, Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, T21N-R111W.

PROSPECT NAME: Mandalay Ranch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 3: All
Section 9: All
Section 10: All
Section 15: All
Section 16: All
Section 21: All
Section 22: All
Sweetwater County, Wyoming

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.: 5102569
Lessor: USA W-75895
Lessee: Haresh R. Shah
Effective Date: August 1, 1982
Expiration Date: March 29, 1994
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 10: NE/4

PEI Lease No.: 6502151
Lessor: USA W-106387
Lessee: General Atlantic Energy Corp.
Effective Date: December 1, 1987
Expiration Date: March 29, 1994
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 22: NE/4, S/2

PEI Lease No.: 5102568
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1

* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 9: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 5102570
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1

* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 15: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 5102573
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from St. WY AH #1

* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 21: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 6502156
Lessor: USA W-100299
Lessee: Blanche Welch Doeringsfeld
Effective Date: August 1, 1986
Expiration Date: August 1, 1996
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 10: W/2, SE/4

PEI Lease No.: 5102574
Lessor: Champlin Petroleum Company
Lessee: Amoco Production Company
Effective Date: October 24, 1975
Expiration Date: HBP
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 9: W/2, SE/4
Section 15: W/2, SE/4
Section 21: W/2, SE/4

PEI Lease No.: 6502010
Lessor: USA W-99650
Lessee: General Atlantic Energy Corp.
Effective Date: May 1, 1986
Expiration Date: March 29, 1994

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* Pooled Working Interest Legal Description:	Township 21 North, Range 111 West Section 22: NW/4
PEI Lease No.:	5102571
Lessor:	St. WY 85-00480
Lessee:	Double Eagle Petroleum & Mining
Effective Date:	August 2, 1985
Expiration Date:	HBP
* Pooled Working Interest Legal Description:	Township 21 North, Range 111 West Section 16: All excluding all rights to the St. WY AH #1

* Leasehold interest subject to October 3, 1988, Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, T21N-R111W.

[redacted] [redacted] [redacted]

PROSPECT NAME: Yellow Point

PROSPECT AREA:

Township 20 North, Range 111 West, 6th P.M.
Section 4: N/2
Section 5: N/2
Section 6: N/2
Township 21 North, Range 111 West, 6th P.M.
Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 27: All
Section 34: All
Section 35: All
Section 36: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.:	6502011
Lessor:	USA W-99651
Lessee:	General Atlantic Energy Corp.
Effective Date:	May 1, 1986
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 26: All
PEI Lease No.:	6502012
Lessor:	USA W-99652
Lessee:	General Atlantic Energy Corp.
Effective Date:	May 1, 1986
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 34: SW/4
PEI Lease No.:	6502152
Lessor:	USA W-106389
Lessee:	General Atlantic Energy Corp.
Effective Date:	December 1, 1987
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 34: N/2, SE/4

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PEI Lease No.: 5102683
Lessor: USA W-101267
Lessee: Mathew Wolf
Effective Date: September 1, 1986
Expiration Date: August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED

Legal Description:
Township 21 North, Range 111 West
Section 24: All

PROSPECT NAME: Storm Shelter

PROSPECT AREA: Township 23 North, Range 111 West, 6th P.M.
Section 17: All
Section 20: All
Section 29: All
Section 32: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.: 6701846
Lessor: USA W-0323106
Lessee: Edward Boland
Effective Date: April 1, 1966
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: SW/4SW/4

PEI Lease No.: 6701856
Lessor: USA W-40137
Lessee: Alice A. Sheverbush
Effective Date: July 1, 1973
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: N/2SW/4, SE/4SW/4, SW/4SE/4
From the surface to 50 feet below the stratigraphic equivalent of 11,708 feet

PEI Lease No.: 6701843
Lessor: USA W-0318337
Lessee: Virginia G. Stouffer
Effective Date: September 1, 1965
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: Lots 10 (39.42), 11 (25.42), 12 (22.79), 15 (24.27), 16 (49.67)

PEI Lease No.: 6701863
Lessor: William J. and Mary A. Thoman
Lessee: Davis Oil Company
Effective Date: August 20, 1975
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: Lots 13 (47.35), 14 (41.21), 17 (35.49), 18 (52.35) and those lands of Lots 13, 14, 17 and 18 riparian to the thread of the Green River

The above leases, or portions thereof, are or may be committed to the contracted Storm Shelter Unit and the Havens Unit.

The leasehold in Section 17 is also governed by a Communitization Agreement covering Section 17, BLM CA #NCR 477.

The leasehold in Section 32 is also governed by a Communitization Agreement - BLM CA #NCR 416, covering all of Section 32.

B. The leases listed below under the Legacy, Lodgepole and Mesa Prospects are subject to the Farmout Agreement described as item b) under Farmout Agreements in Exhibit B and Presidio Exploration, Inc. is an owner of record of an interest in said leases:

PROSPECT NAME: Legacy

PROSPECT AREA: Township 22 North, Range 111 West, 6th P.M.
Section 2: All
Section 3: All
Section 10: All
Section 11: All
Section 14: All
Section 15: All
Section 22: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from the Mortgaged Property.

PEI Lease No.:	5101527
Lessor:	USA W-104211
Lessee:	Maureen Smithwick Schultz
Effective Date:	May 1, 1987
Expiration Date:	HBP (Shute Creek #40-10)
Legal Description:	Township 22 North, Range 111 West Section 2: Lots 5 (40.00), 6 (40.03), 7 (40.07), S/2N/2, E/2SW/4, SE/4 Section 10: S/2NE/4, W/2, SE/4 Section 11: N/2N/2 Section 12: NW/4NW/4

PEI Lease No.:	6502123
Lessor:	USA W-100301
Lessee:	John E. Sherry
Effective Date:	August 1, 1986
Expiration Date:	August 1, 1996
Legal Description:	Township 22 North, Range 111 West Section 2: Lot 8

PEI Lease No.: 5102488
Lessor: USA W-108100
Lessee: Jane P. Wold
Effective Date: March 1, 1988
Expiration Date: March 1, 1998
Legal Description: Township 22 North, Range 111 West
Section 22: All, from the surface to 100 feet below the stratigraphic equivalent of total depth in the Shute Creek Federal #1-22

PEI Lease No.: 5102605
Lessor: USA W-111294
Lessee: Texaco, Inc.
Effective Date: June 1, 1988
Expiration Date: HBP (Shute Creek #40-10)
Legal Description: Township 22 North, Range 111 West
Section 2: S/2SW/4
Section 10: N/2NE/4

The lands in Section 10, T22N-R111W are subject to Communitization Agreement W-124243, covering all of Section 10.

PROSPECT NAME: Lodgepole

PROSPECT AREA:

Township 25 North, Range 109 West
Section 20: All
Section 21: All
Section 22: All
Section 27: All
Section 28: All
Section 29: All
Section 31: All
Section 32: All
Section 33: All
Section 34: All

Township 24 North, Range 109 West
Section 5: All
Section 6: All
Section 7: All

Township 24 North, Range 110 West
Section 1: All
Section 2: All
Section 10: All
Section 11: All
Section 12: All

PRESIDIO LEASEHOLD:

Lessor: USA W-5131
Lease Date: May 1, 1967
Description: Township 24 North, Range 110 West
Section 12: SE/4SE/4
Description: Township 24 North, Range 109 West
Section 6: SE/4SE/4

Lessor: USA W-33085
Lease Date: February 1, 1972
Description: Township 24 North, Range 110 West
Section 2: SE/4
Section 12: N/2

Lessor: USA W-47392
Lease Date: October 1, 1974
Description: Township 24 North, Range 110 West
Section 10: All

Lessor: USA W-0325685
Lease Date: July 1, 1966
Description: Township 24 North, Range 110 West

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 11: All
Section 12: SW/4, N/2SE/4, SW/4SE/4

Lessor: USA W-38877
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 28: N/2, SW/4
Section 29: All

Lessor: USA W-38878
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 20: All

Lessor: USA W-38879
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 31: Lot 1, E/2, E/2NW/4
Section 32: All
Description: Township 25 North, Range 109 West
Section 31: Lot 2

Lessor: USA W-39712
Lease Date: June 1, 1973
Description: Township 24 North, Range 109 West
Section 7: Lots 1, 2, 5, 6, 7, 8, 11, 12, E/2

Lessor: USA W-43847
Lease Date: March 1, 1974
Description: Township 25 North, Range 109 West
Section 27: All
Section 34: N/2N/2

Lessor: USA W-43849
Lease Date: March 1, 1974
Description: Township 25 North, Range 109 West
Section 22: All

Lessor: USA W-49629
Lease Date: April 1, 1975
Description: Township 25 North, Range 109 West
Section 28: SE/4
Section 33: E/2

Lessor: USA W-53403
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 33: W/2

Lessor: USA W-0325682
Lease Date: July 1, 1966
Description: Township 24 North, Range 109 West
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, S/2NE/4, N/2SE/4, SW/4SE/4

Lessor: USA W-40135
Lease Date: July 1, 1973
Description: Township 24 North, Range 110 West
Section 2: Lot 1, S/2NE/4

Description: Township 24 North, Range 110 West
Section 2: Lots 2, 3, 4, S/2NW/4

Lessor: USA W-84454
Lease Date: September 1, 1984
Description: Township 24 North, Range 109 West
Section 7: Lots 3, 4, 9, 10

C. The leases listed below under the Buckhorn Canyon, Fontenelle Dam, Four Mile Gulch, Horseshoe Bend and Roberson Creek Prospects are subject to the Farmout Agreement described as item d) under Farmout Agreements in Exhibit B and Donald B. Anderson, Ltd. is an owner of record of an interest in said leases:

PROSPECT NAME: Buckhorn Canyon

PROSPECT AREA:

Township 25 North, Range 111 West, 6th P.M.
Sections 2, 5, 9

Township 26 North, Range 111 West, 6th P.M.
Sections 19, 28, 32, 33, 35

Township 26 North, Range 112 West, 6th P.M.
Section 21

Township 27 North, Range 111 West, 6th P.M.
Sections 4, 12

Township 28 North, Range 111 West, 6th P.M.
Sections 28, 33

ANDERSON LEASEHOLD:

Lessor:	WYW-129142-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9064-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Lincoln
Description:	Township 25 North, Range 111 West, 6th P.M. Section 5: SW/4SE/4
Acreage:	40.00 acres, more or less.

Lessor:	W-125504-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6000-00
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Sweetwater
Description:	Township 25 North, Range 111 West, 6th P.M. Section 9: W/2, SE/4
Acreage:	480.00 acres, more or less.

[redacted] [redacted] [redacted]

Lessor:	WYW-129613-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9073-00
Lease Date:	07/01/93
Expiration:	06/30/03
State:	WY
County:	Sweetwater
Description:	Township 25 North, Range 111 West, 6th P.M. Section 2: Lot 2, SW/4NE/4 Section 9: NE/4
Acreage:	240.25 acres, more or less.

Lessor:	WYW-128709-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9057-00
Lease Date:	03/01/93
Expiration:	02/28/03
State:	WY
County:	Lincoln
Description:	Township 25 North, Range 111 West, 6th P.M. Section 5: Lots 1, 2, S/2NE/4 (AKA NE/4)
Acreage:	159.85 acres, more or less.

Lessor:	WYW-129143-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9065-00
Lease Date:	06/01/93
Expiration:	05/31/93
State:	WY
County:	Lincoln
Description:	Township 26 North, Range 111 West, 6th P.M. Section 19: E/2E/2 Section 32: W/2NE/4, N/2SE/4, SE/4SE/4
Acreage:	360.00 acres, more or less.

Lessor:	WYW-131918-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9088-00
Lease Date:	04/01/94
Expiration:	03/31/04
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 111 West, 6th P.M. Section 28: W/2NE/4, SE/4NE/4 Section 33: SW/4SW/4
Acreage:	160.00 acres, more or less.

Lessor:	WYW-123365-USA/BLM
Lessee:	Dalport Oil Corporation
Lease Number:	00075-U-9069-00
Lease Date:	03/01/91
Expiration:	02/28/96
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 111 West, 6th P.M. Section 35: E/2SE/4
Acreage:	80.00 acres, more or less.

Lessor:	WYW-126682-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-8200-00
Lease Date:	05/01/92
Expiration:	04/30/97
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 112 West, 6th P.M. Section 21: Lots 1, 4, 5, 8, E/2, M&B bed of Green River, M&B Riparian to Lots 1, 4, 5, 8
Acreage:	365.10 acres, more or less.

Lessor:	WYW-125958-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6800-00
Lease Date:	01/01/92
Expiration:	12/31/96
State:	WY
County:	Sublette
Description:	Township 27 North, Range 111 West, 6th P.M. Section 4: S/2 Section 12: SW/4SW/4
Acreage:	360.00 acres, more or less.

Lessor:	W-125505-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6100-00
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Sublette
Description:	Township 28 North, Range 111 West, 6th P.M. Section 28: SW/4 Section 33: NW/4, N/2SW/4, SE/4SW/4
Acreage:	440.00 acres, more or les.

PROSPECT NAME: Fontenelle Dam

PROSPECT AREA: Township 24 North, Range 112 West, 6th P.M.
Section 36: All

ANDERSON LEASEHOLD:

Lessor:	93-00137 State of Wyoming
Lessee:	LCM, Ltd.
Lease Number:	00112-S-0100-00
Lease Date:	04/02/93
Expiration:	04/02/98
State:	WY
County:	Lincoln
Description:	Township 24 North, Range 112 West, 6th P.M. Section 36: All
Acreage:	640.00 acres, more or less.

PROSPECT NAME: Four Mile Gulch

PROSPECT AREA: Township 24 North, Range 110 West, 6th P.M.
Section 32: All

ANDERSON LEASEHOLD:

Lessor:	WYW-129133-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9061-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater
Description:	Township 24 North, Range 110 West, 6th P.M. Section 32: N/2
Acreage:	320.00 acres, more or less.

PROSPECT NAME: Horseshoe Bend

PROSPECT AREA: Township 22 North, Range 110 West, 6th P.M.
Sections 5, 6, 14

Township 23 North, Range 110 West, 6th P.M.
Sections 14, 28, 31, 32, 33

ANDERSON LEASEHOLD:

Lessor:	WYW-117256-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-3900-00
Lease Date:	09/01/89
Expiration:	09/01/94
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 110 West, 6th P.M. Section 14: N/2, NE/4SW/4, SE/4
Acreage:	520.00 acres, more or less.

Lessor:	WYW-127343-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-8945-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 110 West, 6th P.M. Section 5: SW/4NW/4 Section 6: E/2SW/4
Acreage:	120.00 acres, more or less.

Lessor:	WYW-129611-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9072-00
Lease Date:	07/01/93
Expiration:	06/30/03
State:	WY
County:	Sweetwater
Description:	Township 23 North, Range 110 West, 6th P.M. Section 14: SE/4SE/4 Section 28: NE/4, N/2NW/4, SE/4NW/4, SW/4 Section 31: Lot 14, SE/4SW/4, SW/4SE/4, W/2 of Lot 15 Section 32: That portion of Lot 13 lying outside the Seedskadee National Wildlife Refuge as further described by metes and bounds in the lease WYW-129611.

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Section 33: SW/4SW/4, NW/4NE/4SE/4SW/4,
SW/4NE/4SE/4SW/4,
SE/4NE/4SE/4SW/4, NW/4SE/4SW/4,
S/2SE/4SW/4, S/2SW/4SE/4

Acreage: 747.13 acres, more or less.

PROSPECT NAME: Roberson Creek

PROSPECT AREA: Township 20 North, Range 113 West, 6th P.M.
Sections 4, 8, 22

Township 20 North, Range 114 West, 6th P.M.
Section 36

ANDERSON LEASEHOLD:

Lessor:	WYW-127346-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0300-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 22: All
Acreage:	640.00 acres, more or less.

Lessor:	W-106180-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00116-U-0100-00
Lease Date:	11/01/87
Expiration:	11/01/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 8: E/2
Acreage:	320.00 acres, more or less.

Lessor:	WYW-117260-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00116-U-0200-00
Lease Date:	09/01/89
Expiration:	09/01/94
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 4: Lots 1-4
Acreage:	181.26 acres, more or less.

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Lessor:	92-00416 State of Wyoming
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-S-1900-00
Lease Date:	12/02/92
Expiration:	12/02/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 114 West, 6th P.M. Section 36: All
Acreage:	640.00 acres, more or less.

D. The leases listed below under Wilson Ranch, Yellow Point, Seven Mile Gulch, River and Emigrant Springs Prospects are subject to the Farmout Agreement described as item c) under Farmout Agreements in Exhibit B and Donald B. Anderson, Ltd. is an owner of record of an interest in said leases:

PROSPECT NAME: Wilson Ranch

PROSPECT AREA: Township 20 North, Range 112 West, 6th P.M.
Section 6

Township 20 North, Range 113 West, 6th P.M.
Sections 14, 24, 26, 34

ANDERSON LEASEHOLD:

Lessor:	W-125506-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00109-U-0100-02
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 112 West, 6th P.M. Section 6: Lots 1 (9.44), 2 (9.32), 3 (9.20), 4 (11.93), 5 (52.77), 6 (52.31), 7 (51.84)
Acreage:	196.81 acres, more or less.

Lessor:	WYW-127348-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0500-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 34: All
Acreage:	640.00 acres, more or less.

Lessor:	W-106180-USA/BLM
Lessee:	Donald B. Anderson
Lease Number:	00116-U-0100-00
Lease Date:	11/01/87
Expiration:	11/01/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 14: N/2, W/2SW/4, SE/4
Acreage:	560.00 acres, more or less.

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Lessor:	WYW-127347-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0400-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 24: All
Acreage:	640.00 acres, more or less.

Lessor:	WYW-127346-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0300-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 26: W/2
Acreage:	320.00 acres, more or less.

PROSPECT NAME: Yellow Point

PROSPECT AREA: Township 20 North, Range 111 West, 6th P.M.
Section 6

ANDERSON LEASEHOLD:

Lessor:	WYW-130246-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9076-00
Lease Date:	09/01/93
Expiration:	08/31/03
State:	WY
County:	Sweetwater
Description:	Township 20 North, Range 111 West, 6th P.M. Section 6: Lots 8-14, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 (a/d/a All)
Acreage:	451.51 acres, more or less.

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PROSPECT NAME: Seven Mile Gulch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 18

ANDERSON LEASEHOLD:

Lessor:	W-55624-USA/BLM
Lessee:	Joseph C. Anderson
Lease Number:	00101-U-0100-01
Lease Date:	11/01/76
Expiration:	HBP
State:	WY
County:	Lincoln and Sweetwater
Description:	Township 21 North, Range 111 West, 6th P.M. Section 18: Lots 5, 6, 7, 8, E/2, E/2W/2
Acreage:	649.28 acres, more or less.

PROSPECT NAME: River

PROSPECT AREA: Township 23 North, Range 111 West, 6th P.M.
Sections 5, 6, 7, 8, 18

Township 24 North, Range 111 West, 6th P.M.
Section 31

Township 23 North, Range 112 West, 6th P.M.
Sections 1, 12

ANDERSON LEASEHOLD:

Lessor:	WYW-128179-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0300-00
Lease Date:	01/01/93
Expiration:	12/31/02
State:	WY
County:	Lincoln and Sweetwater
Description:	Township 23 North, Range 111 West, 6th P.M. Section 18: Lots 8-17, SE/4SW/4, NE/4SE/4, M&B Bed of Green River (as further described in the Lease), M&B riparian to Lots 8-10, 13-15
Acreage:	492.06 acres, more or less.

Lessor:	WYW-129140-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0400-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater and Lincoln
Description:	Township 23 North, Range 111 West, 6th P.M. Section 5: Tract 38A Section 6: Lots 14, 15, 20-22, 27, Tract 38A, 38B Section 7: Lots 16-24, Tracts 38A, 38B, 38C, 38D Section 8: Tract 38A, 38D
Acreage:	596.00 acres, more or less.

Lessor:	Shaver, Stella C. and Gaius R. Shaver
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AA-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln

Description: Township 23 North, Range 111 and 112 West, 6th P.M.
Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage: 230.00 acres, more or less.

Lessor: Chrisman, John N. and Nadine Chrisman
Lessee: Dolar Oil Properties
Lease Number: 00112-F-03AB-00
Lease Date: 06/01/90
Expiration: 06/01/95
State: WY
County: Lincoln
Description: Township 23 North, Range 111 and 112 West, 6th P.M.
Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage: 230.00 acres, more or less.

Lessor: Sears, Frank E., a widower and Frank Sears, a single man
Lessee: Dolar Oil Properties
Lease Number: 00112-F-03AC
Lease Date: 06/01/90
Expiration: 06/01/95
State: WY
County: Lincoln
Description: Township 23 North, Range 111 and 112 West, 6th P.M.
Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage: 230.00 acres, more or less.

Lessor: Johnson, Pamela C. and Lou W. Johnson
Lessee: Dolar Oil Properties
Lease Number: 00112-F-03AD-00
Lease Date: 06/01/90
Expiration: 06/01/95
State: WY
County: Lincoln
Description: Township 23 North, Range 111 and 112 West, 6th P.M.

	Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Chrisman, Penny D.
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AE-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Estate of Harriet E. Chrisman and Charles G. Chrisman, a single man
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AF-01
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Taliaferro, William R.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AA-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 and 24 North, Range 111 West, 6th P.M. Section 31 and 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37

Acreage:	Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River. 318.62 acres, more or less.
Lessor:	Taliaferro, Susan
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AB-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.
Lessor:	Taliaferro, Thomas S. and Linda
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AC-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Lewis, Helen Marie
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AD-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Lupcho, Estate of Linda L.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AE-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Vaughn, Merle D. & Betty R.
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-F-0200-00
Lease Date:	05/22/90
Expiration:	05/22/98
State:	WY
County:	Lincoln

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Description:

Township 23 North, Range 111 West, 6th P.M.
Section 6: Lots 17, 19, 28, 29, 30 and the riparian rights along the Green River
Township 23 North, Range 112 West, 6th P.M.
Section 1: Lots 5, 17, 18
The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.

Acreage:

199.89 acres, more or less.

[redacted] [redacted] [redacted]

PROSPECT NAME: Emigrant Springs

PROSPECT AREA: Township 23 North, Range 112 West, 6th P.M.
Sections 2, 3, 4, 7, 8, 9, 10, 11, 17

ANDERSON LEASEHOLD:

Lessor:	WYW-127751-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0100-00
Lease Date:	11/01/92
Expiration:	10/31/97
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 9: SE/4 Section 10: SW/4, W/2SE/4
Acreage:	400.00 acres, more or less.

Lessor:	WYW-129146-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0200-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 2: Lots 9-16, SW/4 Section 3: Lots 9-16, S/2 Section 4 Lots 9, 11-14, S/2 Section 9: NW/4, NE/4SW/4 Section 10: E/2SE/4 Section 11: NW/4
Acreage:	2080.00 acres, more or less.

Lessor:	Taliaferro, William R.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AA-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

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Lessor: Taliaferro, Susan
Lessee: Loma Energy Corp.
Lease Number: 00112-F-01AB-00
Lease Date: 04/30/93
Expiration: 04/30/98
State: WY
County: Lincoln
Description: Township 23 North, Range 112 West, 6th P.M.
Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4
Section 8: SW/4SW/4
Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage: 480.00 acres, more or less.

Lessor: Taliaferro, Thomas S. and Linda
Lessee: Loma Energy Corp.
Lease Number: 00112-F-01AC-00
Lease Date: 04/30/93
Expiration: 04/30/98
State: WY
County: Lincoln
Description: Township 23 North, Range 112 West, 6th P.M.
Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4
Section 8: SW/4SW/4
Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage: 480.00 acres, more or less.

Lessor: Lewis, Helen Marie
Lessee: Loma Energy Corp.
Lease Number: 00112-F-01AD-00
Lease Date: 04/30/93
Expiration: 04/30/98
State: WY
County: Lincoln
Description: Township 23 North, Range 112 West, 6th P.M.
Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4
Section 8: SW/4SW/4
Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage: 480.00 acres, more or less.

Lessor:	Lupcho, Estate of Linda L.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AE-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	<u>Township 23 North, Range 112 West, 6th P.M.</u> Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

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E. The lease listed below is subject to the Farmout Agreement described as item e) under Farmout Agreements in Exhibit B and Donald B. Anderson, Ltd. is an owner of record of an interest in said leases:

PROSPECT NAME:	South Legacy
PROSPECT AREA:	Township 22 North, Range 111 West, 6th P.M. Section 24
ANDERSON LEASEHOLD:	
Lessor:	WYW-129139-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9062-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 111 West, 6th P.M. Section 24: All
Acreage:	640.00 acres, more or less.

F. The leases listed below are subject, as applicable, to the Farmout Agreements described as items f), g), h), i) and j) under Farmout Agreements in Exhibit B:

Lessor:	Champlin Petroleum Company
Lessee:	Amoco Production Company (the owner of record)
Lease Date:	04/30/76
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 111 West Section 29: S/2, NW/4

Lease Number:	W-125503
Description:	Township 22 North, Range 111 West Section 32: E/2, SW/4, E/2NW/4, SW/4NW/4 Presidio Exploration, Inc. is the owner of record

Lease Number:	W-_____
Description:	Township 22 North, Range 111 West Section 32: NW/4NW/4 General Atlantic Resources, Inc. is the owner of record

Permitted Encumbrances:

The agreements described in Exhibit B to this instrument and the below matters are Permitted Encumbrances to the extent same are valid and existing and affect the interest of Mortgagor:

1. Production Marketing Agreements:

a) Gas Purchase Contract dated May 11, 1992, by and between Amoco Energy Trading Corporation and Bannon Energy Incorporated and Belco Oil & Gas Corp.

b) Gathering Service Agreement dated July 1, 1992, by and between Presidio Exploration, Inc. and Mountain Gas Resources, Inc.

c) Assignment of Processing Rights dated July 1, 1992, by and between Presidio Exploration, Inc. and Mountain Gas Resources, Inc.

d) Gas Purchase Agreement dated February 1, 1994, by and between Western Gas Resources, Inc. and Bannon Energy Incorporated.

e) Gas Gathering Agreement dated April 15, 1993, by and between Donald B. Anderson, Ltd. d/b/a Anderson Oil Company and Questar Pipeline Company.

2. Other Contracts and Agreements:

a) Unit Agreement (Whiskey Buttes Unit), as amended, dated approved December 12, 1973, by and between Amoco Production Company, as operator, and numerous companies and individuals, as non-operators.

b) Unit Operating Agreement (Whiskey Buttes Unit) dated approved December 12, 1973, by and between Amoco Production Company, as operator, and numerous companies and individuals, as non-operators.

c) Letter Agreement dated October 8, 1993, by and between Anadarko Petroleum Corporation and Presidio Exploration, Inc.

d) Letter Agreement dated May 26, 1994, by and between GCIL III Limited Partnership and Presidio Exploration, Inc.

e) Letter Agreement dated February 18, 1994, by and between North American Resources Company and Presidio Exploration, Inc.

f) Farmout-Farmout Option and Operating Agreement, as amended, dated March 14, 1994, by and between Axem Energy Co. and Presidio Exploration, Inc.

g) Letter Agreement dated January 6, 1994, by and between Medallion Petroleum, Inc. and Presidio Exploration, Inc.

h) Letter Agreement dated December 16, 1993, by and between FMC Corporation and Presidio Exploration, Inc.

i) Letter Agreement dated February 18, 1993, by and between FMC Corporation and Presidio Exploration, Inc.

j) Well Option Agreement dated April 20, 1993, as amended, by and between Marathon Oil Company and Presidio Exploration, Inc.

k) Operating Agreement dated November 1, 1993, by and between Presidio Exploration, Inc. and Yates Petroleum Corporation, Yates Drilling Company, ABO Petroleum Corporation and Myco Industries, Inc.

l) 1982 Mid Year Drilling Program Participation Agreement dated November 1, 1982, by and between Energetics, Inc. and General Hydrocarbons 1982 Oil & Gas Program.

m) Operating Agreement dated June 27, 1983, but effective December 1, 1979, by and between HPC, Inc. and Amoco Production Company, Energy Reserves Group, Estate of William G. Helis, a Partnership, FMC Corporation, Marathon Oil Company, Panhandle Western Gas Company, Southland Royalty Company and Texas Gas Exploration Corp. There is an attached "Gas Balancing Agreement."

EXHIBIT B
TO
MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT AND FINANCING STATEMENT

Farmout Agreements

a) Participation Agreement dated September 1, 1993, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated (Genoa Ranch Prospect, etc., Lincoln and Sweetwater Counties, Wyoming), as amended including by letter agreement dated March 8, 1994 between Presidio Oil Company and Bannon Energy Incorporated.

b) Participation Agreement dated October 15, 1993, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated (Lodgepole Prospect, etc., Sweetwater County, Wyoming), as amended.

c) Farmout Agreement dated March 28, 1994, as amended, by and between Donald B. Anderson LTD., Donald B. Anderson, an individual, and Windward Limited Liability Company and Bannon Energy Incorporated (Wilson Ranch Prospect, etc., Sweetwater and Lincoln Counties, Wyoming).

d) Farmout Agreement dated March 28, 1994, by and between Donald B. Anderson LTD., Donald B. Anderson, an individual, and Windward Limited Liability Company and Bannon Energy Incorporated (Buckhorn Canyon Prospect, etc., Sweetwater and Lincoln Counties, Wyoming).

e) Farmout Agreement dated April 12, 1994, by and between Donald B. Anderson LTD. and Bannon Energy Incorporated (South Legacy Prospect, Sweetwater County, Wyoming).

f) Farmout Contract dated May 1, 1992, by and between Amoco Production Company and Belco Oil & Gas Corp. and Bannon Energy Incorporated (oil is being purchased by virtue of this agreement) but only insofar as same covers interests excluded from the Bannon/Belco AMI.

g) Participation Agreement dated March 15, 1994, by and between Bannon Energy Incorporated and General Atlantic Resources, Inc. There is an attached "Gas Balancing Agreement" (all of Section 29 and the NW 1/4 NW 1/4 of Section 32, Township 22 North, Range 111 West, Sweetwater County, Wyoming).

h) Farmout Option Letter Agreement dated March 23, 1994, by and between Donald B. Anderson LTD. and Bannon Energy Incorporated.

i) Farmout Option Letter Agreement dated March 17, 1994, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated and General Atlantic Resources,

Inc. (regarding Farmout Option Offer, Township 22 North, Range 111 West, Section 32; all but NE4 NE4, Sweetwater County, Wyoming, Rainbow Arch Prospect).

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RHM 06/10/94 3:47pm

No Pages
229, 230, 231,
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WI[redacted]ECORDED MAIL TO:
VINSON & ELKINS L.L.P.
2300 First City Tower
1001 Fannin Street
Houston, TX 77002-6760
Attn: Crystal L. Lightfield

CONVEYANCE OF OVERRIDING ROYALTY

This Conveyance of Overriding Royalty (this "Conveyance") is from **BANNON ENERGY INCORPORATED**, a Texas corporation, whose address is 3934 FM 1960 West, Suite 240, Houston, Texas 77068 ("Grantor"), to **JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP**, a Delaware limited partnership, whose address is 1400 Smith Street, Houston, Texas 77002 ("Grantee").

WHEREAS, Grantor has agreed to convey to Grantee an overriding royalty interest in the undivided oil and gas leasehold interests described on Exhibit A hereto; 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 and No/100 Dollars ($1000.00) and other good and valuable consideration to Grantor cash in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, SET OVER** and **DELIVER** unto Grantee effective as of the date hereof an overriding royalty interest in each of the Subject Interests and in and to the Hydrocarbons in and under and that may be produced, saved and sold from the Subject Interests equal to the Overriding Royalty Percentage of the Net Profit attributable to the Subject Interests, together with all and singular the rights and appurtenances thereto in anywise belonging (the "Overriding Royalty").

TO HAVE AND TO HOLD the Overriding Royalty unto Grantee, its successors and assigns forever, subject to the following terms, provisions and conditions.

Section 1.02 Non-Operating Interest. The Overriding Royalty conveyed hereby is a non-operating, non-expense-bearing interest (being a real property interest) in and to the Subject Interests and 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 Subject Hydrocarbons. This Conveyance is a conveyance of a real property interest.

246951

RECORDED June 20 19 94 8:35 AM
IN BOOK 970+6 PAGE 233
FEES $ 140.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

ARTICLE II

DEFINITIONS

As used herein and in the exhibits hereto, the following terms shall have the respective meanings ascribed to them below:

"Abandonment Cost Account" shall have the meaning attributed to it in Section 3.07 hereof.

"Abandonment Costs" shall mean the actual costs of plugging and abandoning the Subject Wells, the costs of dismantling and salvaging equipment, pipelines and other facilities and structures on the Subject Interests and other costs associated with restoration of the Subject Interests in accordance with applicable law (and, if applicable the rules and regulations of the Bureau of Land Management of the U.S. Department of the Interior), net of estimated salvage value of any salvageable equipment or personalty related to the Subject Interests.

"Accounting Procedure" shall mean as to each Subject Interest the COPAS accounting procedure attached to and made a part of the operating agreement applicable to such Subject Interest, or where there are multiple operating agreements involved, the COPAS accounting procedure attached to and made a part of the operating agreement most recently dated, or in the event there is no such operating agreement, the accounting procedure attached hereto as Exhibit B.

"Affiliate" shall mean any person or entity which either, directly or indirectly, controls, is controlled by or is under common control with the party. For purposes hereof "control" means the right or power to direct the policies or the policies of another through management authority, stock ownership, delegated authority, voting rights or otherwise.

"Btu" means the amount of energy required to raise the temperature of one (1) pound of pure water one degree Fahrenheit (1°F.) from fifty-nine degrees Fahrenheit (59°F.) to sixty degrees Fahrenheit (60°F.) under a constant pressure of 14.73 pounds per square inch absolute.

"Business Day" means each day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the States of Wyoming or Texas.

"Commencement Time" means the date on which payments under this Conveyance become operative and which shall be the date which is the earliest to occur of either (i) the Final Maturity Date, (ii) the date the aggregate outstanding principal balance of the Note plus all accrued interest has been paid in full with Borrower having no right to receive additional loans under the Loan Agreement or (iii) the outstanding principal balance of the Note is zero for 120 consecutive days.

"GAAP" shall mean generally accepted accounting principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board and/or their respective successors and which are applicable in the circumstances as of the date in question. Accounting principles are applied on a "consistent basis" when the accounting principles observed in a current period are comparable in all material respects to those accounting principles applied in a preceding period.

"Gas" means natural gas and other gaseous hydrocarbons.

"Gross Proceeds" means, without duplication, the aggregate gross amount determined in accordance with GAAP received by Grantor from the Sale of Subject Hydrocarbons and Manufacturing Proceeds (less amounts paid for existing royalties, overriding royalties, net profits interests and other burdens described in clause (a) of the definition of "Permitted Encumbrances" below) subject to the following:

(a) Gross Proceeds shall include all consideration received, directly or indirectly, from Sales of Subject Hydrocarbons, including without limitation advance payments, payments under take or pay or similar provisions of production sales agreements and payments for natural gas liquids which may be extracted from any Gas;

(b) If any proceeds are withheld from Grantor by a Non-Affiliate for any reason (other than at the request of Grantor or due to the negligence or wilful misconduct of Grantor) such proceeds shall not be considered to be Gross Proceeds until such proceeds are actually received by Grantor; provided, however the Gross Proceeds shall not include any interest, penalty or other amount that is not derived from the Sale of Subject Hydrocarbons, but, instead, Grantor shall make payment directly to Grantee of the Overriding Royalty Percentage of any such interest, penalty or other amounts paid to Grantor by the purchaser of Subject Hydrocarbons; and

(c) Gross Proceeds shall include any gains or losses realized by Grantor pursuant to the ISDA Master Agreement (as defined in the Loan Agreement), but shall not include any gains or losses realized by Grantor under any other price swaps, options, floors, caps or other similar commodity price hedge entered into by Grantor.

"Hydrocarbons" means Oil and Gas.

"Lease" means an oil and gas lease described, referred to or identified in Exhibit A attached hereto and made a part hereof for all purposes, as to all lands and depths described in such lease (or the applicable part or portion thereof if specifically limited in depth and/or 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 (1) year after expiration of the predecessor lease), as to all lands and depths described in the predecessor lease (unless the predecessor lease is specifically limited in depth or areal extent in Exhibit A in which event only such portion of such lease shall be considered a renewal or extension or a replacement lease subject to this Conveyance); and "Leases" means all such leases and all such renewals and extensions and replacement leases.

"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 pool, unit or communitized area in which the Leases are pooled, unitized or communitized for drilling and production operations conducted prudently and in good faith for the purpose of producing, treating and marketing Hydrocarbons from the Leases or from such pool, unit or communitized area, but only for so long as and to the extent such Hydrocarbons are so used.

"Loan Agreement" means the Loan Agreement dated June 6, 1994 between Grantor, as Borrower, and Grantee, as Lender, as amended, modified or supplemented from time to time.

"Local Time" means Mountain Standard Time or Mountain Daylight Savings Time in effect on the date in question at the location of the Subject Interest.

"Manufacturing Costs" shall mean the costs of Processing any Subject Hydrocarbons that generate Manufacturing Proceeds.

"Manufacturing Proceeds" shall mean the excess, if any, of (i) proceeds realized by Grantor from the Sale of Subject Hydrocarbons, and any products thereof, that have been Processed or are the result of any Processing over (ii) the amount of such proceeds that would have been realized by Grantor by the Sale of such Subject Hydrocarbons before any Processing.

"Month" means a calendar month.

"Net Profit" means the amount by which cumulative Gross Proceeds exceeds cumulative Production Costs.

"Non-Affiliate" shall mean with respect to Grantor, any person or entity who is not an Affiliate of Grantor.

"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 (express or deemed) by Grantor not to participate in the particular operation, provided such election by Grantor not to participate has been made in good faith and as a prudent operator.

"Non-Consent Provision" means a contractual provision contained in an applicable 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 (whether with or without penalties) of the consenting or participating parties.

"Oil" means crude oil, condensate and other liquid hydrocarbons.

"Oil and Gas Interest" means Grantor's interests in (i) the Leases described, referred to or identified in Exhibit A attached hereto and made a part hereof for all purposes, as to all lands and depths described in such Leases (or the applicable part or portion thereof if specifically limited in depth and/or areal extent in Exhibit A), (ii) any rights that arise by contract, operation of law or otherwise in all lands spaced, pooled, unitized, communitized or consolidated with such Leases; and (iii) all oil, condensate or natural gas wells, either located on or attributable to such Leases by spacing, pooling, unitization, communization or consolidation.

"Overriding Royalty" shall have the meaning given such term in Section 1.01 hereof.

"Overriding Royalty Percentage" means 33-1/3%.

"Past-Due Rate" means 18% per annum, but not more than the maximum nonusurious rate permitted by applicable law.

"Payment Date" means the 15th day of each Month commencing with the 15th day of the Month first occurring after the Commencement Date.

"Permitted Encumbrance" means the following:

(a) lessors' royalties, overriding royalties, reversionary interests and similar burdens which do not reduce the applicable net revenue interests set forth on Exhibit A;

(b) sales contracts terminable without penalty upon no more than thirty (30) days notice to the purchaser, sales contracts for any longer period of time containing floating rate payment provisions, and long term fixed price sales contracts;

(c) liens for taxes or assessments not yet delinquent or which are being contested in good faith by Grantor and for which adequate reserves have been made in accordance with GAAP;

(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 or which are being contested in good faith by Grantor and for which adequate reserves have been made in accordance with GAAP;

(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 Oil and Gas Interests which taken individually or together do not: (i) secure an obligation in respect of borrowed money; (ii) interfere materially with the operation, value or use of any of the Oil and Gas Interests; (iii) prevent Grantor from receiving the proceeds of production from Oil and Gas Interests or Grantee from receiving its interests provided for hereunder; (iv) except as allowed under (g) below, reduce the net revenue interests set forth in Exhibit A; or (v) except as allowed under (g) below, increase the portion of the costs and expenses relating to any Oil and Gas Interests that Grantor is obligated to pay above the operating rights or working interest share set forth in Exhibit A;

(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; and

(h) conservation orders of governmental authorities having jurisdiction over the Oil and Gas Interests (including, without limitation, spacing, pooling, increased density, location exception, allowable and other similar orders).

(i) encumbrances expressly contemplated by any agreements farming in Subject Interests;

(j) encumbrances to which Subject Interests to be acquired (not including Subject Interests earned under any farmin/farmout agreement) are subject at the time Grantor acquires an interest therein.

(k) the Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated as of June 6, 1994 executed by Grantor in favor of Grantee, as amended, supplemented or otherwise modified from time to time.

"Processing" means to manufacture, fractionate or refine Subject Hydrocarbons, but such term does not mean or include the use of normal lease or well equipment (such as dehydrators, gas treating facilities, separators, heater-treaters, lease compression facilities, injection or recycling equipment, tank batteries, field gathering systems, pipelines and equipment and so forth) or other normal operations on any of the Subject Interests.

"Production Costs" means, without duplication, all of the following costs paid by Grantor with respect to the Subject Interests:

(i) all direct costs of operating, producing, and maintaining the Subject Interests determined in accordance with the Accounting Procedure;

(ii) all direct costs of gathering, transporting and marketing production from the Subject Interests;

(iii) all direct capital expenditures in connection with the Subject Interests;

(iv) all Taxes (including those paid by Grantor under Section 1.04) paid by Grantor with respect to the ownership of the Subject Interests;

(v) all insurance premiums paid by Grantor for insurance actually carried with respect to the Subject Interests, or incident to the operation or maintenance of the Subject Interests;

(vi) amounts attributable to the Subject Interests and chargeable as overhead charges under the Accounting Procedure;

(vii) all amounts deposited by Grantor in the "Abandonment Cost Account" pursuant to Section 3.07, and all Abandonment Costs (except for those costs, a portion of which is paid out of the Abandonment Cost Account); and

(viii) all Manufacturing Costs for Processing any Subject Hydrocarbons.

Notwithstanding anything to the contrary set forth herein, Production Costs shall include all payments of Monthly Net Cash Flow applied toward payment of interest and principal on the Note until the Note shall be paid in full.

Notwithstanding anything to the contrary set forth herein, Production Costs shall not include any of the following:

(a) any profit or rate of return on investment, any interest, premiums, fees or similar charges arising out of borrowings or purchases on credit, depreciation, depletion or amortization of costs;

(b) any general, administrative or office charges or overhead, except as permitted under clause (vi) of the definition of Production Costs;

(c) any expenses, penalties, interest or other charges which result from the failure of Grantor to properly discharge all costs and expenses (including Taxes) of developing, operating and maintaining the Subject Interests;

(d) any damages, penalties, interest or other charges paid by Grantor to any third party or governmental agency, commission or similar body arising from any conduct or omission by Grantor in its capacity as operator of any the Subject Interests and any costs and expenses

(including attorneys' fees) incurred in defending any such action the ultimate result of which is unfavorable to Grantor;

(e) any costs of acquiring, constructing, operating or maintaining any facility, plant, equipment or transmission pipeline for Processing any Subject Hydrocarbons or any other Hydrocarbons; and

(f) all costs, expenses and damages incurred by Grantor as the result of the failure of Grantor to obtain or carry, or cause any applicable parties to obtain or carry, the types or amounts of insurance coverage agreed upon by Grantor and Grantee, but all costs, expenses and damages which are subject to deductible amounts under any such insurance coverage shall be included in Production Costs to the extent of such deductible amounts agreed upon by Grantor and Grantee.

Notwithstanding anything to the contrary set forth herein, Production Costs shall be reduced (not below zero) by the following:

(1) the gross proceeds received by Grantor from the Sale of any materials, supplies, equipments and other personal property or fixtures, or any part thereof or interest therein, located on or used in connection with the Subject Interests;

(2) all insurance proceeds received by Grantor as a consequence of the loss or damage to the Subject Interests, or any part thereof or interest therein, or any materials, supplies, equipment or other personal property or fixtures located on or used in connection with any of the Subject Interests, or any Subject Hydrocarbons;

(3) the proceeds of all judgments and claims received by Grantor for damages to the Subject Interests, or any part thereof or interest therein, or any materials, supplies, equipment or other personal property or fixtures, or any part thereof or interest therein, located on or used in connection with any of the Subject Interests, or any Subject Hydrocarbons;

(4) all proceeds of and/or from each of the following amounts received by Grantor with respect to the Subject Interests (i) delay rentals, (ii) lease bonuses, (iii) shut-in gas well royalties or payments, (iv) rentals from reservoir use or storage, and (v) payments in connection with the drilling or deferring of any well on any of the Subject Interests; and

(5) all other monies and things of value which are received by Grantor by virtue of the ownership of the Subject Interests and the materials, supplies, equipment and other personal property and fixtures located on or used in connection with the Subject Interests.

If the aggregate reduction to Production Costs in any Month would reduce Production Costs below zero, the excess shall be carried forward and applied to reduce Production Costs in subsequent months until fully applied.

"Sale" shall mean any sale, exchange, or other disposition for value.

"Subject Hydrocarbons" means that portion of the Hydrocarbons and Third-Party Non-Consent Hydrocarbons allocated to the Subject interests that may be produced after the Commencement Time from the Subject Interests and which are attributable to the Subject Interests after deducting all royalties, overriding royalties, production payments and other burdens on or out of production from the Subject Interests; provided that there shall be no deduction for any Hydrocarbons which are required to satisfy any burden applicable to the Subject Interests created on or after the date hereof (other than as contemplated in a Permitted Encumbrance) or required to satisfy the Overriding Royalty.

"Subject Interests" or "Subject Interest" means all right, title, interest or claim of every kind and character of Grantor in the Oil and Gas Interests on wells funded by Grantee pursuant to the Loan Agreement and any pooled, communitized or unitized interests associated therewith, whether now existing or hereafter arising provided, however, in cases where Grantee has not funded costs for completion, recompletion, plugging back or reworking operations, or cost overruns on an AFE, Grantor shall have received its 200 % penalty prior to revenues and costs with respect to such wells being part of Gross Proceeds and Production Costs. It is agreed that if Grantor's interest so funded by Lender is incorrectly or incompletely described in Exhibit A (as the same may be enlarged or diminished by the discharge of any burdens or the removal of any charges or encumbrances or the occurrence of some event to which any of the same may be subject), this conveyance nevertheless covers the interest so funded. There is expressly excluded from the term Subject Interests any interest in any Oil and Gas Interest acquired by Grantor which is not an Oil and Gas Interest as to which Grantee has advanced funds under the Loan Agreement.

"Subject Wells" means any and all wells from which Subject Hydrocarbons are produced now located on the Leases or hereafter drilled or participated in by Grantor 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, from the surface to the total depth to which any such well or wells may be drilled.

"Taxes" means all ad valorem, property, occupation, gathering, pipeline regulating, windfall profit, severance, gross production, Btu, energy, excise and other taxes and governmental charges and assessments (except taxes on or measured by the income of Grantee) imposed on the Subject Interests or the Overriding Royalty or production allocated thereto, including the Overriding Royalty Hydrocarbons.

"Third Party 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

the closing of Grantor's purchase of the Overriding Royalty, Grantee shall deliver to Grantor an assignment of the Overriding Royalty effective as of the effective date used to determine the purchase price and containing a special warranty of title as to matters arising by, through and under Grantee, but not otherwise.

Section 3.06 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.

Section 3.07 Abandonment Cost. Upon request from Grantor to Grantee, Grantee and Grantor shall agree to establish a separate account for anticipated Abandonment Costs ("Abandonment Cost Account") and to deposit sufficient amounts therein for subsequent use in connection with Abandonment Costs.

Section 3.08 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. Notwithstanding any other provision of this Instrument, if any right, interest or estate in property granted by this Instrument or pursuant hereto does not vest upon the date hereof, such right, interest or estate shall vest, if at all, within 21 years less 1 day after the death of the last surviving descendant of Joseph P. Kennedy, father of John F. Kennedy, former President of the United States of America, who is living on the date of the execution of this Instrument by Grantor or the effective date hereof, whichever is earlier.

Section 3.09 Not to Secure Indebtedness. Notwithstanding anything contained herein to the contrary, this Conveyance is not given to secure any indebtedness and nothing contained herein shall be construed or implied to the contrary.

EXECUTED in multiple originals in Cheyenne, Wyoming as of the 6th day of June, 1994.

ATTEST:

By: _____
Name: _____
Title: Assistant Secretary

(Corporate Seal)

GRANTOR:

BANNON ENERGY INCORPORATED

By: _____
Name: Russell A. Chabaud
Title: President

ATTEST:

By: Deborah S Culver
Name: DEBORAH S. CULVER
Title: ASST. Secretary

(Corporate Seal)

GRANTEE:

JOINT ENERGY DEVELOPMENT INVESTMENTS LIMITED PARTNERSHIP

By: Enron Capital Corp., a Delaware corporation, its general partner

By: Jere C Overdyke
Name: Jere C. Overdyke
Title: VICE PRESIDENT

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06/06/94 12:21am

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Russell A. Chabaud, President of Bannon Energy Incorporated, a Texas corporation, this 6th day of June, 1994.

Witness my hand and official seal.

(NOTARIAL SEAL)

NADINE KORHONEN - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 26, 1997

Nadine Korhonen
Notary Public
Name: NADINE KORHONEN
Address: 740 BUCKBLADE DR.
CHEYENNE, WY 82001

My commission expires: 4/26/97

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Jere C. Overdyke, _____ of Enron Capital Corp., a Delaware corporation, general partner of Joint Energy Development Investments Limited Partnership, a Delaware limited partnership, this 6th day of June, 1994.

Witness my hand and official seal.

(NOTARIAL SEAL)

NADINE KORHONEN NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR 26, 1997

Nadine Korhonen
Notary Public
Name: NADINE KORHONEN
Address: 740 EVERGLADE DR.
CHEYENNE WY. 82001

My commission expires: 4/26/97

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EXHIBIT A

To Conveyance of Overriding Royalty

All interests of Grantor[1] now owned or hereafter acquired in and to the below described leases insofar as same are or will be derived from Grantor's rights under the agreements described in Exhibit A-1 to this Conveyance:

A. The leases listed under the Genoa Ranch, Mandalay Ranch, Yellow Point and Storm Shelter Prospects are subject to the agreement described as item 1.a) in Exhibit A-1:

PROSPECT NAME: Genoa Ranch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 4: All
Section 5: All
Section 6: E/2
Section 7: E/2
Section 8: All
Section 17: All
Section 18: E/2
Section 19: All
Section 20: All
Lincoln and Sweetwater Counties, Wyoming

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from this Conveyance.

PEI Lease No.:	5103245
Lessor:	USA W-108099
Lessee:	T. A. Kritikos
Effective Date:	March 1, 1988
Expiration Date:	March 1, 1993
* Pooled Working Interest	
Legal Description:	Township 21 North, Range 111 West Section 8: All

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[1] May vary in amount and as to depth. Also subject to efforts of unitization, creation, contraction and enlargement of participating areas where applicable.

116655

PEI Lease No.: 5102572
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1

* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 17: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 5102574
Lessor: Champlin Petroleum Company
Lessee: Amoco Production Company
Effective Date: October 24, 1975
Expiration Date: HBP
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 17: W/2, SE/4

PEI Lease No.: 6502010
Lessor: USA W-99650
Lessee: General Atlantic Energy Corp.
Effective Date: May 1, 1986
Expiration Date: March 29, 1994
* Pooled Working Interest
Legal Description: Township 21 North, Range 111 West
Section 20: E/2

PEI Lease No.: To be issued
Lessor: USA W-130733
Lessee: High Plains Energy Associates
Effective Date: To be issued
Expiration Date: To be issued
Legal Description: Township 21 North, Range 111 West
Section 4: Lots 5-8, S/2N/2, S/2
Section 6: SE/4SE/4

* Leasehold interest subjects to October 3, 1988, Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, T21N-R111W.

[redacted] [redacted] [redacted]

PROSPECT NAME: Mandalay Ranch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 3: All
Section 9: All
Section 10: All
Section 15: All
Section 16: All
Section 21: All
Section 22: All
Sweetwater County, Wyoming

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from this Conveyance.

PEI Lease No.:	5102569
Lessor:	USA W-75895
Lessee:	Haresh R. Shah
Effective Date:	August 1, 1982
Expiration Date:	March 29, 1994
* Pooled Working Interest	
Legal Description:	Township 21 North, Range 111 West Section 10: NE/4
PEI Lease No.:	6502151
Lessor:	USA W-106387
Lessee:	General Atlantic Energy Corp.
Effective Date:	December 1, 1987
Expiration Date:	March 29, 1994
* Pooled Working Interest	
Legal Description:	Township 21 North, Range 111 West Section 22: NE/4, S/2
PEI Lease No.:	5102568
Lessor:	Union Pacific Land Resources
Lessee:	Union Pacific Resources Co.
Effective Date:	October 3, 1988
Expiration Date:	For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1
* Pooled Working Interest	
Legal Description:	Township 21 North, Range 111 West Section 9: NE/4, from the surface to total depth drilled in the St. WY AH #1

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PEI Lease No.: 5102570
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from the St. WY AH #1

* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 15: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 5102573
Lessor: Union Pacific Land Resources
Lessee: Union Pacific Resources Co.
Effective Date: October 3, 1988
Expiration Date: For term of 10/03/88 Joint Operating Agreement, currently determined by production from St. WY AH #1

* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 21: NE/4, from the surface to total depth drilled in the St. WY AH #1

PEI Lease No.: 6502156
Lessor: USA W-100299
Lessee: Blanche Welch Doeringsfeld
Effective Date: August 1, 1986
Expiration Date: August 1, 1996
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 10: W/2, SE/4

PEI Lease No.: 5102574
Lessor: Champlin Petroleum Company
Lessee: Amoco Production Company
Effective Date: October 24, 1975
Expiration Date: HBP
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West
Section 9: W/2, SE/4
Section 15: W/2, SE/4
Section 21: W/2, SE/4

PEI Lease No.: 6502010
Lessor: USA W-99650
Lessee: General Atlantic Energy Corp.
Effective Date: May 1, 1986
Expiration Date: March 29, 1994
* Pooled Working Interest
Legal Description:

Township 21 North, Range 111 West

	Section 22: NW/4
PEI Lease No.:	5102571
Lessor:	St. WY 85-00480
Lessee:	Double Eagle Petroleum & Mining
Effective Date:	August 2, 1985
Expiration Date:	HBP
* Pooled Working Interest	
Legal Description:	<u>Township 21 North, Range 111 West</u> Section 16: All excluding all rights to the St. WY AH #1

* Leasehold interest subject to October 3, 1988, Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, T21N-R111W.

PROSPECT NAME: Yellow Point

PROSPECT AREA:

Township 20 North, Range 111 West, 6th P.M.
Section 4: N/2
Section 5: N/2
Section 6: N/2
Township 21 North, Range 111 West, 6th P.M.
Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 27: All
Section 34: All
Section 35: All
Section 36: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from this Conveyance.

PEI Lease No.:	6502011
Lessor:	USA W-99651
Lessee:	General Atlantic Energy Corp.
Effective Date:	May 1, 1986
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 26: All

PEI Lease No.:	6502012
Lessor:	USA W-99652
Lessee:	General Atlantic Energy Corp.
Effective Date:	May 1, 1986
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 34: SW/4

PEI Lease No.:	6502152
Lessor:	USA W-106389
Lessee:	General Atlantic Energy Corp.
Effective Date:	December 1, 1987
Expiration Date:	August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED
Legal Description:	Township 21 North, Range 111 West Section 34: N/2, SE/4

[redacted] [redacted] [redacted]

PEI Lease No.: 5102683
Lessor: USA W-101267
Lessee: Mathew Wolf
Effective Date: September 1, 1986
Expiration Date: August 26, 1993 - BLM SUSPENSION OF TERM REQUESTED

Legal Description: Township 21 North, Range 111 West
Section 24: All

PROSPECT NAME: Storm Shelter

PROSPECT AREA: Township 23 North, Range 111 West, 6th P.M.
Section 17: All
Section 20: All
Section 29: All
Section 32: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from this Conveyance.

PEI Lease No.: 6701846
Lessor: USA W-0323106
Lessee: Edward Boland
Effective Date: April 1, 1966
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: SW/4SW/4

PEI Lease No.: 6701856
Lessor: USA W-40137
Lessee: Alice A. Sheverbush
Effective Date: July 1, 1973
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: N/2SW/4, SE/4SW/4, SW/4SE/4
From the surface to 50 feet below the stratigraphic equivalent of 11,708 feet

PEI Lease No.: 6701843
Lessor: USA W-0318337
Lessee: Virginia G. Stouffer
Effective Date: September 1, 1965
Expiration Date: HBP
Legal Description: Township 23 North, Range 111 West
Section 17: Lots 10 (39.42), 11 (25.42), 12 (22.79), 15 (24.27), 16 (49.67)

PEI Lease No.:	6701863
Lessor:	William J. and Mary A. Thoman
Lessee:	Davis Oil Company
Effective Date:	August 20, 1975
Expiration Date:	HBP
Legal Description:	Township 23 North, Range 111 West Section 17: Lots 13 (47.35), 14 (41.21), 17 (35.49), 18 (52.35) and those lands of Lots 13, 14, 17 and 18 riparian to the thread of the Green River

The above leases, or portions thereof, are or may be committed to the contracted Storm Shelter Unit and the Havens Unit.

The leasehold in Section 17 is also governed by a Communitization Agreement covering Section 17, BLM CA #NCR 477.

The leasehold in Section 32 is also governed by a Communitization Agreement - BLM CA #NCR 416, covering all of Section 32.

B. The leases listed under the Legacy, Lodgepole and Mesa Prospects are subject to the agreement described as item 1.b) in Exhibit A-1:

PROSPECT NAME: Legacy

PROSPECT AREA: Township 22 North, Range 111 West, 6th P.M.
Section 2: All
Section 3: All
Section 10: All
Section 11: All
Section 14: All
Section 15: All
Section 22: All

PRESIDIO LEASEHOLD:

Pursuant to a prior agreement with Presidio Exploration, Inc., any rights to existing production as of September 1, 1993 are excluded from this Conveyance.

PEI Lease No.: 5101527
Lessor: USA W-104211
Lessee: Maureen Smithwick Schultz
Effective Date: May 1, 1987
Expiration Date: HBP (Shute Creek #40-10)
Legal Description: Township 22 North, Range 111 West
Section 2: Lots 5 (40.00), 6 (40.03), 7 (40.07), S/2N/2, E/2SW/4, SE/4
Section 10: S/2NE/4, W/2, SE/4
Section 11: N/2N/2
Section 12: NW/4NW/4

PEI Lease No.: 6502123
Lessor: USA W-100301
Lessee: John E. Sherry
Effective Date: August 1, 1986
Expiration Date: August 1, 1996
Legal Description: Township 22 North, Range 111 West
Section 2: Lot 8

PEI Lease No.: 5102488
Lessor: USA W-108100
Lessee: Jane P. Wold
Effective Date: March 1, 1988
Expiration Date: March 1, 1998
Legal Description: Township 22 North, Range 111 West
Section 22: All, from the surface to 100 feet below the stratigraphic equivalent of total depth in the Shute Creek Federal #1-22

[redacted] [redacted] [redacted]

PROSPECT NAME: Lodgepole

PROSPECT AREA:

Township 25 North, Range 109 West
Section 20: All
Section 21: All
Section 22: All
Section 27: All
Section 28: All
Section 29: All
Section 31: All
Section 32: All
Section 33: All
Section 34: All

Township 24 North, Range 109 West
Section 5: All
Section 6: All
Section 7: All

Township 24 North, Range 110 West
Section 1: All
Section 2: All
Section 10: All
Section 11: All
Section 12: All

PRESIDIO LEASEHOLD:

Lessor: USA W-5131
Lease Date: May 1, 1967
Description: Township 24 North, Range 110 West
Section 12: SE/4SE/4
Description: Township 24 North, Range 109 West
Section 6: SE/4SE/4

Lessor: USA W-33085
Lease Date: February 1, 1972
Description: Township 24 North, Range 110 West
Section 2: SE/4
Section 12: N/2

Lessor: USA W-47392
Lease Date: October 1, 1974
Description: Township 24 North, Range 110 West
Section 10: All

Lessor: USA W-0325685
Lease Date: July 1, 1966
Description: Township 24 North, Range 110 West

Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2
Section 11: All
Section 12: SW/4, N/2SE/4, SW/4SE/4

Lessor: USA W-38877
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 28: N/2, SW/4
Section 29: All

Lessor: USA W-38878
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 20: All

Lessor: USA W-38879
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 31: Lot 1, E/2, E/2NW/4
Section 32: All

Description: Township 25 North, Range 109 West
Section 31: Lot 2

Lessor: USA W-39712
Lease Date: June 1, 1973
Description: Township 24 North, Range 109 West
Section 7: Lots 1, 2, 5, 6, 7, 8, 11, 12, E/2

Lessor: USA W-43847
Lease Date: March 1, 1974
Description: Township 25 North, Range 109 West
Section 27: All
Section 34: N/2N/2

Lessor: USA W-43849
Lease Date: March 1, 1974
Description: Township 25 North, Range 109 West
Section 22: All

Lessor: USA W-49629
Lease Date: April 1, 1975
Description: Township 25 North, Range 109 West
Section 28: SE/4
Section 33: E/2

Lessor: USA W-53403
Lease Date: April 1, 1973
Description: Township 25 North, Range 109 West
Section 33: W/2

Lessor: USA W-0325682
Lease Date: July 1, 1966
Description: Township 24 North, Range 109 West
Section 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, S/2NE/4, N/2SE/4, SW/4SE/4

Lessor: USA W-40135
Lease Date: July 1, 1973
Description: Township 24 North, Range 110 West
Section 2: Lot 1, S/2NE/4

Description: Township 24 North, Range 110 West
Section 2: Lots 2, 3, 4, S/2NW/4

Lessor: USA W-84454
Lease Date: September 1, 1984
Description: Township 24 North, Range 109 West
Section 7: Lots 3, 4, 9, 10

C. The leases listed under the Buckhorn Canyon, Fontenelle Dam, Four Mile Gulch, Horseshoe Bend and Roberson Creek Prospects are subject to the agreement described as item 1.d) in Exhibit A-1:

PROSPECT NAME: Buckhorn Canyon

PROSPECT AREA:

Township 25 North, Range 111 West, 6th P.M.
Sections 2, 5, 9

Township 26 North, Range 111 West, 6th P.M.
Sections 19, 28, 32, 33, 35

Township 26 North, Range 112 West, 6th P.M.
Section 21

Township 27 North, Range 111 West, 6th P.M.
Sections 4, 12

Township 28 North, Range 111 West, 6th P.M.
Sections 28, 33

ANDERSON LEASEHOLD:

Lessor:	WYW-129142-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9064-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Lincoln
Description:	Township 25 North, Range 111 West, 6th P.M. Section 5: SW/4SE/4
Acreage:	40.00 acres, more or less.

Lessor:	W-125504-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6000-00
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Sweetwater
Description:	Township 25 North, Range 111 West, 6th P.M. Section 9: W/2, SE/4
Acreage:	480.00 acres, more or less.

Lessor:	WYW-129613-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9073-00
Lease Date:	07/01/93
Expiration:	06/30/03
State:	WY
County:	Sweetwater
Description:	Township 25 North, Range 111 West, 6th P.M. Section 2: Lot 2, SW/4NE/4 Section 9: NE/4
Acreage:	240.25 acres, more or less.

Lessor:	WYW-128709-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9057-00
Lease Date:	03/01/93
Expiration:	02/28/03
State:	WY
County:	Lincoln
Description:	Township 25 North, Range 111 West, 6th P.M. Section 5: Lots 1, 2, S/2NE/4 (AKA NE/4)
Acreage:	159.85 acres, more or less.

Lessor:	WYW-129143-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9065-00
Lease Date:	06/01/93
Expiration:	05/31/93
State:	WY
County:	Lincoln
Description:	Township 26 North, Range 111 West, 6th P.M. Section 19: E/2E/2 Section 32: W/2NE/4, N/2SE/4, SE/4SE/4
Acreage:	360.00 acres, more or less.

Lessor:	WYW-131918-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9088-00
Lease Date:	04/01/94
Expiration:	03/31/04
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 111 West, 6th P.M. Section 28: W/2NE/4, SE/4NE/4 Section 33: SW/4SW/4
Acreage:	160.00 acres, more or less.

Lessor:	WYW-123365-USA/BLM
Lessee:	Dalport Oil Corporation
Lease Number:	00075-U-9069-00
Lease Date:	03/01/91
Expiration:	02/28/96
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 111 West, 6th P.M. Section 35: E/2SE/4
Acreage:	80.00 acres, more or less.

Lessor:	WYW-126682-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-8200-00
Lease Date:	05/01/92
Expiration:	04/30/97
State:	WY
County:	Sweetwater
Description:	Township 26 North, Range 112 West, 6th P.M. Section 21: Lots 1, 4, 5, 8, E/2, M&B bed of Green River, M&B Riparian to Lots 1, 4, 5, 8
Acreage:	365.10 acres, more or less.

Lessor:	WYW-125958-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6800-00
Lease Date:	01/01/92
Expiration:	12/31/96
State:	WY
County:	Sublette
Description:	Township 27 North, Range 111 West, 6th P.M. Section 4: S/2 Section 12: SW/4SW/4
Acreage:	360.00 acres, more or less.

Lessor:	W-125505-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-6100-00
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Sublette
Description:	Township 28 North, Range 111 West, 6th P.M. Section 28: SW/4 Section 33: NW/4, N/2SW/4, SE/4SW/4
Acreage:	440.00 acres, more or les.

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PROSPECT NAME: Fontenelle Dam

PROSPECT AREA: Township 24 North, Range 112 West, 6th P.M.
Section 36: All

ANDERSON LEASEHOLD:

Lessor:	93-00137 State of Wyoming
Lessee:	LCM, Ltd.
Lease Number:	00112-S-0100-00
Lease Date:	04/02/93
Expiration:	04/02/98
State:	WY
County:	Lincoln
Description:	Township 24 North, Range 112 West, 6th P.M. Section 36: All
Acreage:	640.00 acres, more or less.

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PROSPECT NAME: Four Mile Gulch

PROSPECT AREA: Township 24 North, Range 110 West, 6th P.M.
Section 32: All

ANDERSON LEASEHOLD:

Lessor:	WYW-129133-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9061-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater
Description:	Township 24 North, Range 110 West, 6th P.M. Section 32: N/2
Acreage:	320.00 acres, more or less.

PROSPECT NAME: Horseshoe Bend

PROSPECT AREA: Township 22 North, Range 110 West, 6th P.M.
Sections 5, 6, 14

Township 23 North, Range 110 West, 6th P.M.
Sections 14, 28, 31, 32, 33

ANDERSON LEASEHOLD:

Lessor:	WYW-117256-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-3900-00
Lease Date:	09/01/89
Expiration:	09/01/94
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 110 West, 6th P.M. Section 14: N/2, NE/4SW/4, SE/4
Acreage:	520.00 acres, more or less.

Lessor:	WYW-127343-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00075-U-8945-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 110 West, 6th P.M. Section 5: SW/4NW/4 Section 6: E/2SW/4
Acreage:	120.00 acres, more or less.

Lessor:	WYW-129611-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9072-00
Lease Date:	07/01/93
Expiration:	06/30/03
State:	WY
County:	Sweetwater
Description:	Township 23 North, Range 110 West, 6th P.M. Section 14: SE/4SE/4 Section 28: NE/4, N/2NW/4, SE/4NW/4, SW/4 Section 31: Lot 14, SE/4SW/4, SW/4SE/4, W/2 of Lot 15 Section 32: That portion of Lot 13 lying outside the Seedskadee National Wildlife Refuge as further described by metes and bounds in the lease WYW-129611.

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Section 33: SW/4SW/4, NW/4NE/4SE/4SW/4,
SW/4NE/4SE/4SW/4,
SE/4NE/4SE/4SW/4, NW/4SE/4SW/4,
S/2SE/4SW/4, S/2SW/4SE/4

Acreage: 747.13 acres, more or less.

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PROSPECT NAME: Roberson Creek

PROSPECT AREA: Township 20 North, Range 113 West, 6th P.M.
Sections 4, 8, 22

Township 20 North, Range 114 West, 6th P.M.
Section 36

ANDERSON LEASEHOLD:

Lessor:	WYW-127346-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0300-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 22: All
Acreage:	640.00 acres, more or less.

Lessor:	W-106180-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00116-U-0100-00
Lease Date:	11/01/87
Expiration:	11/01/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 8: E/2
Acreage:	320.00 acres, more or less.

Lessor:	WYW-117260-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00116-U-0200-00
Lease Date:	09/01/89
Expiration:	09/01/94
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 4: Lots 1-4
Acreage:	181.26 acres, more or less.

Lessor:	92-00416 State of Wyoming
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-S-1900-00
Lease Date:	12/02/92
Expiration:	12/02/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 114 West, 6th P.M.
	Section 36: All
Acreage:	640.00 acres, more or less.

D. **The leases listed under Wilson Ranch, Yellow Point, Seven Mile Gulch, River and Emigrant Springs Prospects are subject to the agreement described as item 1.c) in Exhibit A-1:**

PROSPECT NAME: Wilson Ranch

PROSPECT AREA: Township 20 North, Range 112 West, 6th P.M.
Section 6

Township 20 North, Range 113 West, 6th P.M.
Sections 14, 24, 26, 34

ANDERSON LEASEHOLD:

Lessor:	W-125506-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00109-U-0100-02
Lease Date:	11/01/91
Expiration:	10/31/96
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 112 West, 6th P.M. Section 6: Lots 1 (9.44), 2 (9.32), 3 (9.20), 4 (11.93), 5 (52.77), 6 (52.31), 7 (51.84)
Acreage:	196.81 acres, more or less.

Lessor:	WYW-127348-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0500-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 34: All
Acreage:	640.00 acres, more or less.

Lessor:	W-106180-USA/BLM
Lessee:	Donald B. Anderson
Lease Number:	00116-U-0100-00
Lease Date:	11/01/87
Expiration:	11/01/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 14: N/2, W/2SW/4, SE/4
Acreage:	560.00 acres, more or less.

Lessor:	WYW-127347-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0400-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 24: All
Acreage:	640.00 acres, more or less.

Lessor:	WYW-127346-USA/BLM
Lessee:	LCM, Ltd.
Lease Number:	00116-U-0300-00
Lease Date:	09/01/92
Expiration:	08/31/97
State:	WY
County:	Lincoln
Description:	Township 20 North, Range 113 West, 6th P.M. Section 26: W/2
Acreage:	320.00 acres, more or less.

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PROSPECT NAME: Yellow Point

PROSPECT AREA: Township 20 North, Range 111 West, 6th P.M.
Section 6

ANDERSON LEASEHOLD:

Lessor:	WYW-130246-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9076-00
Lease Date:	09/01/93
Expiration:	08/31/03
State:	WY
County:	Sweetwater
Description:	Township 20 North, Range 111 West, 6th P.M. Section 6: Lots 8-14, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 (a/d/a All)
Acreage:	451.51 acres, more or less.

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PROSPECT NAME: Seven Mile Gulch

PROSPECT AREA: Township 21 North, Range 111 West, 6th P.M.
Section 18

ANDERSON LEASEHOLD:

Lessor:	W-55624-USA/BLM
Lessee:	Joseph C. Anderson
Lease Number:	00101-U-0100-01
Lease Date:	11/01/76
Expiration:	HBP
State:	WY
County:	Lincoln and Sweetwater
Description:	Township 21 North, Range 111 West, 6th P.M. Section 18: Lots 5, 6, 7, 8, E/2, E/2W/2
Acreage:	649.28 acres, more or less.

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[redacted] [redacted] [redacted]

PROSPECT NAME: River

PROSPECT AREA: Township 23 North, Range 111 West, 6th P.M.
Sections 5, 6, 7, 8, 18

Township 24 North, Range 111 West, 6th P.M.
Section 31

Township 23 North, Range 112 West, 6th P.M.
Sections 1, 12

ANDERSON LEASEHOLD:

Lessor:	WYW-128179-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0300-00
Lease Date:	01/01/93
Expiration:	12/31/02
State:	WY
County:	Lincoln and Sweetwater
Description:	Township 23 North, Range 111 West, 6th P.M. Section 18: Lots 8-17, SE/4SW/4, NE/4SE/4, M&B Bed of Green River (as further described in the Lease), M&B riparian to Lots 8-10, 13-15
Acreage:	492.06 acres, more or less.

Lessor:	WYW-129140-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0400-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater and Lincoln
Description:	Township 23 North, Range 111 West, 6th P.M. Section 5: Tract 38A Section 6: Lots 14, 15, 20-22, 27, Tract 38A, 38B Section 7: Lots 16-24, Tracts 38A, 38B, 38C, 38D Section 8: Tract 38A, 38D
Acreage:	596.00 acres, more or less.

Lessor:	Shaver, Stella C. and Gaius R. Shaver
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AA-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln

Description: Township 23 North, Range 111 and 112 West, 6th P.M.
Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage: 230.00 acres, more or less.

Lessor: Chrisman, John N. and Nadine Chrisman
Lessee: Dolar Oil Properties
Lease Number: 00112-F-03AB-00
Lease Date: 06/01/90
Expiration: 06/01/95
State: WY
County: Lincoln
Description: Township 23 North, Range 111 and 112 West, 6th P.M.
Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage: 230.00 acres, more or less.

Lessor: Sears, Frank E., a widower and Frank Sears, a single man
Lessee: Dolar Oil Properties
Lease Number: 00112-F-03AC
Lease Date: 06/01/90
Expiration: 06/01/95
State: WY
County: Lincoln
Description: Township 23 North, Range 111 and 112 West, 6th P.M.
Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage: 230.00 acres, more or less.

Lessor: Johnson, Pamela C. and Lou W. Johnson
Lessee: Dolar Oil Properties
Lease Number: 00112-F-03AD-00
Lease Date: 06/01/90
Expiration: 06/01/95
State: WY
County: Lincoln
Description: Township 23 North, Range 111 and 112 West, 6th P.M.

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	Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Chrisman, Penny D.
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AE-00
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Estate of Harriet E. Chrisman and Charles G. Chrisman, a single man
Lessee:	Dolar Oil Properties
Lease Number:	00112-F-03AF-01
Lease Date:	06/01/90
Expiration:	06/01/95
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 and 112 West, 6th P.M. Resurvey Tract #40, being formerly described as Lots 5, 10, 12, E/2SW/4 of Section 6 and Lot 3 of Section 7, Township 23 North, Range 111 West, 6th P.M.
Acreage:	230.00 acres, more or less.
Lessor:	Taliaferro, William R.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AA-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 and 24 North, Range 111 West, 6th P.M. Section 31 and 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37

Acreage:

Township 23 North, Range 111 West, 6th P.M.
Section 6 & 7: Resurvey Tract 39
The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
318.62 acres, more or less.

Lessor: Taliaferro, Susan
Lessee: Loma Energy Corp.
Lease Number: 00112-F-01AB-00
Lease Date: 04/30/93
Expiration: 04/30/98
State: WY
County: Lincoln & Sweetwater
Description: Township 23 & 24 North, Range 111 West, 6th P.M.
Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W)
Resurvey Tract 37
Township 23 North, Range 111 West, 6th P.M.
Section 6 & 7: Resurvey Tract 39
The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.

Acreage: 318.62 acres, more or less.

Lessor: Taliaferro, Thomas S. and Linda
Lessee: Loma Energy Corp.
Lease Number: 00112-F-01AC-00
Lease Date: 04/30/93
Expiration: 04/30/98
State: WY
County: Lincoln & Sweetwater
Description: Township 23 & 24 North, Range 111 West, 6th P.M.
Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W)
Resurvey Tract 37
Township 23 North, Range 111 West, 6th P.M.
Section 6 & 7: Resurvey Tract 39
The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.

Acreage: 318.62 acres, more or less.

Lessor:	Lewis, Helen Marie
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AD-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Lupcho, Estate of Linda L.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AE-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln & Sweetwater
Description:	Township 23 & 24 North, Range 111 West, 6th P.M. Section 31 & 32 (T24N-R111W) and Section 6 (T23N-R111W) Resurvey Tract 37 Township 23 North, Range 111 West, 6th P.M. Section 6 & 7: Resurvey Tract 39 The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.
Acreage:	318.62 acres, more or less.

Lessor:	Vaughn, Merle D. & Betty R.
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-F-0200-00
Lease Date:	05/22/90
Expiration:	05/22/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 111 West, 6th P.M.

Section 6: Lots 17, 19, 28, 29, 30 and the riparian rights along the Green River

Township 23 North, Range 112 West, 6th P.M.

Section 1: Lots 5, 17, 18

The above described lands shall include, but not be limited to, any and all riparian or accretion rights now owned or hereafter owned by Lessor adjacent to or underlying the river bed to the center of the Green River.

Acreage: 199.89 acres, more or less.

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PROSPECT NAME: Emigrant Springs

PROSPECT AREA: Township 23 North, Range 112 West, 6th P.M.
Sections 2, 3, 4, 7, 8, 9, 10, 11, 17

ANDERSON LEASEHOLD:

Lessor:	WYW-127751-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0100-00
Lease Date:	11/01/92
Expiration:	10/31/97
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 9: SE/4 Section 10: SW/4, W/2SE/4
Acreage:	400.00 acres, more or less.

Lessor:	WYW-129146-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00112-U-0200-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 2: Lots 9-16, SW/4 Section 3: Lots 9-16, S/2 Section 4 Lots 9, 11-14, S/2 Section 9: NW/4, NE/4SW/4 Section 10: E/2SE/4 Section 11: NW/4
Acreage:	2080.00 acres, more or less.

Lessor:	Taliaferro, William R.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AA-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

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Lessor:	Taliaferro, Susan
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AB-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

Lessor:	Taliaferro, Thomas S. and Linda
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AC-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

Lessor:	Lewis, Helen Marie
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AD-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

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Lessor:	Lupcho, Estate of Linda L.
Lessee:	Loma Energy Corp.
Lease Number:	00112-F-01AE-00
Lease Date:	04/30/93
Expiration:	04/30/98
State:	WY
County:	Lincoln
Description:	Township 23 North, Range 112 West, 6th P.M. Section 7: Lot 11 (40.00), N/2SE/4, SE/4SE/4 Section 8: SW/4SW/4 Section 17: NE/4, N/2NW/4, SE/4NW/4
Acreage:	480.00 acres, more or less.

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E. The lease listed below is subject to the Farmout Agreement described as item (e) under Farmout Agreements in Exhibit A-1:

PROSPECT NAME:	South Legacy
PROSPECT AREA:	Township 22 North, Range 111 West, 6th P.M. Section 24

ANDERSON LEASEHOLD:

Lessor:	WYW-129139-USA/BLM
Lessee:	Donald B. Anderson Ltd.
Lease Number:	00075-U-9062-00
Lease Date:	06/01/93
Expiration:	05/31/03
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 111 West, 6th P.M. Section 24: All
Acreage:	640.00 acres, more or less.

F. **The leases listed below are subject, as applicable, to the Farmout Agreements described as items f), g), h), i), j) and k) in Exhibit A-1:**

Lessor:	Champlin Petroleum Company
Lessee:	Amoco Production Company
Lease Date:	04/30/76
State:	WY
County:	Sweetwater
Description:	Township 22 North, Range 111 West Section 29: S/2, NW/4
Lease Number:	W-125503
Description:	Township 22 North, Range 111 West Section 32: E/2, SW/4, E/2NW/4, SW/4NW/4
Lease Number:	W-_____
Description:	Township 22 North, Range 111 West Section 32: NW/4NW/4

Permitted Encumbrances:

The agreements described in Exhibit A-1 to this Conveyance and the below **matters are Permitted Encumbrances to the extent same are valid and existing and affect the interest of Grantor:**

1. Production Marketing Agreements:

a) Gas Purchase Contract dated May 11, 1992, by and between Amoco Energy Trading Corporation and Bannon Energy Incorporated and Belco Oil & Gas Corp.

b) Gathering Service Agreement dated July 1, 1992, by and between Presidio Exploration, Inc. and Mountain Gas Resources, Inc.

c) Assignment of Processing Rights dated July 1, 1992, by and between Presidio Exploration, Inc. and Mountain Gas Resources, Inc.

d) Gas Purchase Agreement dated February 1, 1994, by and between Western Gas Resources, Inc. and Bannon Energy Incorporated.

e) Gas Gathering Agreement dated April 15, 1993, by and between Donald B. Anderson, Ltd. d/b/a Anderson Oil Company and Questar Pipeline Company.

2. Other Contracts and Agreements:

a) Unit Agreement (Whiskey Buttes Unit), as amended, dated approved December 12, 1973, by and between Amoco Production Company, as operator, and numerous companies and individuals, as non-operators.

b) Unit Operating Agreement (Whiskey Buttes Unit) dated approved December 12, 1973, by and between Amoco Production Company, as operator, and numerous companies and individuals, as non-operators.

c) Letter Agreement dated October 8, 1993, by and between Anadarko Petroleum Corporation and Presidio Exploration, Inc.

d) Letter Agreement dated May 26, 1994, by and between GCIL III Limited Partnership and Presidio Exploration, Inc.

e) Letter Agreement dated February 18, 1994, by and between North American Resources Company and Presidio Exploration, Inc.

f) Farmout-Farmout Option and Operating Agreement, as amended, dated March 14, 1994, by and between Axem Energy Co. and Presidio Exploration, Inc.

g) Letter Agreement dated January 6, 1994, by and between Medallion Petroleum, Inc. and Presidio Exploration, Inc.

h) Letter Agreement dated December 16, 1993, by and between FMC Corporation and Presidio Exploration, Inc.

i) Letter Agreement dated February 18, 1993, by and between FMC Corporation and Presidio Exploration, Inc.

j) Well Option Agreement dated April 20, 1993, as amended, by and between Marathon Oil Company and Presidio Exploration, Inc.

k) Operating Agreement dated November 1, 1993, by and between Presidio Exploration, Inc. and Yates Petroleum Corporation, Yates Drilling Company, ABO Petroleum Corporation and Myco Industries, Inc.

l) 1982 Mid Year Drilling Program Participation Agreement dated November 1, 1982, by and between Energetics, Inc. and General Hydrocarbons 1982 Oil & Gas Program.

m) Operating Agreement dated June 27, 1983, but effective December 1, 1979, by and between HPC, Inc. and Amoco Production Company, Energy Reserves Group, Estate of William G. Helis, a Partnership, FMC Corporation, Marathon Oil Company, Panhandle Western Gas Company, Southland Royalty Company and Texas Gas Exploration Corp. There is an attached "Gas Balancing Agreement."

n) Unit Agreement (Lodgepole Unit), BLM approval pending, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

o) Unit Operating Agreement (Lodgepole Unit), BLM approval pending, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

p) Letter Agreement dated March 2, 1994, by and between Axem Energy Co., a Colorado General Partnership, by Axem Resources Incorporated and Presidio Exploration, Inc.

q) Letter Agreement dated May 10, 1994, by and between GCIL III Limited Partnership and Presidio Exploration, Inc.

r) October 3, 1988 Operating Agreement, as amended, pooling the working interest in Sections 8, 9, 10, 15, 16, 17, E/2 20, 21 and 22, Township 21 North, Range 111 West.

s) Unit Agreement and Unit Operating Agreement for the Storm Shelter Unit.

t) Unit Agreement dated May 11, 1993 for the Haven Unit, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

u) Unit Operating Agreement (Haven Unit) dated May 11, 1993, by and between Presidio Exploration, Inc., as operator, and numerous companies and individuals, as non-operators.

v) Well Option Agreement dated April 20, 1993, as amended January 5, 1994, by and between Marathon Oil Company and Presidio Exploration, Inc.

w) Communitization Agreement BLM CA #NCR 416.

x) Communitization Agreement W-124243 covering all of Section 10, Township 22 North, Range 111 West.

y) Operating Agreement dated November 16, 1992, between Anderson Oil Company, as operator, and Belco Oil & Gas Corp. et al, as non-operators, as amended by letter dated May 2, 1994 between Anderson Oil Company and Bannon Energy Incorporated.

EXHIBIT A-1

to Conveyance of Overriding Royalty

Farmout Agreements:

a) Participation Agreement dated September 1, 1993, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated (Genoa Ranch Prospect, etc., Lincoln and Sweetwater Counties, Wyoming), as amended including by letter agreement dated March 8, 1994 between Presidio Oil Company and Bannon Energy Incorporated.

b) Participation Agreement dated October 15, 1993, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated (Lodgepole Prospect, etc., Sweetwater County, Wyoming), as amended.

c) Farmout Agreement dated March 28, 1994, as amended, by and between Donald B. Anderson LTD., Donald B. Anderson, an individual, and Windward Limited Liability Company and Bannon Energy Incorporated (Wilson Ranch Prospect, etc., Sweetwater and Lincoln Counties, Wyoming).

d) Farmout Agreement dated March 28, 1994, by and between Donald B. Anderson LTD., Donald B. Anderson, an individual, and Windward Limited Liability Company and Bannon Energy Incorporated (Buckhorn Canyon Prospect, etc., Sweetwater and Lincoln Counties, Wyoming).

e) Farmout Agreement dated April 12, 1994, by and between Donald B. Anderson LTD. and Bannon Energy Incorporated (South Legacy Prospect, Sweetwater County, Wyoming).

f) Farmout Contract dated May 1, 1992, by and between Amoco Production Company and Belco Oil & Gas Corp. and Bannon Energy Incorporated (oil is being purchased by virtue of this agreement) but only insofar as same covers interests excluded from the Bannon/Belco AMI.

g) Participation Agreement dated March 15, 1994, by and between Bannon Energy Incorporated and General Atlantic Resources, Inc. There is an attached "Gas Balancing Agreement" (all of Section 29 and the NW 1/4 NW 1/4 of Section 32, Township 22 North, Range 111 West, Sweetwater County, Wyoming).

h) Farmout Option Letter Agreement dated March 23, 1994, by and between Donald B. Anderson LTD. and Bannon Energy Incorporated.

i) Farmout Option Letter Agreement dated March 17, 1994, by and between Presidio Exploration, Inc. and Bannon Energy Incorporated and General Atlantic Resources, Inc. (regarding Farmout Option Offer, Township 22 North, Range 111 West, Section 32; all but NE4 NE4, Sweetwater County, Wyoming, Rainbow Arch Prospect).

j) Farmout Contract dated March 1, 1994 between Union Pacific Resources Company and Bannon Energy Incorporated, as the same has been or may be amended, supplemented, restated or otherwise modified (Whiskey Buttes Area, Sweetwater County, Wyoming).

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EXHIBIT "B" TO
CONVEYANCE OF OVERRIDING ROYALTY

KRAX/LEGAL 601, BOX 800 TULSA OK 74101

COPAS - 1984 ONSHORE
Recommended by the Council of Petroleum Accountants Societies

COPAS

EXHIBIT " "

Attached to and made a part of _____

_____

_____

_____

ACCOUNTING PROCEDURE
JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.
"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.
"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.
"Operator" shall mean the party designated to conduct the Joint Operations.
"Non-Operators" shall mean the Parties to this agreement other than the Operator.
"Parties" shall mean Operator and Non-Operators.
"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.*
"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.
"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.
"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.
"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies.

*and shall include the supervisor in charge of the Operations Center and those foremen reporting to him if their primary function in Joint Operations is the direct supervision of other employees or contract labor directly employed on the Joint Property.

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at _____ _____ on the first day of the month in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

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~~(a) Development~~

_____ Percent (____ %) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.

(b) Operating

_____ Percent (____ %) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening, or any remedial operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as ~~defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.~~

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of $ _____ :

A. 5 % of first $100,000 or total cost if less, plus

B. 4 % of costs in excess of $100,000 but less than $1,000,000, plus

C. 3 % of costs in excess of $1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded.

3. Catastrophe Overhead

To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates:

A. 5 % of total costs through $100,000; plus

B. 4 % of total costs in excess of $100,000 but less than $1,000,000; plus

C. 3 % of total costs in excess of $1,000,000.

Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

4. Amendment of Rates

The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:

A. New Material (Condition A)

(1) Tubular Goods Other than Line Pipe

(a) Tubular goods, sized 2⅜ inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.

(b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.

(c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.

(d) Macaroni tubing (size less than 2⅜ inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

(2) Line Pipe

(a) Line pipe movements (except size 24 inch OD and larger with walls ¾ inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(b) Line pipe movements (except size 24 inch OD and larger with walls ¾ inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.

(c) Line pipe 24 inch OD and over and ¾ inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.

(d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.

(3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.

(4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2 A (1) and (2).

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

(2) Material used on and moved from the Joint Property

(a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or

(b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material.

(3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

(a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.

(b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

(1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph 1.A(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.

(2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished By Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.

B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

No Pgs
292, 293, 294
295, 296, 297
298, 299

Producers 88 -Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 13th day of May, 19 94, by and between

Marian G. Pinson, a single woman

of 3045 Buena Vida Circle, Apt. 111E, Las Cruces, New Mexico 88011, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 North Ranch Road, Littleton, CO. 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

This lease specifically only covers Marian G. Pinson's interest in the land described above. MGP

of Section ----------, Township ----------, Range ----------, it being the purpose and intent of lessor ~~to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified~~, For all purposes of this lease, said lands shall be deemed to contain 596.39 acres. MGP

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) M.G.P. years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Citizens Bank of Las Cruces ~~Bank~~ at Las Cruces, New Mexico (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Eleven Hundred Ninety Two and 78/100 - - - - - - - - - - DOLLARS ($ 1,192.78), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

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RECORDED June 28 1994 10:30 AM
IN BOOK 97 Q46 PAGE 300
FEES 8.00 Mary C. COUNTY CLERK By Tracy Fields

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Marian G. Pinson

Marian G. Pinson SSN: 585-22-7522

STATE OF NEW MEXICO
COUNTY OF DONA ANA } SS.

(Individual—Wyo.)

On this 13th day of June 94, 19..., before me personally appeared MARIAN G. PINSON, to me known to be the person ~~(or persons)~~ described in and who executed the foregoing instrument, and acknowledged that ~~he (or~~ she ~~or they)~~ executed the same as ~~his (or~~ her ~~or their)~~ free act and deed.

My commission expires: 6-11-97

Notary Public

STATE OF ...
COUNTY OF ... } SS.

(Individual—Wyo.)

On this ... day of ..., 19..., before me personally appeared ..., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF ...
COUNTY OF ... } SS.

(Corporation—Wyo.)

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

My commission expires:

Notary Public

STATE OF ...
COUNTY OF ... } SS.

(Certificate of Recording)

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

Register of Deeds

By ...
Deputy

AFTER RECORDING, RETURN TO: ...

[redacted]

FORM TA 21-2 REV 3-15-54

RECORDED June 21 [redacted] 10:20AM
IN BOOK 97047 PAGE 302
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

246987

[redacted]

ATLOCK'S

BY Tracy Fields

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 13, 1994, from Marian G. Pinson, a single woman, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Marian G. Pinson, a single woman

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Marian G. Pinson	Citizens Bank of Las Cruces P.O. Box 2108 Las Cruces, New Mexico 88004-2108	$59.64

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 13th day of May, 19 94.

X Marian G. Pinson (SEAL)
Marian G. Pinson

____ (SEAL)

____ (SEAL)

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO 80202 (303) 893-1681

STATE OF NEW MEXICO
COUNTY OF DONA ANA } 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 13th day of June 94, 19..... MARIAN G. PINSON personally appeared.....

and.....

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

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

My Commission Expires 6-17-97 .....
Notary Public.

STATE OF .....
COUNTY OF ..... } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of....., 19....., personally appeared.....

and.....

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

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

My Commission Expires.....
Notary Public.

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

ACKNOWLEDGMENT (For use by Corporation)

On this.....day of....., A. D. 19....., before me personally appeared....., to me personally known, who, being by me duly sworn, did say that he is the.....of.....

.....and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said .....acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)
Notary Public.

My Commission expires.....

No.....

FROM

TO

Dated....., 19....

No. Acres.....

.....County.....

This instrument was filed for record on the.....

day of.....19....., at

.....o'clock.....M., and duly recorded in

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

Producers 88—[redacted]
Wyoming (U)
(12-56)

OIL AND [redacted]AS LEASE

[redacted]

THIS AGREEMENT, made and entered into this 13th day of May, 19 94, by and between Jackie Mae Martin, (FKA Jackie Mae Pinson) and R. Wilson Martin, Individually and as wife and husband

of P.O. Drawer W, Las Cruces New Mexico 88004, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 North Ranch Road, Littleton, CO. 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

This lease specifically only covers Jackie Mae Martin's interest in the land described above.

of Section ----------, Township ----------, Range ----------, ~~it being the purpose and intent of lessor to lease, and~~ lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

J.M.M. R.W.M.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Citizens Bank of Las Cruces ~~Bank~~ at Las Cruces, New Mexico (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Eleven Hundred Ninety Two and 78/100 - - - - - - - - - - DOLLARS ($ 1,192.78), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, oddressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing ~~herein contained shall authorize or effect any transfer of any title to any leasehold, royalty~~ or other interest unitized pursuant hereto. [illegible]es execution of such unit agreement shall be binding as to both lessor and lessee and their respective

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IN BOOK 97 O+W PAGE 304
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracy Fields

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interests. Lessee following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Jackie Mae Martin
Jackie Mae Martin SSN: 524-52-6515

X R. Wilson Martin
R. Wilson Martin SSN: 410-38-8382
Pro Forma

STATE OF NEW MEXICO
COUNTY OF DONA ANA } SS.

(Individual—Wyo.)

On this 13th day of June, 19 94, before me personally appeared JACKIE MAE MARTIN and her husband, R. WILSON MARTIN, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires:
12-19-97

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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

My commission expires:

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

Register of Deeds

By ..... Deputy

AFTER RECORDING, RETURN TO: .....

[redacted]

FORM TA 21-2 REV 3 15 54

246989

RECORDED June 21 19 94 1030 M
IN BOOK 97 046 PAGE 306
FEES 9.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey Fields

[redacted]

ATLOCK'S

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated May 13, 1994, from Jackie Mae Martin, (FKA Jackie Mae Pinson) and R. Wilson Martin, Individually and as wife and husband, **as Lessors,** to Starwood, Inc., a Texas Corporation, **as Lessee, recorded in Book** _____, **Page** _____, **of the** _____ **Records of** Sublette **County,** Wyoming, **is owned by** Starwood, Inc., a Texas Corporation **in so far as it covers the following described land in** Sublette **County,** Wyoming, **to-wit:**

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Jackie Mae Martin, (FKA Jackie Mae Pinson) and R. Wilson Martin, Individually and as wife and husband **and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto** Starwood, Inc., a Texas Corporation **subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:**

CREDIT TO	ADDRESS	AMOUNT
Jackie Mae Martin and R. Wilson Martin, wife and husband	Citizens Bank of Las Cruces P.O. Box 2108 Las Cruces, New Mexico 88004-2108	$29.82

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 13th day of May, 19 94.

X Jackie Mae Martin
Jackie Mae Martin

X R. Wilson Martin
R. Wilson Martin - Pro Forma

(SEAL)

306

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO 80202 (303) 893-1681

STATE OF NEW MEXICO
COUNTY OF DONA ANA } 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 15th day of June, 19 94, personally appeared JACKIE MAE MARTIN

and R. WILSON MARTIN, her husband, pro forma,

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

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

My Commission Expires 6-12-97

Notary Public.

STATE OF
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

THIS AGR[illegible] made and entered into this 6th day [illegible] June [illegible], by and between Vernon [illegible]tt and Linda Bennett, Indiv[illegible]ls an[illegible] as husband and wife

of HCR 76 Box 10, Des Moines, New Mexico 88418, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 North Ranch Road, Littleton, CO. 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($ 10.00) In hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

of Section – – – – – – – –, Township – – – – – – – –, Range – – – – – – – –, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres. V.B. L.B.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Sunwest Bank at Raton, New Mexico (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Eleven Hundred Ninety Two and 78/100 – – – – – – – – – – DOLLARS ($ 1,192.78), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

246990

RECORDED JUNE 21 19[illegible] [illegible]M
IN BOOK 97 0+6 PAGE 308
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY FIELDS

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

x Vernon Bennett
Vernon Bennett SSN: 525-78-1352

x Linda Bennett
Linda Bennett SSN: 509-52-2775

STATE OF New Mexico
COUNTY OF Union } SS.

(Individual—Wyo.)

On this 13th day of June, 19 94, before me personally appeared Vernon & Linda Bennett, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
12-17-95

Frances III Lee
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted] TATLOCK'S

FORM TA-21-2 REV 3-15-54

246991

RECORDED June 21 1994 10:30A M
IN BOOK 97 0+87 PAGE 310
FEES $.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK

RATIFICATION AND RENTAL DIVISION ORDER

By Tracey Fields

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated June 6, 1994, from Vernon Bennett and Linda Bennett, Individually and as husband and wife, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Vernon Bennett and Linda Bennett, Individually and as husband and wife

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Vernon Bennett and Linda Bennett, husband and wife	Sunwest Bank of Raton P.O. Drawer 1108 Raton, New Mexico 87740	$39.76

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 6th day of June, 1994.

x Vernon Bennett
Vernon Bennett

x Linda Bennett (SEAL)
Linda Bennett (SEAL)

(SEAL)

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO 80202 (303) 893-1681

STATE OF New Mexico }
COUNTY OF Union } 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 13th day of June, 1997, personally appeared Vernon A Linda Bennett

and

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

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

My Commission Expires 12/17/95

Frances M Lucero
Notary Public.

STATE OF }
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this day of, A. D. 19, before me personally appeared, to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

Producers 6a—Wyoming (U) (12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 6th day of June, 19 94, by and between Beverly Allen and Bobby V. Allen, Individually and as wife and husband

of 2912 Mandell Circle, Clovis, New Mexico 88101, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 North Ranch Road, Littleton, CO. 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

of Section - - - - - - - - -, Township - - - - - - - - -, Range - - - - - - - - -, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres. BA BVA

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) B.A. B.V.A. years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Sunwest Bank at Clovis, New Mexico (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Eleven Hundred Ninety Two and 78/100 - - - - - - - - - - DOLLARS ($ 1,192.78), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

246992

312

RECORDED June 21 1994 10:00 AM
IN BOOK 97 Oil & Gas PAGE 312
FEES 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

x Beverly Allen
Beverly Allen SSN: 525-90-1403

x Bobby V Allen
Bobby V. Allen SSN: 525-68-5970

STATE OF NEW MEXICO
COUNTY OF CURRY } SS.

(Individual—Wyo.)

On this 15th day of June, 19 94, before me personally appeared BEVERLY ALLEN AND BOBBY V. ALLEN, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
10-1-94

Gina Gutierrez
Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF
COUNTY OF } SS.

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF
COUNTY OF } SS.

(Certificate of Recording)

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

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

[redacted]

FORM TA 21-2 REV. 3 15 54

246993

RECO [redacted] 1994 AT 10:45 A.M.
IN BOOK 170 PAGE 314
FEES 9.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracey Fields

[redacted]

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated June 6, 1994, from Beverly Allen and Bobby V. Allen, Individually and as wife and husband, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Beverly Allen and Bobby V. Allen, Individually and as wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Beverly Allen and Bobby V. Allen, wife and husband	Sunwest Bank of Clovis 223 Main Street Clovis, New Mexico 88101	$39.76

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 6th day of June, 1994.

x Beverly Allen
Beverly Allen

x Bobby V. Allen (SEAL)
Bobby V. Allen

(SEAL)

(SEAL)

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO. 80202 (303) 893-1681

STATE OF NEW MEXICO }
COUNTY OF CURRY } 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 15th day of June, 19 94, personally appeared BEVERLY ALLEN AND BOBBY V. ALLEN

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

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

My Commission Expires 10-1-94

Notary Public.

STATE OF }
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19

No. Acres

County,

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

County Clerk.

Deputy.

When recorded return to

Producers 88—[redacted]
Wyoming (U)
(12-56)

OIL AND [redacted]AS LEASE

[redacted]

THIS AGREEMENT, made and entered into this 6th day of June, 19 94, by and between Barbara Fury and Tom Fury, Individually and as wife and husband

of 1613 Colonial Parkway, Clovis, New Mexico 88101, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 North Ranch Road, Littleton, CO. 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

of Section - - - - - - - - -, Township - - - - - - - - - -, Range - - - - - - - - - -, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres. B.F. T.F.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) B.F. T.F. years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Citizens Bank at Clovis, New Mexico (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of Eleven Hundred Ninety Two and 78/100 - - - - - - - - - - DOLLARS ($ 1,192.78), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor and place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee, and their respective

246994
316

RECORDED [illegible] 1994 [illegible] M
IN BOOK 97 Oct 6 PAGE 316
FEES 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

x Barbara Fury

Barbara Fury SSN: 585-26-6037

x Tom Fury

Tom Fury SSN: 585-18-0750

STATE OF NEW MEXICO
COUNTY OF CURRY } SS.

(Individual—Wyo.)

On this 14th day of June, 19 94, before me personally appeared BARBARA FURY and TOM FURY, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
10-1-94

Gina M. Gutierrez
Notary Public

STATE OF
COUNTY OF } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

[redacted]

FORM TA 21-2 REV. 3-15-54

246995

RE[redacted]ED JUNE 21 1994 10:30 AM
IN BOOK 97 046 PAGE 318
FEES 8.00
SUBLETTE COUNTY CLERK
COUNTY CLERK

RATIFICATION AND RENTAL DIVISION ORDER

BY TRACEY FIELDS

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated June 6, 1994, from Barbara Fury and Tom Fury, Individually and as wife and husband, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1(27.07), Lot 2(25.47), Lot 3(23.85)

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Barbara Fury and Tom Fury, Individually and as wife and husband

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Barbara Fury and Tom Fury, wife and husband	Citizens Bank of Clovis 421 Pile Street Clovis, New Mexico 88101	$39.76

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 6th day of June, 19 94.

X Barbara Fury
Barbara Fury

X Tom Fury (SEAL)
Tom Fury (SEAL)
(SEAL)

PRINTED BY WILKINS PRINTING, INC., 511 16th ST. SUITE 222 DENVER, CO 80202 (303) 893-1681

STATE OF NEW MEXICO }
COUNTY OF CURRY } 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 14th day of June, 1994, personally appeared BARBARA FURY and TOM FURY

and BARBARA FURY and TOM FURY

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

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

My Commission Expires 10-1-94

Dana M Gutierrez
Notary Public.

STATE OF }
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of, 19, personally appeared

and

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

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

My Commission Expires

Notary Public.

State of }
County of } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

(SEAL)

Notary Public.

My Commission expires

No.

FROM

TO

Dated, 19

No. Acres

County,

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

County Clerk.

Deputy.

When recorded return to

[redacted]

Producers 88
Rocky Mountain 1989

PAID-UP

OIL AND GAS LEASE

24702b

RECORDED June [redacted] 1994 8:10A M
IN BOOK 97 026 PAGE 320
FEES 8.00 Mary C. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorlien

THIS AGREEMENT, made and entered into this 8th day of Febraury, 19 94, by and between Jerry McNinch, also known as Jerry L. McNinch, and Suzzette L. McNinch, husband and wife

of 11902 Bluffview Drive, Sandy, Utah 84092-5913, hereinafter called lessor (whether one or more), and Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more********** dollars ($ 10.00+ *****) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of SUBLETTE, State of WYOMING, described as follows, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NW¼NE¼

containing 40.00 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten(10)~~ five(5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal ~~one-eighth (⅛)~~ 18% part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of ~~one-eighth (⅛)~~ 18% of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth (⅛)~~ 18% of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

~~3. If lessee has not commenced drilling operations on or before the _____ day of _____, 19____, this lease~~ shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the _____ Bank, at _____ (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of _____ DOLLARS ($_____), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to ~~keep the lease in force during the remainder of the primary term.~~

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall ***continue in force so long as drilling operations are continuously prosecuted; and if production shall result from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.*** If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~in the depository bank named in the lease~~, a sum equal to the amount of ~~delay rentals payable under the lease~~ $1.00 per ac. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the ~~rental paying~~ anniversary date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether

authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, ~~that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and~~ if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay ~~an annual delay rental~~ of $1.00 per net mineral acre then covered by this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. This is a paid-up rental lease. All rental payments have been paid in advance to keep this lease in force & effect throughout the primary term stated herein.

IN WITNESS WHEREOF witness our hands as of the day and year first above written.

Jerry L. McNinch

Jerry McNinch, aka Jerry L. McNinch

529-78-9071

Social Security No.

Suzzette L. McNinch

520-78-8392

STATE OF Utah

COUNTY OF Salt Lake } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 4th day of June, 19 94, before me personally appeared JERRY L McNINCH AND SUZZETTE L. McNINCH

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that — he y executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 4th day of June, 19 94.

My commission expires: 12/1/97

Notary Public
GELENE HUNT
6161 South State
Murray, Utah 84107
My Commission Expires
December 1, 1997
State of Utah

Notary Public for the State of Utah

residing at Salt Lake

STATE OF _____

COUNTY OF _____ } ss.

CORPORATE, Wyoming, Montana, Colorado

On this _____ day of _____, 19 ____, before me personally appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____ President (or Secretary) of _____

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

_____

Notary Public for the State of _____

residing at _____

Producers 88
Rocky Mountain 1989

PAID-UP
OIL AND GAS LEASE

247027

RECORDED 4 June 19 94 8:10A M
IN BOOK 97 PAGE 322
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Kathy Sexton

THIS AGREEMENT, made and entered into this 11th day of February, 19 94, by and between Margery Wagner, a married woman dealing in her sole and separate property, individually and as heir of Marian L. Angus, a deceased person, of 301 Clayton St., Grand Prairie, Texas 75052, hereinafter called lessor (whether one or more), and Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more ********** dollars ($ 10.00+ ********) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of SUBLETTE, State of WYOMING, described as follows, to-wit:

Township 31 North, Range 113 West, 6th P.M.

Section 24: SW¼SW¼ Section 25: W½ Section 26: NE¼NE¼
Section 35: NE¼SE¼ Section 36: W½

containing 760.00 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphu[illegible]

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each ~~of~~ such functions performed.

~~If lessee has not commenced drilling operations on or before the _____ day of _____, 19_____, this lease~~ shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the _____ Bank, at _____ (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of _____ DOLLARS ($_____), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to ~~keep the lease in force during the remainder of the primary term~~.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all time[illegible] while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~in the depository bank named in the lease~~, a sum equal to the amount of ~~delay rentals payable under the lease~~. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in ~~royalty payment~~ anniversary date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease. $1.0[illegible] per a[illegible]

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether

authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, ~~that delay rental as herein provided shall not be suspended by reason of the suspension of operations and~~ if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay ~~an annual delay rental~~ on the anniversary dates hereof ~~in the manner and in the amount above provided~~ of $1.00 per net mineral acre then covered by this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. This is a paid-up rental lease. All annual rental payments have been paid in advance to keep this lease in force effect throughout the primary term stated herein.

IN WITNESS WHEREOF witness our hands as of the day and year first above written.

442-58-1430
Social Security No.

Margery Wagner
Margery Wagner

STATE OF Texas
COUNTY OF Dallas } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 2nd day of June, 19 94, before me personally appeared Margery Wagner

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that she executed the same as her free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 2nd day of June, 19 94.

My commission expires:
11-28-96

VIOLA MEEKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 11-28-96

Viola Meeks
Notary Public for the State of Texas
residing at 1105 Kensington Dr.
DeSoto, Texas 75115

STATE OF
COUNTY OF } ss.

CORPORATE, Wyoming, Montana, Colorado

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the President (or Secretary) of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this day of, 19.

My commission expires:

Notary Public for the State of
residing at

Form Approved by th[redacted]

and Effective March 1, 1982

STATE OF WYOMING
OIL AND GAS LEASE

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners as **LESSOR**, and the following as **LESSEE**:

Texaco Exploration and Production Inc.

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

40.00 SW¼SE¼ Section 34, Res.Twp. 27 N., Rg. 106 W., 6th P.M.

County: Sublette **Total Acres: 40.00** **Advance Rental $: 40.00**
($1.00 per acre or fraction thereof)

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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

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

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of April, 1994 A.D.

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

By: Howard M. Johnson
Director,
State Land and Farm Loan Office

TEXACO EXPLORATION AND PRODUCTION INC.

LESSEE: Robert S. Cornelius ATTORNEY-IN-FACT
Robert S. Cornelius

Address: P. O. Box 2100

City: Denver State: CO Zip: 80201

Telephone No. (303) 793-4000

247040

RECORDED June 24, 1994 1:00 P M
IN BOOK 97 PAGE 324
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK

By Cathy Saxton

mbv

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T-18-D-06 1 of 1

OIL AND GAS LEASE TERMS

Section 1. THE LESSEE AGREES:

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

(b)PAYMENTS. To make all payments accruing hereunder to the State Land and Farm Loan Office, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

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

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

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

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

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

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

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

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

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

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

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

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the 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 State Land and Farm Loan Office, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing Oil and Gas Lease was acknowledged before me this 25th day of May, 1994, by Robert S. Cornelius, Attorney-In-Fact, of TEXACO EXPLORATION AND PRODUCTION INC.

WITNESS my hand and official seal.

Bonnie L. Critchlow
Notary Public

My commission expires: Bonnie L. Critchlow
16027 E. Oxford Dr.
Aurora, CO 80013
My commission expires
November 23, 1994

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW131919

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

Future rental payments must be made on or before the anniversary date to: Minerals Management Service Royalty Management Program P.O. Box 5640 Denver, CO 80217

1. Name: Mcmurry Oil Co
   Street: Box 220
   City, State, Zip Code: Casper, WY 82602

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. R. Meridian State County

247071

RECORDED June 28, 1994 9:55AM
IN BOOK 97 Pg 046 PAGE 327
FEES $ 8.00 Mary L. Lentfer COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sexton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 111W 06th Meridian; WY State Sublette County
Sec. 023 [illegible]

Total acres in lease 160.000
Rental retained $ 200.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis (Signing Officer)

Supervisory Land Law Examiner (Title) MAR 08 1994 (Date)

EFFECTIVE DATE OF LEASE APR 01 1994

(Continued on reverse)

WY18 010-00086-00

FOR LESSEE

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

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

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

Duly executed this 9th day of MARCH, 19 94.

PRESIDENT

(Signature of Lessee or Attorney-in-fact)

M-Murry Oil Company

LEASE TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT, ASSIGNMENT AND BILL OF SALE

ALPO ENERGY, INC., a Texas corporation ("*Assignor*"), 700 Louisiana, Suite 4650, Houston, Texas 77002 (address), for the payment of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions hereof, hereby grants, sells, assigns conveys and transfers unto **PRESIDIO EXPLORATION, INC.**, a Colorado corporation ("*Assignee*"), 5613 DTC Parkway, Suite 750, Englewood, Colorado 80111, effective as of 7:00 a.m., local time, February 1, 1994 (the "*Effective Date*"), all of Assignor's right, title and interest in and to the following:

(a) The properties described on Exhibit "A" attached hereto and made a part hereof, whether such properties are in the nature of fee interests, leasehold interests, licenses, concessions, working interests, farmout rights, royalty, overriding royalty or other non-working or carried interests, operating rights or other mineral rights of every nature, and any rights that arise by operation of law or otherwise in all such properties and lands covered thereby and pooled, unitized, communitized or consolidated with such properties (the "*Leases*");

(b) All oil, condensate or natural gas wells, water source wells, and water and other types of injection and disposal wells either located on the Leases or on lands pooled or unitized therewith or held for use in connection with the Leases, whether producing, operating or shut-in (the "*Wells*");

(c) All severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the Leases and either (i) in storage on the Effective Date or (ii) sold on or after the Effective Date (the "*Substances*");

(d) All personal property, fixtures, leases, improvements, oil field equipment and physical facilities or interests therein that are used or held for use in connection with the ownership or operation of the Leases and Wells, including, without limitation, tanks and tank batteries, disposal facilities, storage facilities, buildings, structures, field separators and liquid extractors, compressors, pumps, pumping units, values, fittings, machinery and parts, engines, boilers, meters, apparatus, implements, tools, appliances, cables, wires, towers, casing, tubing and rods, gathering lines or other pipelines, field gathering systems, and all other similar fixtures and equipment; and

(e) All contracts, commitments, agreements and arrangements that in any way relate to the Leases and Wells including, without limitation, all leases, easements, privileges, right-of-way agreements, permits, servitudes, licenses or other agreements relating to the use or ownership of surface and subsurface properties and structures that are used or held for use in connection with the exploration, production and transportation of Substances from the Leases or Wells, and all existing or proposed unitization, pooling and communitization agreements, declarations and orders to the extent they relate to or affect the Leases and Wells, all options, farmout agreements, exploration agreements, all oil, gas liquids, condensate, casinghead gas and gas sales,

247072

RECORDED June 28, 1994 10:30AM
IN BOOK 97 PAGE 329
FEE 14.00
COUNTY CLERK
SAGUACHE COUNTY CLERK
By Cathy Sexton

purchase, exchange, gathering, transportation and processing contracts, all operating agreements, and all agreements for the production, storage, treatment, transportation, processing, purchase, sale or other disposal of Substances from the Leases and Wells or in connection therewith, and any and all amendments, ratifications or extensions of the foregoing, together with (i) all rights, privileges and benefits of Assignor thereunder arising on or after the Effective Date, (ii) all claims for take-or-pay or other similar payments arising before or after the Effective Date, and (iii) rights of subrogation for any claims that arise on or after the Effective Date under any insurance policy held by Assignor.

It is the further understanding of Assignor and Assignee that:

1. Assignor shall be entitled to all credits and proceeds of production from and accruing to the Leases prior to the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Leases for periods of time prior to the Effective Date.

2. Assignee shall be entitled to all credits and proceeds of production from and accruing to the Leases after the Effective Date and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Leases for periods of time after the Effective Date.

3. Assignor agrees to indemnify, defend and hold harmless Assignee, its agents and representatives from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, court costs, reasonable expenses of litigation and reasonable attorneys' fees) that are attributable to the Leases and other assets described above and to the period of time prior to the Effective Date, including, without limitation, any obligation of Assignor or any other person under any litigation, any obligation of Assignor or any other person to pay and discharge any refunds, including interest and penalties, if any, that may be imposed by any governmental agency arising from the sale of production prior to the Effective Date, any obligation or liability of Assignor arising from any gas imbalances other than the gas imbalances adjusted for on the execution date hereof, and the obligations and liabilities of Assignor under any laws, statutes, regulations and judicial interpretations of the United States and the state in which the Leases are located; or any of them, or any governmental or quasi-governmental authority having jurisdiction that relate to the prevention, abatement or elimination of pollution or the protection of the environment.

TO HAVE AND TO HOLD the interests herein assigned, together with all and singular the rights and appurtenances thereto unto Assignee, its successors and assigns forever; subject, however, to the matters set forth herein.

This Agreement, Assignment and Bill of Sale is made without warranty of title, express or implied, except that Assignor warrants title to the interests herein assigned against the claims of any and all persons claiming the same or any part thereof by, through or under Assignor. This conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, to the rights of Assignor under, in and to all warranties made by others with respect to the rights, titles and interests being conveyed hereunder.

The Leases may also be conveyed on the appropriate federal or state agency forms. All such additional conveyances shall be considered counterparts hereof and not additions hereto; all of the terms, conditions and covenants of this Agreement, Assignment and Bill of Sale shall be deemed incorporated into such conveyances.

Assignor will, at any time and from time to time after the date hereof, upon Assignee's request, execute, acknowledge and deliver or cause to be executed and delivered, all further documents or instruments necessary to effect the transaction embodied in this Agreement, Assignment and Bill of Sale.

This Agreement, Assignment and Bill of Sale is made and delivered subject to that certain Agreement between Assignor and Assignee dated as of May 19, 1994.

Executed this 1st day of June, 1994, effective for all purposes as of the Effective Date.

ASSIGNOR:

ALPO ENERGY, INC.

ATTEST:

By: J.W. Parks, III
Name: J.W. Parks, III
Title: Secretary

By: Tim J. Goff
Name: Tim J. Goff
Title: President

ASSIGNEE:

PRESIDIO EXPLORATION, INC.

ATTEST:

By: Bruce R. DeBoer
Name: Bruce R. DeBoer
Title: Secretary

By: Robert L. Smith
Name: Robert L. Smith
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me by TIM J. GOFF, as PRESIDENT of ALPO ENERGY, INC. on behalf of said corporation.

Witness my hand and notarial seal this 1ST day of JUNE.

My Commission Expires:

4-5-95

Liz Blythe
Notary Public in and for the
State of TEXAS

(Seal)

LIZ BLYTHE
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-05-95

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by ROBERT L. SMITH, as PRESIDENT of Presidio Exploration, Inc. on behalf of said corporation.

Witness my hand and notarial seal this 1st day of JUNE.

My Commission Expires:

~~MY COMMISSION EXPIRES:~~
May 3, 1997

Patricia Ann Jones
Notary Public in and for the
State of COLORADO

(Seal)

PATRICIA ANN JONES
NOTARY
PUBLIC
STATE OF COLORADO

EXHIBIT "A"

Lessor:	**United States of America** **W-54137**
Lessee:	**Melvin Meester**
Lease Date:	**April 1, 1976**
Description:	**Township 27 North, Range 111 West** **Section 20: NE/4** **Sublette County, Wyoming**

Including all of Assignor's interest under that certain Stipulation of Interest and Corrective Cross-Assignment of Oil and Gas Leases recorded April 23, 1985 in Book 74, Page 294 of the Oil and Gas Records of Sublette County, Wyoming.

RATIFICATION OF OIL AND GAS LEASE

247073

RECORDED June 28, 1994 10:50AM
IN BOOK 97 O&G PAGE 334
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for good and sufficient consideration, to us in hand paid, the receipt whereof is hereby acknowledged as previously received, do hereby ratify, approve and confirm that certain Oil and Gas Lease dated April 27, 1994, and effective as of April 28, 1994, executed by IRENE M. PULLY, a widow LESSOR(S), to OGM Resources LESSEE, covering the following-described lands, to-wit:

Township 27 North, Range 106 West, 6th P.M.
Section 34: E½NE¼
Section 35: W½NW¼

Containing 160.00 acres, more or less

County of Sublette, State of Wyoming, and recorded in Book 96 O&G, Page 727 of the records of said County. The undersigned hereby fully recognize said Oil and Gas Lease as being in full force and effect.

Dated this 13th day of May, 19 94.

SS# 520-42-9909

x Nancy Kenyon
NANCY KENYON

The foregoing instrument was acknowledged before me by Nancy Kenyon this 13th day of May, 19 94.

Witness my hand and official seal.

COLLEEN SMITH
NOTARY PUBLIC - STATE of UTAH
1512 WEST 1290 NORTH
FARMINGTON UT 84025
COMM. EXP. 10-25-95

Notary Public Colleen Smith

My commission expires: 10-25-95

Address

Return to:
OGM Resources
1645 Court Place, Ste 205
Denver, Colorado 80202

334

335

RATIFICATION OF OIL AND GAS LEASE

247074

RECORDED June 28, 1994 10:50 AM
IN BOOK 97 O&G PAGE 335
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned for good and sufficient consideration, to us in hand paid, the receipt whereof is hereby acknowledged as previously received, do hereby ratify, approve and confirm that certain Oil and Gas Lease dated April 27, 1994, and effective as of April 28, 1994, executed by IRENE M. PULLY, a widow LESSOR(S), to OGM Resources LESSEE, covering the following-described lands, to-wit:

Township 27 North, Range 106 West, 6th P.M.
Section 34: E½NE¼
Section 35: W½NW¼

Containing 160.00 acres, more or less

County of Sublette, State of Wyoming, and recorded in Book 96 O&G, Page 727 of the records of said County. The undersigned hereby fully recognize said Oil and Gas Lease as being in full force and effect.

Dated this 11th day of May, 19 94.

SS# 520-42-9264

x Dorothy Jean Nickerson
DOROTHY JEAN NICKERSON

The foregoing instrument was acknowledged before me by Dorothy Jean Nickerson

this 11th day of May, 19 94.

Witness my hand and official seal.

June Cowger
Notary Public

My commission expires: 12/8/95

Address 3149 ASPEN
CASPER, Wy. 82601

JUNE COVINGER NOTARY PUBLIC
County of [redacted]
State of Wyoming
[redacted] Commission Expires Dec. 8, 1995

Return to:
[redacted] Resources
[redacted] 5 Court Place, Ste 205
[redacted]

RATIFICATION OF OIL AND GAS LEASE

247075

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

RECORDED June 28, 1994 10:30AM
IN BOOK 97 N 0+6 PAGE 336
FEES 6.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Cathy Soxton

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for good and sufficient consideration, to us in hand paid, the receipt whereof is hereby acknowledged as previously received, do hereby ratify, approve and confirm that certain Oil and Gas Lease dated April 27, 1994, and effective as of April 28, 1994, executed by

IRENE M. PULLY, a widow

LESSOR(S),
to OGM Resources LESSEE,
covering the following-described lands, to-wit:

Township 27 North, Range 106 West, 6th P.M.
Section 34: E½NE¼
Section 35: W½NW¼

Containing 160.00 acres, more or less

County of Sublette, State of Wyoming, and recorded in ~~Book 96 O&G, Page 27~~ of the records of said County. The undersigned hereby fully recognize said Oil and Gas Lease as being in full force and effect.

Dated this 16 day of May, 19 94.

SS# 520-38-7214

X Amelia Ann Minkes
AMELIA ANN MINKES

The foregoing instrument was acknowledged before me by
Amelia Ann Minkes
this 16 day of May, 19 94.

Witness my hand and official seal.

Karen Lewis
Notary Public

My Commission Expires 10-06-95

My commission expires: _____

Address Box 836
Pinedale Wy 82941

336

Return to:
OGM Resources
1645 Court Place, Ste 205
Denver, Colorado 80202

337

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

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

Lease Serial No.
See Exhibit A

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* Meridian Oil Production Inc.
Street 5613 DTC Parkway
City, State, ZIP Code Englewood, Colorado 80111

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
See Exhibit A for lease descriptions and rights assigned herein.	0%	0%	O%	See Exhibit A	

247079

RECORDED June 28, 1994 12:10 PM
IN BOOK 97 046 PAGE 337
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

FOR BLM USE ONLY- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interest, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the 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 to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, and obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 13th day of May, 19 94

Name of Transferor American Hunter Exploration Ltd.
(Please type or print)

Transferor _____
(Signature)

or

Attorney-in-fact GARY F. AITKEN
VICE PRESIDENT, LAND
(Signature)

2000, 605 - 5th Avenue SW
(Transferor'sAddress)

Calgary, Alberta T2P 3H5
(City) (State) (Zip Code)

Executed this 7th day of June, 19 94

Transferee Meridian Oil Production Inc.

or

Attorney-in-fact John C. Beck
(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO 1990 - 573-016/26030

LEASE SCHEDULE

339 **EXHIBIT "A"**

STATE OF WYOMING
COUNTY OF SUBLETTE

MOI LEASE #	USA SERIAL #	LEGAL DESCRIPTION	TOTAL ACRES	TOTAL ORRI CONVEYED
WY-284	WYE-026025	TOWNSHIP 31 NORTH, RANGE 109 WEST, 6th PM SECTION 15: LOTS 7, 8, E2SW, SE SECTION 22: NW, E2 SECTION 23: W2 SECTION 26: ALL SECTION 27: E2NE SECTION 35: N2NE	1897.34	2.8% (4% X 70%)
WY-285	WYE-026026	TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH PM ALL THE BED OF NEW FORK RIVER BETWEEN MEAN HIGH WATER AND MEDIAL LINES THEREOF IN FRONT OF AND APPURTENANT TO: SECTION 11: LOT 1 SECTION 12: LOTS 5-10 SECTION 15: LOTS 7, 8	107.60	2.80% (4% X 70%)
WY-201	WYW-06269	TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH PM SECTION 35: W2, S2NE	400.00	2.8% (4% X 70%)
WY-202	WYW-06270	TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH PM SECTION 9: S2SE SECTION 10: W2	400.00	2.8% (4% X 70%)
WY-206	WYW-06283	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 6: LOTS 3-7, E2SW, SENW SECTION 7: LOTS 1, 2, E2NW	377.86	2.8% (4% X 70%)
WY-209	WYW-06286	TOWNSHIP 32 NORTH, RANGE 109 WEST, 6TH PM SECTION 28: NE	160.00	2.8% (4% X 70%)
WY-210	WYW-06933	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 7: NE	160.00	2.8% (4% X 70%)
WY-211	WYW-06934	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6TH PM SECTION 11: SE SECTION 12: S2 TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 6: SE SECTION 7: LOTS 3, 4, E2SW, SE	928.10	2.8% (4% X 70%)
WY-200	WYW-015314	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 8: S2 SECTION 17: N2 SECTION 22: NE SECTION 23: NW	960.00	2.8% (4% X 70%)

EXHIBIT "A"

STATE OF WYOMING
COUNTY OF SUBLETTE

LEASE SCHEDULE

MOI LEASE #	USA SERIAL #	LEGAL DESCRIPTION	TOTAL ACRES	TOTAL ORRI CONVEYED
WY-262	WYW-016158	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 25: E2, NENW, S2NW, N2SW	520.00	2%
WY-262	WYW-016158	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 25: S2SW, NWNW SECTION 26: ALL SECTION 34: NE, N2SE, N2NW SECTION 35: N2, N2S2, S2SE	1640.00	2.8% (4% X 70%)
WY-265	WYW-016161	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 24: SWSE	40.00	2%
WY-265	WYW-016161	TOWNSHIP 30 NRTH, RANGE 108 WEST, 6TH PM SECTION 24: N2, SW, E2SE, NWSE	600.00	2.8% (4% X 70%)
WY-266	WYW-016162	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 27: E2, E2W2	480.00	2.8% (4% X 70%)
WY-273	WYW-018039	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6TH PM SECTION 17: SESE SECTION 18: NENE SECTION 22: NESW SECTION 23: SWNE	160.00	2.8% (4% X 70%)
WY-259	WYW-016155	TOWNSHIP 30 NORTH, RANGE 107 WEST, 6TH PM SECTION 30: LOTS 2, 3,	80.68	2%

PROVINCE OF ALBERTA)
)
CANADA)

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared, GARY F. AITKEN, known to me to be the person whose name is subscribed to the foregoing instrument, VICE PRESIDENT, LAND of AMERICAN HUNTER EXPLORATION LTD., a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of May, A.D. 1994.

Kathy Trofin

KATHY M. TROFIN
Notary Public in and for the
Province of Alberta, Canada
My Appointment Expires December 31, 1994.

Address: American Hunter Exploration Ltd.
2000, 605 - 5th Avenue S.W.
Calgary, Alberta
T2P 3H5

/FORMS/ACKNOWLG.AITKEN

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated April 15, 1994, from Michael D. Marincic and Dorothy Antonia Marincic as Trustees of the Marincic Irrevocable Trust I dated June 10, 1988, as Lessors, to Starwood, Inc, a Texas Corporation, as Lessee, recorded in Book 96, Page 545, of the Oil & Gas Records of Sublette County, Wyoming is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to wit:

Township 30 North, Range 110 West, 6th P.M.
Section 3: Lots 2, 8, 9, SW¼NE¼, SE¼NW¼, NE¼SW¼, W½SE¼
Section 4: Lots 1, 2, 5, 6, 7, SW¼NE¼ N D L
Section 9: Lots 1, 4, 6, 7, ~~SW¼NE¼~~ W½SE¼
Section 10: Lots 1, 2, 4, 5, NW¼NE¼, S½NE¼, E½W½, SE¼
Section 15: NW¼NE¼, NE¼NW¼

Township 31 North, Range 110 West, 6th P.M.
Section 33: SE¼
Section 34: Lots 4, 5, 6, 7, W½SE¼

Including all accretions and riparian rights and also all rights to the bed of the Green River and the New Fork River. N D L

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we

Harvey Dean Luce, a single man

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby grant, lease, demise and let said land unto

Starwood, Inc., a Texas Corporation

subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	INT.	AMOUNT	DEPOSITORY
Harvey Dean Luce, a single man Box 219 Big Piney, WY 83113 SS#520-38-8534 246758	1/2	$1,727.57 247104	Key Bank of Wyoming 440 Bud Avenue Pinedale, WY 82941

RECORDED June 7, 1994 8:20 AM
IN BOOK 94 046 PAGE 677
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soxton

RECORDED June 30, 1994 10:55 AM
IN BOOK 97 046 PAGE 342
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soxton

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the despository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 26 **day of** May, **19** 94.

Harvey Dean Luce
Harvey Dean Luce SS#520-38-8534 (Seal)

(Seal)

(Seal)

STATE OF Wyoming
COUNTY OF Sublette } **ss.**

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this May **day of** 26, **19** 94, **personally appeared** Harvey Dean Luce **and**

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

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

NOTARY PUBLIC
Sublette County of Wyoming
My Commission Expires Nov. 19, 1994

My Commission Expires 11-19-94

Notary Public.

342

343

Margaret Conwell 37

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 26th day of May, 19 94, by and between Margaret E. Conwell Trust B - First Interstate Bank of Denver, N.A., Agent for First Interstate Bank of Wyoming, N.A., Trustee of P.O. Box 5825, Denver, CO 80217, hereinafter called lessor (whether one or more), and Starwood, Inc, a Texas Corporation of 73 N. Ranch Rd., Littleton, CO 80127-5775, hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1, 2 & 3

247105

RECORDED June 30, 1994 10:56 AM
IN BOOK 97 D+6 PAGE 343
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

of Section ____, Township ____, Range ____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 three (3) ~~xxxx~~ acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ three (3) ~~xxxx~~ years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the ~~xxxx

lessee's records and shall give lessor written notice of approval of [redacted] in the manner within a reasonable time [redacted] lessee is notified of such approval.

Lessee [redacted] the right to use, free of cost, oil, gas and water produced [redacted] land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

First Interstate Bank of Denver, N.A., Agent for First Interstate Bank of Wyoming, N.A. executes the foregoing instrument solely in its capacity as Trustee under the Will of Margaret E. Conwell and not in its corporate capacities, makes no warranties or representations of title either express or implied, and any liability asserted against said Agent or Trustee because of its execution of this instrument shall be satisfied solely from assets held by First Interstate Bank of Denver, N.A., or First Interstate Bank of Wyoming, N.A., as Agent or Trustee.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Margaret E. Conwell Trust B
First Interstate Bank of Denver, N.A., Agent for
First Interstate Bank of Wyoming, N.A., Trustee

By: _____
Terry L. Oliver, Asst Vice Pres/Trust Officer
Tax ID#: 83-6027192

Attest: _____
Elaine N. Gleason, Assistant Secretary

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

On this _____ day of _____, 19_____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Individual—Wyo.)

On this _____ day of _____, 19_____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

_____
Notary Public

STATE OF Colorado
COUNTY OF Denver } SS.

(Corporation—~~Wyo.~~ Colo)

On this 8th day of June, 19 94, before me appeared Terry L. Oliver, to me personally known, who, being by me duly sworn, did say that he is the A Vice President of First Interstate Bank of Denver, N.A., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Elaine N. Gleason acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:
5/25/96

Ann Thament
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

345

Producer 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 26th day of May, 19 94, by and between
Vernon J. Gildea and Barbara C. Gildea, husband and wife
P.O. Box 191, Daniel, Wyoming 83115
of ~~5005 Friars Rd., #2105, San Diego, CA 92110~~, hereinafter called lessor (whether one or more), and
Starwood, Inc., a Texas Corporation of 73 N. Ranch Rd., Littleton CO 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4
Section 10: Lot 1,2 & 3
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1,2 & 3

247106

RECORDED June 30, 19 94 10:50 A.M.
IN BOOK 97 PAGE 345
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

of Section ____, Township ____, Range ____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at address shown above ~~Bank at~~ ____ ~~or to lessor's credit in the depository bank at the address shown above~~, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

sum of $2.00 per net acre ~~XXXXXXXXXXXXXXXX~~

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

[redacted] [redacted] [redacted]

interests. [redacted] following such execution, shall furnish lessor w[redacted]y of such unit agreement by mail to lessor's [redacted] address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

x Vernon J. Gildea
Vernon J. Gildea

SSN: 723-03-1637

x Barbara C. Gildea
Barbara C. Gildea

SSN: 520-28-6581

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 10th day of June, 19 94, before me personally appeared Vernon J. Gildea & Barbara C. Gildea, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:
May 17, 1998.

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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

My commission expires:

.....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

..... By .....
Register of Deeds — Deputy

AFTER RECORDING, RETURN TO: .....

347

37

Producers 88—Revised
Wyoming (U)
(12-56)

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 26th day of May, 1994, by and between Mary M. Meeks Trust

of 13618 Hawthorne Dr., Sun City, AZ 85351, hereinafter called lessor (whether one or more), and Starwood, Inc., a Texas Corporation of 73 N. Ranch Rd., Littleton CO 80127-5775, hereinafter called lessee;

WITNESSETH: that lessor, for and in consideration of ten and more DOLLARS ($ 10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 33 North, Range 112 West, 6th P.M.
Section 35: W/2, SW/4NE/4, SE/4
Township 32 North, Range 112 West, 6th P.M.
Section 10: Lot 1,2 & 3

247107

RECORDED June 30 '94 10:55AM
IN BOOK 97 R+6 PAGE 347
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

of Section ____, Township ____, Range ____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 596.39 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten~~ three (3) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at address shown above Bank of XXXX

interests. [redacted] llowing such execution, shall furnish lessor w[redacted]y of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Mary M. Meeks Trust

BY Mary M. Meeks

Mary M. Meeks, Trustee

SSN: or FIN:

STATE OF Montana
COUNTY OF Missoula } SS.

(Individual—Wyo.)

On this 9th day of January, 1994, before me personally appeared Mary M. Meeks, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

Jan. 24, 1997

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Corporation—Wyo.)

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

My commission expires:

.....

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

..... By .....
Register of Deeds Deputy

AFTER RECORDING, RETURN TO: .....

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 11th day of May, 19 94, by and between Sandford T. Pulley, a single man

whose post office address is P. O. Box 220856, Anchorage, Alaska 99522-0856, hereinafter called Lessor (whether one or more) and OGM Resources whose ~~XXXXXXX~~ address is 1645 Court Place, Suite 205, Denver, CO 80202, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of - - - Ten and More - - - - - - - - - - DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit:

Township 27 North, Range 106 West, 6th P.M.
Section 34: E½NE¼
Section 35: W½NW¼

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above described land and owned or claimed by lessor, and containing 160.00 acres, more or less.

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

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

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal ~~one-eighth (1/8)~~ 15% part of all oil produced and saved from the leased premises.

2nd. To pay Lessor ~~one-eighth (1/8)~~ 15% of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of ~~one-eighth (1/8),~~ 15% payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of ~~one-eighth (1/8)~~ 15% of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

24711
247114

SS# 520-64-1836

X Sandford T. Pulley
Sandford T. Pulley, a single man

RECORDED June 30, 1994 2:00 P.M.
IN BOOK 97 D46 PAGE 349
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY
By Cathy Buxton

Printed by P&M [redacted] (303) 423-4691

STATE OF ALASKA }
~~COUNTY OF~~ 3RD Judicial District } 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 June, 19 94, personally appeared Sandford T. Pulley, a single man

and

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

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

My Commission Expires 10-13-96

Notary Public.

Address: Anchorage, Alaska

STATE OF }
COUNTY OF } ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this

day of , 19 , personally appeared

and

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

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

My Commission Expires

Notary Public.

Address:

STATE OF }
COUNTY OF } ss.

ACKNOWLEDGMENT (For use by Corporation)

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

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

Notary Public.

(SEAL)

My Commission expires

Address:

No.

FROM

TO

Dated , 19

No. Acres

County,

Term

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

County Clerk.

By Deputy.

When recorded return to

OGM Resources
1645 Court Place, Ste 205
Denver, Colorado 80202

350

Texaco Exploration and
Production Inc.
P.O. Box 46513
Denver, CO 80201-6513

351

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CONTEX ENERGY COMPANY, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by TEXACO EXPLORATION AND PRODUCTION INC., of P. O. Box 2100, Denver, CO 80201, the receipt of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said TEXACO EXPLORATION AND PRODUCTION INC., hereinafter called "Assignee", its successors and assigns, the Oil and Gas Leases, described in EXHIBIT "A" attached hereto and made a part hereof, and all rights thereunder or incident thereto, and personal property thereon or used or obtained in connection therewith which said leases cover the lands identified and described therein situated in Sublette County, Wyoming.

Reference is hereby made to said leases, and the recording thereof in Sublette County, Wyoming, for further description and all other lawful purposes.

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, its successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said leases, and Assignee by acceptance hereof, agrees to comply with and hereby assumes all of the express and implied covenants and obligations of the original lessee under said leases.

WY0938

And for the consideration aforesaid, the Assignor for itself and its successors and assigns, does covenant with said Assignee, its successors and assigns, that Assignor is the lawful owner of said leasehold estate and property herein assigned, and that Assignor has good right and authority to sell and convey same, that said rights, interests and property are free and clear from all liens and encumbrances, and that Assignor, its successors and assigns, will warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed this the 16th day of June, 1994.

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

247162

RECORDED July 5, 1994 2:40P M
IN BOOK 97 OR 8 PAGE 351
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

STATE OF COLORADO
COUNTY OF DENVER

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Gary Butler, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office, this the 16th day of June, 1994.

My Commission Expires: Aug 9, 1997

RONALD ROWLAND NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public - Ronald Rowland
Address: 7403 E. Bates Dr.
Denver, CO 80231

[redacted] [redacted] [redacted]

Attached to and made a part of Assignment of Oil & Gas Leases from CONTEX ENERGY COMPANY to TEXACO EXPLORATION AND PRODUCTION INC.

EXHIBIT "A" - Sublette County, Wyoming

[redacted]ument	Date	Lessor	Lessee	Description	Gross Ac	Recording
OGL WY909338C	4/30/94	Ann Marie Gaviotis, et vir	Contex Energy Company	27N-106W Sec 27: SWSW 28: NWSE 34: W2NW, SENW, NWSE	240.00	OGBk 96, Pg 642 Corrected: OGBk 97, Pg 12
OGL WY909338D	4/30/94	Esther G. Bunning, individ. and as Trustee	Contex Energy Company	27N-106W Sec 27: SWSW 28: NWSE 34: W2NW, SENW, NWSE	240.00	OGBk 96, Pg 644 Corrected: OGBk 97, Pg 11

352

353

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30th day of March, 19 94., by and between

Thomas A. Gilbertson, a married man dealing in his sole and separate property

whose post office address is 216 Sandringham North, Moraga, California 94556, hereinafter called Lessor (whether one or more) and

Donald B. Anderson Ltd. whose post office address is 1200 17th Street, Suite 1150, Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and More ($10.00+) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

247198

RECORDED July 7, 1994 10:00AM
IN BOOK 97 PAGE 353
FEES 10.00 Mary S. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

and containing 685.45 acres, more or less.

Five (5)

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

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

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

X Thomas A. Gilbertson, a married man dealing in his sole and separate property

S.S. #396-36-0525

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ~~California~~ Wisconsin }
COUNTY OF La Crosse } ss.

On this 9th day of June 19 94, before me personally appeared

Thomas A. Gilbertson, a married man dealing in his sole and separate property.

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he ~~(she, they)~~ executed the same.

Yvette Engelhardt
Notary Public

My commission expires: 4-19-98

Residing at La Crosse, Wisconsin

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

..... Residing at .....

RECORDING DATA

WHEN RECORDED, RETURN TO:
LCM, LTD.
P. O. BOX 596
DENVER, COLORADO 80201-059

EXHIBIT "A"

This Exhibit "A" is attached hereto and made a part hereof of that certain Oil and Gas Lease dated March 30, 1994, between Thomas A. Gilbertson, a married man dealing in his sole and separate property, 216 Sandringham North, Moraga, California 94556, as Lessor, and Donald B. Anderson Ltd., 1200 17th Street, Suite 1150, Denver, Colorado 80202, as Lessee, covering the following lands, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 11: SW/4NW/4, NW/4SW/4, SE/4SW/4, S/2SE/4
LESS AND EXCEPT: All that part of the SW/4NW/4 lying within the boundaries of a metes and bounds description, more particularly described as follows: Beginning at the northeast corner of said parcel, said corner lying S 0 degrees 13 minutes 12 seconds E, 31.86 feet from the northeast corner of said SW/4NW/4 of Section 11, T29N, R112W, and being in the centerline of 80 foot wide Sublette County Road No. 23-151; thence from said northeast corner and point of beginning S 0 degrees 13 minutes 12 seconds E, 1109.88 feet along the east boundary of said parcel to the southeast corner thereof; thence along the south line of said parcel S 85 degrees 38 minutes 01 seconds W, 827.50 feet to an angle point: thence N 58 degrees 20 minutes 33 seconds W, 1048.59 feet along the southerly line thereof to a point and intersection with the centerline of said County Road No. 23-151; thence N 79 degrees 06 minutes 38 seconds E, 51.91 feet along said centerline to an angle point; thence N 65 degrees 25 minutes 57 seconds E, 82.24 feet along the centerline of said road to an angle point; thence N 20 degrees 52 minutes 47 seconds W, 427.92 feet along the westerly line of said parcel and the centerline of a 20 foot wide easement for use at sellers discretion, to an angle point; thence N 77 degrees 02 minutes 50 seconds E, 429.59 feet along said easement centerline and northerly line of said parcel to an angle point; thence N 0 degrees 22 minutes 31 seconds W, 194.50 feet along the westerly line of said parcel and the west line of said SW/4NW/4 of Section 11 to the northwesterly corner thereof; thence S 86 degrees 31 minutes 45 seconds E, 764.57 feet along the north line of said parcel and the north line of said SW/4NW/4 of Section 11, to an angle point; thence S 23 degrees 35 minutes 36 seconds W, 327.60 feet along the easterly line of said parcel to a point and intersection with the centerline of said Sublette County Road No. 23-151; thence N 70 degrees 30 minutes 25 seconds E, 591.41 feet along said centerline and northerly line of said parcel to an angle point; thence N 74 degrees 29 minutes E, 138.67 feet along the centerline of said road and northerly line of said parcel to the point of beginning, 32.386 acres. more or less.
LESS AND EXCEPT: Part of the SW/4NW/4, more particularly described as follows: Beginning at the northeasterly corner of the parcel being described and also said SW/4NW/4 of Section 11; thence along the easterly line of said parcel and also said SW/4NW/4 of Section 11, S 0 degrees 13 minutes 12 seconds E, 31.86 feet to the southeasterly corner of said parcel and a point in an intersection with the centerline of 80 feet wide South Piney County Road No. 23-151; thence along the southerly line of said parcel and the centerline of said County Road, S 74 degrees 29 minutes W, 138.67 feet to a point; thence S 70 degrees 30 minutes 25 seconds W, 591.41 feet to the southwesterly corner of said parcel; thence along the westerly line of said parcel, N 23 degrees 35 minutes 36 seconds E, 327.60 feet to the northwesterly corner of said parcel and a point in an intersection with the northerly line of said SW/4NW/4, Section 11; thence along the northerly line of said parcel and also said SW/4NW/4, Section 11. S 86 degrees 31 minutes 45 seconds E, 560.89 feet to the point of beginning, 2.168 acres, more or less.
Section 12: S/2SW/4, SW/4SE/4
Section 13: W/2NE/4, NW/4, N/2SW/4
Section 14: N/2NE/4

containing 685.45 acres, more or less

Notwithstanding anything to the contrary, whenever the royalty fraction of one-eighth (1/8th) appears herein, it shall be fifteen percent (15%) for the purpose of this Lease. The lesser interest provisions shall be applicable to this increased royalty.

SIGNED FOR IDENTIFICATION:

Thomas A. Gilbertson, a married man dealing in his sole [redacted]eparate property [redacted]

[redacted]

Producers 88—TK [redacted]
Montana 1975—ST
Rev 3-88

OIL AND [redacted] LEASE

[redacted] gs Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of April 26, 1994, by and between

Alsade Minerals Limited Partnership
P.O. Box 784
Big Piney, Wyoming 83113

hereinafter called Lessor,

and Donald B. Anderson Ltd, 1200 17th Street, Suite 1150
Denver, Colorado 80202

hereinafter called Lessee.

1. Lessor, for and in consideration of TEN AND MORE Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom, oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roadways and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Sublette, State of Wyoming, described as follows (herein called "said land"):

Township 31 North, Range 113 West, 6th P.M.
Section 28: S½NE¼, SE¼NW¼, SE¼SW¼, SE¼
Section 33: N½NE¼, NE¼NW¼

Township 31 North, Range 114 West, 6th P.M.
Section 29: S½SW¼, SW¼SE¼

Notwithstanding anything to the contrary, whenever the royalty fraction of one-eighth (1/8th) appears herein, it shall be one-sixth (1/6th) for the purpose of this lease. The lesser interest provisions shall be applicable to this increased royalty.

THIS LEASE IS SUBJECT TO SIDE LETTER AGREEMENT DATED APRIL 26, 1994.

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise Five Hundred Sixty (560) acres.

2. Subject to the other provisions herein contained, this lease shall be for a term of Five years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3. As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal one-eighth part of all oil produced and saved from said land, or at the Lessee's option may pay to the Lessor for such royalty the market price for oil of like grade and gravity prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasoline or any other products, one-eighth of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of $100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered, to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the Direct to Lessor KXK at ....., or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Five Hundred Sixty ($560.00) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

7. If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced on said land on or before the next ensuing rental paying date; or, provided Lesse begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee resumes operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8. The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but thereafter such equipment shall become the property of Lessor, unless Lessor on or before such date shall, by written request, require Lessee to remove such materiel and restore said land as nearly as possible to its original condition.

9. Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof and all advance payments or rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

11. Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

12. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgage, or other liens, existing, levied, or assessed on or against said land and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder. Lessor further agrees that any interest or title to said land acquired by Lessor after the date hereof shall be subject to this lease to the same extent as if said interest or title had been held by Lessor at the date hereof. In such event the amount of rental payable hereunder shall be appropriately adjusted at the next ensuing rental date after Lessee has been furnished evidence of such after acquired title.

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

14. This lease shall be binding upon all who execute it, whether they are named in the granting clause and whether all parties named in the granting clause execute this lease. All provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessees. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

247199

RECORDED July 7, 1994 10:00 AM
IN BOOK 97 MISC PAGE 356
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

Alsade Minerals Limited Partnership

BY: Kenneth H Guio
Kenneth H Guio, General Partner

TAX ID# 830282576

Kenneth H Guio

356

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF California
COUNTY OF Monterey } ss.

357

On this 23rd day of May 19 94, before me personally appeared
********** Kenneth H. Guio, General Partner **********
****

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he ~~she~~ executed the same.

Linda M. Griffin
Notary Public

My commission expires:
August 21, 1996

Residing at Carmel

Linda M. Griffin
Comm. #971139
NOTARY PUBLIC CALIFORNIA
MONTEREY COUNTY
My Comm. Expires Aug. 21, 1996

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

WHEN RECORDED, RETURN TO:
LCM, LTD.
P. O. BOX 596
DENVER, COLORADO 80201-0596

[redacted]

Producers 88
Rocky Mountain 1989

[redacted]

PAID-UP

OIL AND GAS LEASE

247201

RECORDED July 7, 1994 11:20 AM
IN BOOK 97 PAGE 358
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Scott

THIS AGREEMENT, made and entered into this 11th day of February 19 94, by and between Joseph Angus and Vicki S. Angus, husband and wife, individually and as heirs to Marian L. Angus, a deceased person, of 1935 N.W. 21 St., Oklahoma City, OK 73106 hereinafter called lessor (whether one or more), and Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202 hereinafter called lessee:

WITNESSETH:

1 That lessor, for and in consideration of ten and more ********** dollars ($ 10.00+ ********) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of SUBLETTE, State of WYOMING, described as follows, to-wit:

Township 31 North, Range 113 West, 6th P.M.

Section 24: SW¼SW¼ Section 25: W½ Section 26: NE¼NE¼
Section 35: NE¼SE¼ Section 36: W½

containing 760.00 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur. J.A. VSA.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five(5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

~~3. If lessee has not commenced drilling operations on or before the ____ day of ____, 19____, this lease~~ shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the ____ Bank, at ____ (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of ____ DOLLARS ($____), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to ~~keep the lease in force during the remainder of the primary term~~.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises. J.A. VSA

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~in the depository bank named in the lease~~, a sum equal to the amount of ~~delay rentals payable under the lease~~. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in ~~royalty payment~~ anniversary date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease. $1.00 per ac J.A. VSA

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether

authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, ~~that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and~~ if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay ~~an annual delay rental~~ on the anniversary dates hereof in the manner and in the amount ~~above provided~~ of $1.00 per net mineral acre then covered by this lease. JA VSA

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. This is a paid-up rental lease. All annual rental payments have been paid in advance to keep this lease in force & effect throughout the primary term stated herein. JA VSA

IN WITNESS WHEREOF witness our hands as of the day and year first above written.

446-48-6467
Social Security No.

Joseph Angus

Vicki S. Angus

STATE OF Oklahoma
COUNTY OF Oklahoma } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 14th day of June, 19 94, before me personally appeared Joseph Angus and Vicki S. Angus
to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that They executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and Seal this 14th day of June, 19 94

My commission expires: 3-10-97

Notary Public for the State of Oklahoma
residing at Shawnee, OK

STATE OF
COUNTY OF } ss.

CORPORATE, Wyoming, Montana, Colorado

On this ____ day of ____, 19 ____, before me personally appeared ____
to me personally known, who, being by me duly sworn, did say that he is the ____ President (or Secretary) of ____
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this ____ day of ____, 19 ____

My commission expires:

Notary Public for the State of ____
residing at ____

Producers 88
Rocky Mountain 1989

PAID-UP
OIL AND GAS LEASE

247202

RECORDED July 7, 1994 11:20AM
IN BOOK 97 045 PAGE 360
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

THIS AGREEMENT, made and entered into this 11th day of February 19 94, by and between Patricia Angus McMordie and Michael R. McMordie, wife and husband, individually and as heir of Marian L. Angus, a deceased person, of Route 3, Box 544-M, Elgin, Texas 78621, hereinafter called lessor (whether one or more), and Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more ********** dollars ($ 10.00+ ********) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of SUBLETTE, State of WYOMING, described as follows, to-wit:

Township 31 North, Range 113 West, 6th P.M.
Section 24: SW¼SW¼ Section 25: W½ Section 26: NE¼NE¼
Section 35: NE¼SE¼ Section 36: W½
containing 760.00 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth (⅛) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (⅛) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (⅛) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each

~~3. If lessee has not commenced drilling operations on or before the _____ day of _____, 19____, this lease~~ shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the _____ Bank, at _____ (or its successor or successors, of any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of _____ DOLLARS ($_____), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to ~~keep the lease in force during the remainder of the primary term~~.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or if within one hundred twenty (120) days after such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~in the depository bank named in the lease~~, a sum equal to the amount of ~~delay rentals payable under the lease~~. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in ~~royalty payment~~ anniversary date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the rental paying date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, as to such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in lessee's judgment it is necessary or advisable to do so, and irrespective of whether

authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's eight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided of $1.00 per net mineral acre then covered by this lease. P.A.M.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written. payments have been paid in advance to keep this lease in force & effect throughout the primary term stated herein. P.A.M.

443-54-7593
Social Security No.

Patricia Angus McMordie
Patricia Angus McMordie

Michael R. McMordie
Michael R. McMordie

STATE OF Texas
COUNTY OF Travis } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 19 day of May, 1994, before me personally appeared Patricia Angus McMordie + Michael R. McMordie to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 19 day of May, 1994.

My commission expires:

WILLOUISE G. URBAN
Notary Public - State of Texas
My Commission Expires: 3/29/94

Willouise Urban
Notary Public for the State of Texas
residing at 6104 Easy Meadow Cv
Manor Tx

STATE OF
COUNTY OF } ss.

CORPORATE, Wyoming, Montana, Colorado

On this day of, 19, before me personally appeared

to me personally known, who, being by me duly sworn, did say that he is the President (or Secretary) of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this day of, 19.

My commission expires:

Notary Public for the State of

residing at

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-90672

Lease Effective Date
(Anniversary Date)
February 1, 1985

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMurry Oil Company
   Street Box 220
   City, State, ZIP Code Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 107 West, 6th PM Section 4: Lot 1, W2SE4 Section 7: Lots 5, 6, 7, 8, E2W2 Sublette County, Wyoming Containing 412.76 acres, more or less	100	100	None	4.000	None

247221

RECORDED July 8, 1994 9:45 AM
IN BOOK 97 Misc PAGE 362
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sarton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

362

State of Wyoming)

363

County of Natrona)

The foregoing instrument was acknowledged before me by John W. Martin, this 1ST day of JULY, 1994.

Witness my hand and official seal.

JAMES W. CURRY - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Jan. 23, 1995

James W. Curry
Notary Public James W. Curry

My commission expires Jan. 23, 1995

STATE OF Florida)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by William H. Short, III Personal Representative of the Estate of William H. Short, Jr.

this 10th day of June, 1994. FL DLH S630-928-37-185

Witness my hand and official seal.

My commission expires _____.

Liliana Daucourt
Notary Public

LILIANA DAUCOURT
Notary Public, State of Florida
My Commission Expires
JUNE 22, 1996
Commission No. CC 209559

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 10 day of June, 19 94

Name of Assignor as shown on current lease William H. Short, Jr. Tax ID#65-6013253

Assignor William H. Short, III, Personal Representative of the Estate of William H. Short, Jr.

3767 Prairie Dunes Drive
(Assignor's Address)

Sarasota, Florida 34238
(City) (State) (Zip Code)

Executed this 1ST day of JULY, 1994

Assignee McMurry Oil Company

or

Attorney-in-fact John W. Martin, President

(Signature)

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

ROYALTY DEED
(Corrected Assignment of Royalty)

KNOW ALL MEN BY THESE PRESENTS, That GORDON M. MICKELSON, dealing in his sole and separate property ("Grantor") for and in consideration of the sum of TEN and no/100ths Dollars ($10.00) to us cash in hand paid by JOHN S. KVENILD, WILLIAM K. KVENILD and JOHN R. KVENILD ("Grantees") the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the said JOHN S. KVENILD, WILLIAM J. KVENILD and JOHN R. KVENILD and unto their heirs and assigns forever, in equal shares an UNDIVIDED nine fifty-sixths (9/56) interest in and to all of the oil, gas and other minerals, in, under and upon the following described lands, situated in Sublette County, in the State of Wyoming, to-wit:

Township 30 North, Range 112 West of the 6th P.M.

Section 20: E1/2SE1/4
Section 21: NW1/4NE1/4, S1/2NE1/4, W1/2, SE1/4
Section 22: NW1/4SW1/4
Section 28: W1/2, SE1/4, N1/2NE1/4
Section 29: NE1/4NE1/4, S1/2NE1/4, SE1/4

TO HAVE AND TO HOLD the above described property and property interest, together with all and singular the rights and appurtenances thereunto belonging, unto the said Grantees, their heirs and assigns forever, subject, however, to all of the terms, conditions and reservations hereinafter mentioned.

The grantor herein expressly reserves to himself, his heirs or assigns, the exclusive right to lease said lands, or any part thereof, for oil, gas and mineral purposes, without interference or hindrance upon the part of the grantees, their heirs or assigns; and the grantees herein, their heirs or assigns shall never be entitled to receive any part of the consideration, cash or otherwise, paid or to be paid, for any oil and gas or mining lease heretofore or hereafter executed covering said land, or any part thereof, nor shall the grantees, their heirs or assigns, ever be entitled to receive any part of any delay rentals to defer the commencement of operations provided by any such lease; and the grantees herein, their heirs or assigns, shall not be required to

247248

RECORDED July 12, 1994 8:25 AM
IN BOOK 97 Misc PAGE 364
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

join in the execution and delivery of any oil and gas or mining lease covering said land, or any part thereof, in order to convey good title to lessee thereunder.

It is the intention of the parties hereto that the grantees herein, their heirs, or assigns, shall be entitled to receive hereunder nine fifty-sixths (9/56) of all oil and/or gas or minerals run to the credit of the royalty interest reserved under and by virtue of any oil and gas or mining lease now in force and effect covering said land, and under any oil and gas or mining lease hereafter executed covering said land, or any part thereof or run to the credit of the oil and gas or mineral production without lease.

This instrument corrects that certain Assignment of Royalty, dated January 10, 1969, recorded on January 22, 1969 in Book 25 at page 423.

WITNESS my hand on this 3rd day of June, 1994.

GORDON M. MICKELSON

STATE OF WYOMING)
) SS.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me by GORDON M. MICKELSON this 3rd day of June, 1994.

Witness my hand and official seal.

Notary Public

My commission expires:

_____

JOHN S. MICKEY - NOTARY PUBLIC
County of Sublette State of Wyoming
My Commission Expires Aug. 4, 1997

When recorded mail to:
Rosalyn W. Hughes
1343 Yale Avenue
Salt Lake City, Utah 84145

ROYALTY D''ED

Rosalyn W. Hughes, grantor, of Salt Lake City, County of Salt Lake, State of Utah, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, and CONVEY unto Kent W. Hughes, grantee, whose address is 416 Bettyhill Avenue, Duarte, California 91010, a .02813 percent overriding royalty in all oil, gas, and other minerals produced and saved from U.S. Oil and Gas Lease Evanston No. 07671-B, covering the following described lands situated in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M., Wyoming
Section 8: SE/4 NW/4

WITNESS MY HAND this 7 day of July, 1994.

Rosalyn W. Hughes
Rosalyn W. Hughes

207249

RECORDED July 12, 1994 8:35AM
IN BOOK 97 646 PAGE 366
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 7 day of July, 1994, personally appeared before me Rosalyn W. Hughes, to me personally known to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

Notary Public
Residing in:

My Commission expires:

11-11-95

JEFFREY W. HILLMAN
3730 Highland Drive, #201
Salt Lake City, Utah 84106
My Commission Expires 11/11/95
STATE OF UTAH

When recorded mail to:
Rosalyn W. Hughes
1343 Yale Avenue
Salt Lake City, Utah 84145

ROYALTY DEED

Rosalyn W. Hughes, grantor, of Salt Lake City, County of Salt Lake, State of Utah, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, and CONVEY unto Kent W. Hughes, grantee, whose address is 416 Bettyhill Avenue, Duarte, California 91010, a .02813 percent overriding royalty in all oil, gas, and other minerals produced and saved from U.S. Oil and Gas Lease Evanston No. 07671-B, covering the following described lands situated in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M., Wyoming
Section 8: NE/4

WITNESS MY HAND this 7 day of July, 1994.

Rosalyn W. Hughes
Rosalyn W. Hughes

247250

RECORDED July 12, 1994 8:35AM
IN BOOK 97 O&G PAGE 367
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 7 day of July, 1994, personally appeared before me Rosalyn W. Hughes, to me personally known to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

Notary Public
Residing in:

My Commission expires:
11-11-95

NOTARY PUBLIC
JEFFREY W. WILKINSON
3760 Highland Drive, #200
Salt Lake City, Utah 84106
My Commission Expires 11/11/95
STATE OF UTAH

When recorded mail to:
Rosalyn W. Hughes
1343 Yale Avenue
Salt Lake City, Utah 84145

ROYALTY DEED

Rosalyn W. Hughes, grantor, of Salt Lake City, County of Salt Lake, State of Utah, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, and CONVEY unto Kent W. Hughes, grantee, whose address is 416 Bettyhill Avenue, Duarte, California 91010, a .07125 percent overriding royalty in all oil, gas, and other minerals produced and saved from U.S. Oil and Gas Lease Evanston No. 07671-A, covering the following described lands situated in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Township 27 North, Range 113 West, 6th P.M., Wyoming
Section 8: SE/4

WITNESS MY HAND this 7 day of July, 1994.

Rosalyn W. Hughes
Rosalyn W. Hughes

247251

RECORDED July 12, 1994 8:35A M
IN BOOK 97 PAGE 368
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 7 day of July, 1994, personally appeared before me Rosalyn W. Hughes, to me personally known to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

Notary Public
Residing in:

My Commission expires:

11-11-95

NOTARY PUBLIC
JEFFREY W. WILKINSON
3760 Highland Drive, #200
Salt Lake City, Utah 84106
My Commission Expires 11/11/95
STATE OF UTAH

When recorded mail to:
Rosalyn W. Hughes
1343 Yale Avenue
Salt Lake City, Utah 84145

ROYALTY DEED

Rosalyn W. Hughes, grantor, of Salt Lake City, County of Salt Lake, State of Utah, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, and CONVEY unto Kent W. Hughes, grantee, whose address is 416 Bettyhill Avenue, Duarte, California 91010, a .07125 percent overriding royalty in all oil, gas, and other minerals produced and saved from U.S. Oil and Gas Lease Evanston No. 07671-A, covering the following described lands situated in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

The Southeast 1/2 of Section 8, Township 27 North, Range 113 West, Sublette County, Wyoming.

WITNESS MY HAND this 7 day of July, 1994.

Rosalyn W. Hughes

247252

RECORDED July 12, 1994 8:35AM
IN BOOK 97 O+G PAGE 369
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 7 day of July, 1994, personally appeared before me Rosalyn W. Hughes, to me personally known to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

Notary Public
Residing in:

My Commission expires:

11-11-95

NOTARY PUBLIC
JEFFREY W. WILKINSON
3750 Highland Drive, #200
Salt Lake City, Utah 84106
My Commission Expires 11/11/95
STATE OF UTAH

When recorded mail to:
Rosalyn W. Hughes
1343 Yale Avenue
Salt Lake City, Utah 84145

ROYALTY DEED

Rosalyn W. Hughes, grantor, of Salt Lake City, County of Salt Lake, State of Utah, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, and CONVEY unto Kent W. Hughes, grantee, whose address is 416 Bettyhill Avenue, Duarte, California 91010, a .028120 percent overriding royalty in all oil, gas, and other minerals produced and saved from U.S. Oil and Gas Lease Evanston No. 07671-B, covering the following described lands situated in Sublette County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

The North 1/2 and the Southwest 1/4 of Section 8, Township 27 North, Range 113 West, Sublette County, Wyoming.

WITNESS MY HAND this 7 day of July, 1994.

Rosalyn W. Hughes

247253

RECORDED July 12, 1994 8:35 AM
IN BOOK 97 PAGE 370
FEES 6.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this 7 day of July, 1994, personally appeared before me Rosalyn W. Hughes, to me personally known to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her own free act and deed.

Notary Public
Residing in:

My Commission expires:

11-11-95

NOTARY PUBLIC
JEFFREY W. WILKINSON
3760 Highland Drive, #200
Salt Lake City, Utah 84106
My Commission Expires 11/11/95
STATE OF UTAH

371

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is entered into by and between **McMURRY OIL COMPANY**, a Wyoming corporation, P.O. Box 220, Casper, WY 82602 (hereinafter referred to as "Assignor"), and **SNYDER OIL CORPORATION**, a Delaware corporation, 1625 Broadway, Suite 2200, Denver, CO 80202 (hereafter referred to as "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has agreed to sell, convey, and deliver, and Assignee has agreed to purchase and receive all of the interest owned or controlled by Assignor in certain oil, gas, and mineral leases and contractual rights appurtenant thereto.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver to Assignee, its successors and assigns, effective as of June 1, 1994 (the "Effective Time"), the following properties and rights:

(a) All of Assignor's right, title and interest in and to the fee oil and gas leases described on Exhibit "A-1", attached hereto and made a part hereof, and all of Assignor's operating rights and working interest but not record title interest in and to the Federal and State of Wyoming oil and gas leases described in Exhibit "A-1" attached hereto and made a part hereof, BUT INSOFAR AND ONLY INSOFAR AS SAID OIL AND GAS LEASES COVER THE LANDS DESCRIBED ON EXHIBIT "A-2" attached hereto and made a part hereof (hereinafter referred to as the "Subject Leases").

(b) All of Assignor's interest in and to all rights and privileges, including surface rights and privileges, easements, rights-of-way, licenses, authorizations, permits, and similar rights and interests owned or exercised by Assignor in, on, over, or pertaining to Assignor's ownership and operating rights in and to the Subject Leases, to the extent that the same are lawfully assignable, and all of Assignor's rights and obligations, including rights and obligations under any operating, gas balancing, farmout, pooling, or unitization agreement or any other contract, agreement, commitment, or arrangement pertaining to the Subject Leases.

(c) All of Assignor's interest in and to all lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, land surveys, proprietary seismic records, gravity maps, electric logs, geological and geophysical prospect maps, and geological base maps, and all other books, records, intangibles, files, maps, data (including geophysical, geological and engineering data) not subject to third-party restrictions on transfer, and accounting records and all rights thereto of Assignor related to the Subject Leases, or used primarily in the maintenance or operation thereof, described or referred to in subsections (a) and (b) above, or to any producing, treating, processing, storing, gathering, or marketing of oil, gas, and other minerals attributable to such Subject Leases.

RECORDED - Aug 12, 1994 9:05AM
IN BOOK 97 PAGE 351
FEES 180.50 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

247255

All of said property being hereinafter referred to collectively as the "Purchased Properties".

TO HAVE AND TO HOLD, all and singular, the Purchased Properties unto the Assignee, its successors and assigns, subject to the following terms, covenants and provisions.

1. Assignor, hereby excepts and reserves unto itself, its successors or assigns, an inclusive proportionate overriding royalty of seven and one-half percent of eight-eighths (7.5% of 8/8ths) of all oil, gas, casinghead gas, condensate and other hydrocarbons produced and saved from said Subject Leases, or any modification, extension or renewal lease obtained in lieu thereof.

2. With respect to the overriding royalty herein excepted and reserved by Assignor, Assignor and Assignee agree as follows:

   a. That oil and gas used in drilling and operations on said Subject Leases and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

   b. That in the event said Subject Leases cover less than all the oil and gas mineral rights in and to the lands described in and covered by this conveyance, or the interest of Assignor is less than the entire leasehold estate, said overriding royalty shall be proportionately reduced so as to be equal to that proportion of the interest in and to said oil and gas rights in the lands described in and covered by this conveyance bears to the full and undivided oil and gas mineral estate.

   c. That said overriding royalty interest shall be inclusive of existing royalties, overriding royalties, and payments out of production to the extent that as of the Effective Time such existing burdens are in excess of twelve and one-half percent of eight-eighths (12.5% of 8/8ths), it being the intent that Assignee shall receive a proportionate eighty percent (80%) net revenue interest in the Subject Leases.

3. This Assignment is made subject to all of the terms, provisions and covenants of that certain Purchase and Sale Agreement dated June 1, 1994, by and between Assignor and Assignee.

4. So long as not prohibited by applicable law to do so, Assignor and Assignee and their respective successors and assigns, will do, execute, acknowledge, and deliver all further acts, conveyances, transfer orders, division orders, notices, releases, and acquittances and such other instruments as may be necessary or appropriate to assure more fully to each party hereto, their respective successors and assigns, all of the respective properties, rights, title, interests, estates, remedies, powers, and privileges conveyed or intended to be conveyed by this Assignment. Assignor and Assignee shall execute the applicable federal and state assignment forms to evidence this Assignment.

5. The assignment and conveyances made by this Assignment are made without warranty of title, express, express, implied or statutory and without recourse, even as to the return of the purchase price or other consideration, except by, through or under Assignor and not otherwise.

6. **NERD ENTERPRISES, INC.**, a Wyoming corporation, P.O. Box 220, Casper, WY 82602; **FORT COLLINS CONSOLIDATED ROYALTIES, INC.**, a Colorado corporation, P.O. Box 1363, Cheyenne, WY 82002; and **EDWARD M. WARNER**, an individual, 1512 Larimer St., Suite 1000, Denver, CO 80202, do hereby ratify, confirm and acknowledge all of the terms, provisions and conditions of this Assignment and as may be necessary or appropriate to accomplish the conveyance intended hereby, do hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to Assignee their interests in the Purchased Properties subject to the same terms, provisions and conditions hereof or between Assignor and Assignee.

7. All of the terms, provisions, covenants, and agreements herein contained shall extend to and be binding upon the parties hereto, their respective successors and assigns, and such terms, covenants, and conditions shall be covenants running with the

Subject Leases and the land herein described and with each transfer or assignment of said land and Subject Leases.

8. This Assignment may be executed in any number of counterparts, each of which shall be considered as binding on the parties executing whether or not each is executed by all parties, and when so executed by all parties shall have the same effect as if all parties had executed the same instrument.

9. In the event said Subject Leases cover less than all the oil and gas mineral rights in and to the lands described in and covered by this conveyance, or the interest of Assignor is less than the entire leasehold estate, the interest of Assignor herein assigned shall be proportionately reduced so as to be equal to that proportion of the interest in and to said oil and gas rights in the lands described in and covered by this conveyance bears to the full and undivided oil and gas mineral estate.

IN WITNESS WHEREOF, this Assignment is executed on this 6th day of July, 1994.

ASSIGNOR:

ATTEST:

By: _____
Assistant Secretary

McMURRY OIL COMPANY

_____
By: John W. Martin
Title: President

ASSIGNEE:

SNYDER OIL CORPORATION

By: _____
Steven G. Van Hook
Attorney-in-Fact

JRM RC

RATIFYING PARTIES:

ATTEST:

By: _____
Assistant Secretary

NERD ENTERPRISES, INC.

_____
By: Mick McMurry
Title: President

ATTEST:

By: _____
Assistant Secretary

FORT COLLINS CONSOLIDATED ROYALTIES, INC.

_____
By: William R. Weeks
Title: Executive Vice President

_____
EDWARD M. WARNER, an individual

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 2nd day of July, 1994, before me personally appeared John W. Martin, to me personally known, who, being by me duly sworn, did say that he is the President of **McMURRY OIL COMPANY**, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Lloyd D. Wulf
Notary Public

My Commission Expires:
November 19, 1994

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

The foregoing instrument was acknowledged before me this 1st day of July, 1994, by Steven G. Van Hook, Attorney-in-Fact of SNYDER OIL CORPORATION, a Delaware corporation.

WITNESS my hand and official seal.

Robin M. Clark
Notary Public
Address: 1625 Broadway, Suite 2200
Denver, Colorado 80202

My Commission Expires:
6/13/96

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 2nd day of July, 1994, before me personally appeared Mick McMurry, to me personally known, who, being by me duly sworn, did say that he is the President of **NERD ENTERPRISES, INC.**, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said N.A. McMurry acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Lloyd D. Wulf
Notary Public

My Commission Expires:
November 19, 1994

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

On this 6th day of July, 1994, before me personally appeared William R. Weeks, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of FORT COLLINS CONSOLIDATED ROYALTIES, INC., and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said William R. Weeks acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

My Commission Expires:
11-3-96

Notary Public
Address: 1625 Larimer, #2200
Denver, Co 80202

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of July, 1994, personally appeared **EDWARD M. WARNER**, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

My Commission Expires:
November 30, 1997

Notary Public
Residing at: 1512 Larimer St, #1000
Denver, Co 80202

EXHI[redacted]

the "Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated July 6, 1994, by and between SNYDER OIL CORPORATION, as Buyer, and MCMURRY OIL COMPANY, ET AL, as, Seller.

Lease Name/Number	Lessee	Lease date	Term (yrs.)	STATE OF Wyoming COUNTY OF Sublette Description	Net Acres	Block
WYW-125946	High Plains Energy Co.	01/01/92	5	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: ALL SEC. 22: N/2 SEC. 23: ALL	1,600.00	B
WYW-125947	High Plains Energy Co.	01/01/92	5	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 26: ALL SEC. 27: ALL SEC. 28: ALL SEC. 29: ALL	2,560.00	B
WYW-125948	High Plains Energy Co.	01/01/92	5	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 18: LOTS 1-4, E/2, E/2W/2 SEC. 20: ALL	1,255.52	D C
WYW-125949	High Plains Energy Co.	01/01/92	5	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1-4, E/2, E/2W/2 SEC. 29: ALL SEC. 30: LOTS 1-4, E/2, E/2W/2 SEC. 31: LOTS 1-4, E/2, E/2W/2	2,530.80	D
WYW-125952	High Plains Energy Co.	01/01/92	5	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 13: ALL SEC. 14: ALL SEC. 23: ALL SEC. 24: ALL	2,560.00	D
WYW-125953	High Plains Energy Co.	01/01/92	5	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: W/2 SEC. 22: ALL	960.00	D
WYW-125954	High Plains Energy Co.	01/01/92	5	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 25: ALL	640.00	D
WYW-126100	McMurry Oil Company	01/01/92	10	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 SEC. 7: LOTS 1-4, E/2, E/2W/2 TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: LOTS 1-4, S/2N/2, S/2 SEC. 9: ALL SEC. 10: ALL SEC. 12: W/2	3,446.61	E
WYW-126474	McMurry Oil Company	02/01/92	10	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 17: SW/4 SEC. 18: LOTS 1-4, E/2W/2 SEC. 19: LOTS 1-4, NE/4, E/2W/2 SEC. 20: NE/4, S/2	1,419.68	A
WYW-126377	McMurry Oil Company	03/01/92	5	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. SEC. 5: LOTS 1-4, S/2 SEC. 6: LOT 4, S/2SE/4 SEC. 7: E/2 SEC. 8: ALL	1,559.79	E
WYW-126101	McMurry Oil Company	01/01/92	10	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 10: S/2 SEC. 18: E/2 SEC. 19: ALL SEC. 30: ALL SEC. 32: ALL SEC. 33: N/2, N/2S/2	3,106.16	E
WYW-126473	McMurry Oil Company	02/01/92	10	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 4: LOTS 1-4, S/2N/2, S/2 SEC. 5: LOTS 1-4, S/2N/2, S/2 SEC. 8: ALL	1,920.24	A

Lease Name/Number	Lessee	Lease date	Term (yrs.)	STATE OF Wyoming COUNTY OF Sublette Description	Net Acres	Block
W-90686	EMC Energies, Inc.	02/01/85	10	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 6: LOTS 1-7, S/2NE/4, SE/4NW/4 SEC. 8: ALL SEC. 18: LOTS 1-4, E/2, E/2W/2	1,965.35	E E D
W-104178	HPC, Inc.	06/01/87	10	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 9: ALL SEC. 10: ALL SEC. 15: ALL SEC. 18: LOTS 1-4, E/2, E/2W/2	2,548.20	A
W-106728	Conoco, Inc.	07/01/85	10	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 29: ALL SEC. 31: LOTS 1-4, E/2, E/2W/2	1,308.82	E
W-107206	Liberty Petroleum Corp.	10/01/87	10	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 12: ALL SEC. 13: ALL SEC. 24: ALL	1,920.00	B
W-100901	Liberty Petroleum Corp.	10/01/87	10	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 14: N/2, N/2SW/4, SE/4SW/4, SE/4	600.00	B
W-118151	Home Petroleum Corp.	12/01/89	10	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 1: LOTS 1-4, S/2S/2	324.68	B
W-118152	Home Petroleum Corp.	12/01/89	10	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 19: LOTS 1-4, E/2, E/2W/2 SEC. 30: LOTS 1-4, E/2, E/2W/2 SEC. 31: LOTS 1-4, E/2, E/2W/2	1,880.23	B
W-118153	Home Petroleum Corp.	12/01/89	10	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 25: ALL SEC. 33: ALL SEC. 34: ALL SEC. 35: ALL	2,560.00	B
W-118154	Home Petroleum Corp.	12/01/89	10	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 9: ALL SEC. 17: ALL	1,280.00	C
W-118163	Home Petroleum Corp.	12/01/89	10	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 20: ALL SEC. 21: ALL SEC. 28: ALL	1,920.00	D
W-118164	Home Petroleum Corp.	12/01/89	10	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 26: ALL SEC. 27: ALL	1,280.00	D
ST WY 92-00189	McMurry Oil Company	04/02/92	5	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 8: NE/4SW/4, S/2SW/4, SW/4SE/4	160.00	A
ST WY 92-00190	McMurry Oil Company	04/02/92	5	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	A
ST WY 92-00192	McMurry Oil Company	04/02/92	5	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 36: ALL	640.00	A
ST WY 92-00193	McMurry Oil Company	04/02/92	5	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	B
ST WY 92-00194	McMurry Oil Company	04/02/92	5	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 24: SE/4SE/4	40.00	B
ST WY 92-00195	McMurry Oil Company	04/02/92	5	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 25: E/2NE/4, SE/4SE/4	120.00	B
ST WY 92-00196	McMurry Oil Company	04/02/92	5	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 16: ALL	640.00	C
ST WY 92-00197	McMurry Oil Company	04/02/92	5	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M. SEC. 16: S/2	320.00	E
ST WY 92-00198	McMurry Oil Company	04/02/92	5	TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th P.M. SEC. 36: ALL	640.00	C

[redacted] [redacted] ATE OF Wyoming COUNTY OF Sublet[redacted]

Lease Name/Number	Lessee	Lease date	Term (yrs.)	Description	Net Acres	Block
ST WY 92-00199	McMurry Oil Company	04/02/92	5	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	D
ST WY 92-00200	McMurry Oil Company	04/02/92	5	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	E
ST WY 92-00201	McMurry Oil Company	04/02/92	5	TOWNSHIP 28 NORTH, RANGE 110 WEST, 6th P.M. SEC. 16: ALL	640.00	E
WYW-126676	McMurry Oil Company	05/01/92	5	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 32: ALL SEC. 33: N/2NE/4, W/2, SE/4	1,200.00	C
WYW-126677	McMurry Oil Company	05/01/92	5	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 3: SW/4NW/4, SW/4, SW/4SE/4 SEC. 11: SW/4NW/4, SW/4, SW/4SE/4 SEC. 13: S/2NW/4, SW/4, W/2SE/4, SE/4SE/4 TOWNSHIP 30 NORTH, RANGE 108 WEST, 6th PM SEC. 33: SW/4NW/4, SW/4, SW/4SE/4	1,080.00	C
WYW-126772	McMurry Oil Company	05/01/92	10	TOWNSHIP 30 NORTH, RANGE 109 WEST, 6th P.M. SEC. 3: LOTS 2 & 3, SW/4NE/4, N/2SE/4 SEC. 13: NE/4NW/4	239.56	E
WYW-127189	McMurry Oil Company	07/01/92	10	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 4: LOTS 1-4, S/2N/2, S/2 SEC. 5: LOTS 1-4, S/2N/2, S/2 SEC. 7: E/2 SEC. 8: N/2, N/2SE/4, SE/4SE/4 SEC. 17: SW/4NE/4, W/2, N/2SE/4	2,477.68	A
WYW-127190	McMurry Oil Company	07/01/92	10	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 14: ALL SEC. 23: ALL	1,280.00	A
WYW-127191	McMurry Oil Company	07/01/92	10	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 5: S/2 SEC. 17: ALL SEC. 18: LOTS 1-4, E/2, E/2W/2 SEC. 33: SW/4	1,749.24	B
WYW-127192	McMurry Oil Company	07/01/92	10	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 19: LOTS 1-4, E/2, E/2W/2 SEC. 20: NW/4, N/2SW/4, SE/4SW/4 SEC. 28: S/2 SEC. 29: ALL	1,882.32	C
WYW-120908	McMurry Oil Company	08/01/90	10	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 10: S/2 SEC. 15: ALL SEC. 17: ALL SEC. 20: E/2 SEC. 21: ALL SEC. 22: ALL SEC. 23: ALL SEC. 27: ALL SEC. 28: N/2	4,800.00	C
WYW-127749	McMurry Oil Company	11/01/92	5	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 15: ALL SEC. 22: ALL SEC. 25: ALL SEC. 26: ALL	2,560.00	C
WYW-127853	McMurry Oil Company	12/01/92	10	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 6: LOTS 1-7; S/2NE/4, SE/4NW/4, E/2SW/4, SE SEC. 7: LOTS 1-4; E/2W/2 TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 1: LOTS 1-4; S/2N/2, S/2 SEC. 12: ALL	2,215.53	A
WYW-127854	McMurry Oil Company	12/01/92	10	TOWNSHIP 27 NORTH, RANGE 107 WEST, 6th P.M. SEC. 19: LOTS 1-4, E/2, E/2W/2 SEC. 20: ALL SEC. 21: ALL	1,907.32	A
T WY 92-00412	McMurry Oil Company	12/01/92	5	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 36: ALL	640.00	B

Lease Name/Number	Lessee	Lease date	Term (yrs.)	STATE OF Wyoming COUNTY OF Sublette Description	Net Acres	Block
WYW-128703	McMurry Oil Company	03/01/93	10	TOWNSHIP 29 NORTH, RANGE 108 WEST, 6th P.M. SEC. 10: ALL SEC. 14: N/2, N/2SW/4, SE/4	1,200.00	C
ST WY 93-00109	McMurry Oil Company	03/01/93	5	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	D
ST WY 93-00114	McMurry Oil Company	03/01/93	5	TOWNSHIP 30 NORTH, RANGE 110 WEST, 6th P.M. SEC. 36: ALL	640.00	E
WYW-130232	McMurry Oil Company	09/01/93	10	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 1: LOTS 1, 2, S/2SE/4 SEC. 11: ALL	783.27	D
WYW-122309	Standard Energy Co.	11/01/90	10	TOWNSHIP 28 NORTH, RANGE 108 WEST, 6th P.M. SEC. 32: ALL	640.00	B
WYW-97279	Washington Energy	11/01/86	10	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 15: ALL	640.00	D
WYW-128039	Washington Energy	01/01/93	10	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M SEC. 10: ALL SEC. 14: ALL SEC. 24: ALL SEC. 25: ALL * drill or reassign by June 1, 1998.	2,560.00	D D B
WYW-130730	McMurry Oil Co.	12/01/93	10	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 2: LOTS 1-4; S/2S/2 SEC. 3: LOTS 1-4; S/2S/2 SEC. 12: ALL SEC. 13: ALL TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 34: N/2NW/4, S/2	2270.62	D
ST WY 93-00553	McMurry Oil Co.	12/02/93	5	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 16: ALL	640.00	D
ST WY 93-00554	McMurry Oil Co.	12/02/93	5	TOWNSHIP 28 NORTH, RANGE 109 WEST, 6th P.M. SEC. 36: ALL	640.00	B
ST WY 94-00148	McMurry Oil Co.	04/01/94	5	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 16: ALL	640.00	C
ST WY 94-00147	McMurry Oil Co.	04/01/94	5	TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SEC. 13: SWSW SEC. 14: NESE	80.00	C
WYW-127856	John P. Strange	12/01/92	10	TOWNSHIP 28 NORTH, RANGE 107 WEST, 6th P.M. SEC. 23: W/2W/2; E/2SE/4 SEC. 26: E/2NE/4	320.00	B
WYW-114848	James O. Breene, Jr.	01/25/89	10	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 11: NW/4NE/4; W/2 SEC. 23: W/2W/2	520.00	A
WYW-115608	James O. Breene, Jr.	03/21/89	10	TOWNSHIP 27 NORTH, RANGE 108 WEST, 6th P.M. SEC. 6: LOTS 1-7, SEC. 6: S/2NE/4, SE/4NW/4, E/2SW/4, SE/4	627.56	A
WYW-120614	James O. Breene, Jr.	06/15/90	5	TOWNSHIP 27 NORTH, RANGE 109 WEST, 6th P.M. SEC. 19: LOTS 3,4; E/2SW/4; SE/4	295.68	A
WYW-121398	Ron Dawursk *	09/01/90	5	TOWNSHIP 29 NORTH, RANGE 109 WEST, 6th P.M. SEC. 12: E/2	320.00	E
DUNTON SHEEP CO.	McMurry Oil Company	05/16/94	4	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 7: SE/4SW/4 SEC. 17: SW/4NW/4 SEC. 18: NW/4NE/4; SE/4NE/4	160.00	A
DUNTON SHEEP CO.	McMurry Oil Company	05/16/94	4	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 20: W/2NE/4; SE/4NE/4; E/2SE/4 SEC. 21: SW/4SW/4 SEC. 28: N/2NW/4	320.00	A
DUNTON SHEEP CO.	McMurry Oil Company	05/16/94	4	TOWNSHIP 27 NORTH, RANGE 106 WEST, 6th P.M. SEC. 25: NE/4SW/4; SW/4SE/4	80.00	A

EXHIBIT "A-2"

the "Lands"

Attached to and made a part of that certain Assignment and Bill of Sale dated July 6, 1994, by and between SNYDER OIL CORPORATION, as Buyer, and MCMURRY OIL COMPANY, ET AL, as, Seller.

BLOCK A

Township 27 North, Range 107 West, 6th P.M.
Section 4: Lots 3(39.75), 4(39.74), S½NW¼, SE¼
Section 5: Lots 3(39.65), 4(39.62), S½NW¼, SE¼
Section 6: Lots 3(39.85), 4(37.26), 5(37.37), SE¼NW¼, SE¼
Section 7: Lots 1(37.37), 2(37.29), E½NW¼, SE¼
Section 8: NW¼, SE¼
Section 9: NW¼, SE¼
Section 10: NW¼, SE¼
Section 14: NW¼, SE¼
Section 15: NW¼, SE¼
Section 16: NW¼, SE¼
Section 17: NW¼, N½SE¼
Section 18: Lots 1(37.10), 2(37.07), E½NW¼, SE¼
Section 19: Lots 1(36.94), 2(36.87), E½NW¼, SE¼
Section 20: NW¼, SE¼
Section 21: NW¼, SE¼
Section 23: NW¼, SE¼
Section 36: NW¼, SE¼

Township 27 North, Range 108 West, 6th P.M.
Section 1: Lots 3(39.32), 4(39.04), S½NW¼, SE¼
Section 4: Lots 3(40.02), 4(40.18), S½NW¼, SE¼
Section 5: Lots 3(40.08), 4(40.00), S½NW¼, SE¼
Section 6: Lots 3(39.97), 4(37.00), 5(36.95), SE¼NW¼, SE¼
Section 8: NW¼, SE¼
Section 12: NW¼, SE¼
Section 17: SW¼
Section 18: Lots 1(37.29), 2(37.31), E½NW¼
Section 19: Lots 1(37.42), 2(37.54), E½NW¼
Section 20: SE¼

Township 27 North, Range 109 West, 6th P.M.
Section 11: NW¼
Section 19: SE¼
Section 23: W½W½

Township 27 North, Range 106 West, 6th P.M.
Section 7: SE¼SW¼
Section 17: SW¼NW¼
Section 18: NW¼NE¼, SE¼NE¼
Section 20: W½NE¼, SE¼NE¼, E½SE¼
Section 21: SW¼SW¼
Section 25: NE¼SW¼, SW¼SE¼
Section 28: N½NW¼

Containing 8,918.00 acres, more or less

BLOCK B

Township 28 North, Range 107 West, 6th P.M.
Section 5: SE¼
Section 16: NW¼, SE¼
Section 17: NW¼, SE¼
Section 18: Lots 1(37.27), 2(37.29), E½NW¼, SE¼
Section 23: W½W½
Section 24: SE¼SE¼
Section 25: E½NE¼, SE¼SE¼

Township 28 North, Range 108 West, 6th P.M.
Section 1: Lots 1(41.45), 2(41.26), S½SE¼
Section 12: NW¼, SE¼
Section 13: NW¼, SE¼
Section 14: NW¼, SE¼
Section 23: NW¼, SE¼
Section 24: NW¼, SE¼
Section 25: NW¼, SE¼
Section 26: NW¼, SE¼
Section 27: NW¼, SE¼
Section 28: NW¼, SE¼
Section 29: NW¼, SE¼
Section 30: Lots 1(36.59), 2(36.65), E½NW¼, SE¼
Section 31: Lots 1(36.83), 2(36.89), E½NW¼, SE¼
Section 32: NW¼, SE¼
Section 33: NW¼, SE¼
Section 34: NW¼, SE¼
Section 35: NW¼, SE¼
Section 36: NW¼, SE¼

Township 28 North, Range 109 West, 6th P.M.
Section 25: NW¼, SE¼
Section 36: NW¼, SE¼

Containing 7,664.23 acres, more or less

BLOCK C

Township 29 North, Range 107 West, 6th P.M.
Section 10: SE¼
Section 14: NE¼SE¼
Section 15: NW¼, SE¼
Section 16: NW¼, SE¼
Section 17: NW¼, SE¼
Section 19: Lots 1(40.60), 2(40.58), E½NW¼, SE¼
Section 20: NW¼, SE¼
Section 21: NW¼, SE¼
Section 22: NW¼, SE¼
Section 23: NW¼, SE¼
Section 27: NW¼, SE¼
Section 28: NW¼, SE¼
Section 29: NW¼, SE¼
Section 32: NW¼, SE¼
Section 33: NW¼, SE¼

Township 29 North, Range 108 West, 6th P.M.
Section 3: SW¼NW¼, SW¼, SW¼SE¼
Section 9: NW¼, SE¼
Section 10: NW¼, SE¼
Section 13: SW¼NW¼, SW¼, S½SE¼
Section 14: NW¼, SE¼
Section 15: NW¼, SE¼
Section 16: NW¼, SE¼
Section 17: NW¼, SE¼
Section 20: NW¼, SE¼
Section 22: NW¼, SE¼
Section 25: NW¼, SE¼

Township 30 North, Range 108 West, 6th P.M.
Section 36: NW¼, SE¼

Containing 8,081.18 acres, more or less

BLOCK D

Township 28 North, Range 109 West, 6th P.M.
Section 2: Lots 3(29.89), 4(31.95), S½SW¼
Section 3: Lots 3(38.57), 4(40.80), S½SW¼
Section 10: NE¼, SW¼
Section 11: NE¼, SW¼
Section 14: NE¼, SW¼
Section 15: NE¼, SW¼
Section 16: NE¼, SW¼

Township 29 North, Range 108 West, 6th P.M.
Section 18: Lots 3(34.08), 4(34.48), E½SW¼, NE¼
Section 19: Lots 3(36.10), 4(36.68), E½SW¼, NE¼
Section 30: Lots 3(37.86), 4(38.22), E½SW¼, NE¼
Section 31: Lots 3(39.40), 4(39.80), E½SW¼, NE¼

Township 29 North, Range 109 West, 6th P.M.
Section 13: NE¼, SW¼
Section 14: NE¼, SW¼
Section 15: SW¼
Section 16: NE¼, SW¼
Section 18: Lots 3(44.63), 4(44.21), E½SW¼, NE¼
Section 20: NE¼, SW¼
Section 21: NE¼, SW¼
Section 22: NE¼, SW¼
Section 23: NE¼, SW¼
Section 24: NE¼, SW¼
Section 25: NE¼, SW¼
Section 26: NE¼, SW¼
Section 27: NE¼, SW¼
Section 28: NE¼, SW¼
Section 34: SW¼
Section 36: NE¼, SW¼

Containing 7,966.67 acres, more or less

BLOCK E

Township 28 North, Range 110 West, 6th P.M.
Section 5: Lots 3(47.52), 4(48.32), SW¼
Section 7: NE¼
Section 8: NE¼, SW¼
Section 16: NE¼, SW¼

Township 29 North, Range 108 West, 6th P.M.
Section 6: Lots 1(40.04), 2(40.02), 6(30.07), 7(30.56), E½SW¼, S½NE¼
Section 7: Lots 3(32.22), 4(32.80), E½SW¼, NE¼

Township 29 North, Range 109 West, 6th P.M.
Section 1: Lots 1(39.96), 2(39.89), S½NE¼, SW¼
Section 6: Lots 1(39.31), 2(39.50), 6(46.86), 7(46.78), E½SW¼, S½NE¼
Section 8: NE¼, SW¼
Section 9: NE¼, SW¼
Section 10: NE¼, SW¼
Section 12: NE¼, SW¼

Township 30 North, Range 108 West, 6th P.M.
Section 16: SW¼

Township 30 North, Range 109 West, 6th P.M.
Section 3: Lot 2(39.94), SW¼NE¼
Section 10: SW¼
Section 13: NE¼NW¼
Section 18: NE¼
Section 19: Lots 3(48.61), 4(48.38), E½SW¼, NE¼
Section 29: NE¼, SW¼
Section 30: Lots 3(47.70), 4(47.46), E½SW¼, NE¼
Section 31: Lots 3(47.17), 4(47.10), E½SW¼, NE¼
Section 32: NE¼, SW¼
Section 33: NE¼, N½SW¼
Section 36: NE¼, SW¼

Township 30 North, Range 110 West, 6th P.M.
Section 36: NE¼, SW¼

Containing 6,720.21 acres, more or less

Blocks A-E total 39,350.29 acres, more or less.

Producers 88—Revised
Wyoming (U)
(12-56)

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OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 13th day of July, 19 94, by and between Boroff Land and Livestock, Inc., a Wyoming Corporation

of Box 170, Daniel, Wyoming 83115

Starwood, Inc., a Texas Corporation of 73 North Ranch Road, Littleton, CO. 80127-5775, hereinafter called lessor (whether one or more), and

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($ 10.00) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North, Range 111 West, 6th P.M.
Section 8: NE/4SE/4, S/2SE/4
Section 9: SE/4NE/4, S/2
Section 10: S/2SW/4
Section 15: NW/4NW/4
Section 17: NE/4, E/2NW/4

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247262
RECORDED Oct. 13, 1994 10:00AM
IN BOOK 97 OR PAGE 385
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Soxton

of Section ---------, Township ---------, Range ---------, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 840.00 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

J.T.B. S.L.B.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the Rock Springs National Bank at Rock Springs, Wyoming 82902 (which bank and its successors shall continue as the depository regardless of changes in the ownership of said land or of the right to receive rentals), the sum of One Thousand Six Hundred Eighty and no/100 - - - - - - - - DOLLARS ($ 1,680.00), which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be at the end of any such annual period, or if, obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from that particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

interests. [redacted]lowing such execution, shall furnish lessor wit[redacted] of such unit agreement by mail to lessor's la[redacted]ddress as shown by lessee's re[redacted] all give lessor written notice of approval of [redacted] in the same manner within a reasonable time [redacted] is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or born now on said premises without the written consent of the owner of the surface on which such house or born is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

Boroff Land and Livestock, Inc.,
a Wyoming Corporation

By: Jon T. Boroff

Jon T. Boroff - President

Attest:

By: Sheryl L. Boroff

Sheryl L. Boroff - Secretary

Tax ID#: 83-0209157

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Individual—Wyo.)

On this ..... day of ....., 19....., before me personally appeared .....
....., to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires:

.....
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Corporation—Wyo.)

On this 13th day of July, 1994, before me appeared
Jon T. Boroff, to me personally known, who, being by me duly sworn, did say that he is the President of Boroff Land and Livestock, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Jon T. Boroff acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:
May 17, 1998

Notary Public

STATE OF .....
COUNTY OF ..... } SS.

(Certificate of Recording)

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

.....
Register of Deeds

By .....
Deputy

AFTER RECORDING, RETURN TO: .....

FORM TA 21 2 REV 3 15 54

TATLOCK'S

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, that certain oil and gas lease, dated July 13, 1994, from Boroff Land and Livestock, Inc., a Wyoming Corporation, as Lessors, to Starwood, Inc., a Texas Corporation, as Lessee, recorded in Book ____, Page ____, of the ____ Records of Sublette County, Wyoming, is owned by Starwood, Inc., a Texas Corporation

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Township 34 North, Range 111 West, 6th P.M.
Section 8: NE/4SE/4, S/2SE/4
Section 9: SE/4NE/4, S/2
Section 10: S/2SW/4
Section 15: NW/4NW/4
Section 17: NE/4, E/2NW/4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Boroff Land and Livestock, Inc., a Wyoming Corporation

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Starwood, Inc., a Texas Corporation subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect, that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Boroff Land and Livestock, Inc., a Wyoming Corporation	Rock Springs National Bank Box 880 Rock Springs, Wyoming 82902	$1,680.00

247263
247263
RECORDED July 13, 1994 10:00AM
IN BOOK 97046 PAGE 387
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 13th day of July, 1994.

Boroff Land and Livestock, Inc.,
a Wyoming Corporation

By: Jon T. Boroff
Jon T. Boroff - President

Attest:
By: Sheryl L. Boroff
Sheryl L. Boroff - Secretary

PRINTED BY WILKINS PRINTING, INC., 511 16th ST SUITE 222 DENVER CO 80202 (303) 893-1681

STATE OF .....
COUNTY OF .....} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of..... 19....., personally appeared.....

and.....

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

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

My Commission Expires.....

.....
Notary Public.

STATE OF .....
COUNTY OF .....} ss.

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... day of....., 19....., personally appeared.....

and.....

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

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

My Commission Expires.....

.....
Notary Public.

State of Wyoming
County of Sublette } ss.

ACKNOWLEDGMENT (For use by Corporation)

On this 13th day of July, A. D. 19 94, before me personally appeared Jon T. Boroff, to me personally known, who, being by me duly sworn, did say that he is the President of Boroff Land and Livestock, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jon T. Boroff acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 13TH day of July, A. D. 19 94.

(SEAL)

.....
Notary Public.

My Commission expires 3/17/98.

No.....

FROM

TO

Dated....., 19.....

No. Acres.....

.....County.....

Term.....

This instrument was filed for record on the.....

day of.....19....., at.....

.....o'clock.....M., and duly recorded in.....

Volume..... Page.....

.....of the records of this office.

.....
County Clerk.

By.....
Deputy.

When recorded return to

388

389

Producers 88
Rocky Mountain 1989

PAID-UP
OIL AND GAS LEASE

247256
247266

RECORDED July 13 1994 2:25 PM
IN BOOK 97 PAGE 389
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sartor

THIS AGREEMENT, made and entered into this 8th day of Febraury, 1994, by and between Karen Heeren, a married woman dealing in her sole and separate property

of 105 East Larson, Rawlins, Wyoming 82301, hereinafter called lessor (whether one or more), and Contex Energy Company, 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of ten and more********** dollars ($ 10.00+ *****) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of SUBLETTE, State of WYOMING, described as follows, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 29: NW¼NE¼

containing 40.00 acres, more or less.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulphide, coal bed methane gas, casinghead gas and sulphur.

Five (5) KA

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; the lessee shall be "engaged in drilling operations" or shall have commenced drilling operations for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and lessee shall be "engaged in drilling operations" or shall have commenced drilling operations with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such time as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal ~~one-eighth (⅛)~~ 18% part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of ~~one-eighth (⅛)~~ 18% of the gas sold or used, provided that on gas sold the royalty shall be ~~one-eighth (⅛)~~ 18% of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. ~~If lessee has not commenced drilling operations on or before the _____ day of _____, 19____, this lease~~ shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone on his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the _____ Bank, at _____ (or its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas, the sum of _____ DOLLARS ($_____), which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders, the commencement of operations for the drilling of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in the United States mail, addressed to the depository bank or to lessor (at lessor's last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to lessor or to lessor's credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and on lessor's successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), this lease shall nevertheless be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit is corrected within thirty (30) days after receipt by lessee of written notice from such lessor of the error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. During the primary term of this lease, if any well drilled on the land described above is abandoned as a dry hole or ceases to produce and there is no other producing well on the land and the lessee is not engaged in drilling operations thereon, and if the lessee is not engaged in drilling operations before the next ensuing rental-paying date after the expiration of one hundred twenty (120) days from the date of abandonment of such dry hole or cessation of production, this lease shall terminate as to both parties, unless the lessee, on or before the rental-paying date next ensuing after the expiration of one hundred twenty (120) days from the date of abandonment of the dry hole or cessation of production, shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals as provided in paragraph three governing the payment of rentals and the effect thereof, this lease shall continue in force as though there had been no interruption in the rental payment. If a dry hole should be drilled or if production ceases at any time subsequent to one hundred twenty (120) days prior to the beginning of the last year of the primary term, no rental payment or operations are necessary in order to ~~keep the lease in force during the remainder of the primary term~~.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, ~~in the depository bank named in this lease~~, a sum equal to the amount of ~~delay rentals~~ $1.00 per acr payable under the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occuring after the expiration of one hundred twenty (120 days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the ~~rental paying~~ anniversary date of this lease if within the primary term or any subsequent anniversary thereof after the primary term. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty payment date. Lessee's failure to pay or tender, or properly or timely pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. However, such rentals shall be increased at the next succeeding rental anniversary after lessee has been notified of any reversion having occurred to cover the interest so acquired. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

8. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells and reservoirs of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

9. Lessee shall pay to lessor reasonable amounts for damages caused by its operations to growing crops on said land. When requested by lessor, lessee shall bury its pipelines below plow depth. No well shall be drilled nearer than two hundred (200) feet to a house or barn now on said premises, without written consent of lessor. Lessee shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

10. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described above and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity [redacted] production of oil and gas, or separately for the production of [redacted] in lessee's judgment it is necessary or advisable to do [redacted] ective of whether

authority similar to this [redacted] respect to such other land, lease or leases. Likewise, [redacted] formed to include formations not producing oil or [redacted] formed to exclude such non-produ[redacted]ons. The forming or reforming of any unit shall be act[redacted] by lessee executing and filing of record a declaratio[redacted]tization or reformation, which decla[redacted] describe the unit. Any unit may include land upon whi[redacted] as theretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut-in under this lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such a unit.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the convenants or conditions of this lease, either express or implied. No change in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft to through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, ~~that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and~~ if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay ~~an annual delay rental~~ on the anniversary dates hereof in the manner and in the amount above provided of $1.00 per net mineral acre then covered by this lease. KH

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that the lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

20. This is a paid-up rental lease. All rental payments have been paid in advance to keep this lease in force & effect throughout the primary term stated herein. KH

IN WITNESS WHEREOF witness our hands as of the day and year first above written.

Karen Heeren

520-46-9156

Social Security No.

Karen Heeren

STATE OF Wyoming }
COUNTY OF Carbon } ss.

INDIVIDUAL, Wyoming, Montana, Colorado

On this 23 day of June, 19 94, before me personally appeared Karen Heeren

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 23 day of June, 19 94

My commission expires: May 29, 1996

ELLEN L. O'CONNELL - NOTARY PUBLIC
County of Carbon
My Commission Expires May 29, 1996

Ellen L. O'Connell
Notary Public for the State of Wy.
residing at Wyoming

STATE OF _____ }
COUNTY OF _____ } ss.

CORPORATE, Wyoming, Montana, Colorado

On this _____ day of _____, 19 _____, before me personally appeared _____

to me personally known, who, being by me duly sworn, did say that he is the _____ President (or Secretary) of _____

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this _____ day of _____, 19 _____.

My commission expires:

_____

Notary Public for the State of _____

residing at _____

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Form 3100-11*
(March 1984)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
W-95092

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Read Instructions Before Completing

1. Name: Fossil Associates

Street: 1580 Lincoln Street Suite 1220

City, State, Zip Code: Denver, Colorado 80203

2. This offer/lease is for: (Check Only One) X☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette Mashaeles
BUREAU OF LAND MANAGEMENT

247308

RECORDED July 18, 1994 8:40AM
IN BOOK 97 Misc PAGE 391
FEES $ 12.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 28 N., R. 105 W., Sublette County, 6th PM, WY
Sec 20, NE¼;
31, Lots 3, 4, E½SW¼, SE¼.
T. 28 N., R. 106 W.,
Sec 35, SE¼.

Lands in offer were not within a known geologic structure on 8/21/85.

Ronald Hedemann
District Manager
Rock Springs District

R

Total acres in lease 628.40

Rental retained $ 629.00

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

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARSHIS
(Signing Officer)

Chief, Oil and Gas Section (Title)

AUG 30 1985 (Date)

EFFECTIVE DATE OF LEASE SEP 1 1985

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

ORIGINAL

4. (a) Undersigned cer[redacted] offeror is a citizen of the United States; an association [redacted] izens, a municipality, or a corporation organized unde[redacted] the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance [redacted] FR 3100 and the leasing authorities; (3) offeror's charge[redacted], direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

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

FOSSIL ASSOCIATES

Duly executed this 26th day of July, 19 85.

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

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

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

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

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

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

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

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

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette Wheeler
BUREAU OF LAND MANAGEMENT

W-95092

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

JUN 28 1994
Annette Marsden
BUREAU OF LAND MANAGEMENT

No drilling or storage facilities will be allowed within 500 feet of Little Sandy #2 Reservoir located in SE¼, Sec. 35. This distance may be modified when specifically approved in writing by the District Manager, Bureau of Land Management.

In order to protect important seasonal wildlife deer, elk critical winter range habitat, exploration, drilling, and other development activity will be allowed only during the period from Apr 1 to Dec 15. This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation in any year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

No occupancy or other surface disturbance will be allowed within a 1,320-foot radius of the center of a sage grouse strutting ground (lek). No exceptions to this will be granted. In order to protect the nesting area around the strutting ground, exploration, drilling, and other development activity will be allowed within a 1¾ mile distance from the ¼-mile lek protection zone only during the period June 15 to March 1. Exceptions to the monthly limitations in any year may be specifically authorized in writing by the District Manager, Bureau of Land Management.

RECEIVED
BLM
1985 JUL 29 AM 9:30
CHEY

FOSSIL ASSOCIATES

July 26, 1985
Date

W R Berkheeble
Signature

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the District Manager, Bureau of Land Management. Drilling will be permitted only in the event that it is established to the satisfaction of the Manager that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the District Manager, Bureau of Land Management, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the District Manager, Bureau of Land Management, that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well will be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on leases within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the District Manager, Bureau of Land Management, may prescribe as necessary to prevent the flow or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette M Sheeley
BUREAU OF LAND MANAGEMENT

FILED
85 JUL 29 PM 2:30

FOSSIL ASSOCIATES

July 26, 1985
Date

FOSSIL ASSOCIATES
Signature

WY 3100-9 (Jan 1983)

(formerly 3106-5 / 3200-17)

395

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

06-700-001

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

Lease Serial No.
W-95092

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee
   Street
   City, State
   Zip Code

CNG PRODUCING COMPANY
One Canal Place - Suite 3100
New Orleans, Louisiana
70130

Additional Assignees

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North - Range 105 West, 6th PM Section 20: NE¼ Section 31: Lots 3, 4, E½SW¼, SE¼ Township 28 North - Range 106 West, 6th PM Section 35: SE¼ Containing 628.40 acres, more or less in Sublette County, Wyoming	100%	87.5%	12.5%	None	None

247329

RECORDED July 18, 1994 8:40 AM
IN BOOK 97 046 PAGE 395
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Sartor

CERTIFIED
to be a true and correct copy
of the official records on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 1 1988

By Patricia J. Watters
(Authorized Officer)

(Title)

APR 6 1988
(Date)

CERTIFIED

to be a true and correct copy
of the official record on file

MAY 18 1994

BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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

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

Executed this 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Street, Suite 1220 (Assignor's Address) | Denver (City) | Colorado (State) | 80203 (Zip Code)

Executed this 8 day of February, 19 88

Assignee _____
or CNG PRODUCING COMPANY
Attorney-in-fact By Harry G. Wiederspahn

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

★ U.S GPO.1987-0-773-017/61814

397

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

90 JUN 22 AM 9:30

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-95092

Lease Effective Date
(Anniversary Date)
09/10/85

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

CNG PRODUCING COMPANY 12.5%
1450 Poydras St.
New Orleans, LA 70112

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

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

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

2. This assignment conveys the following interest:

247330

RECORDED July 18, 1994 8:40AM
IN BOOK 97 Misc PAGE 397
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Land Description	Percent of Interest: Owned (b)	Conveyed (c)	Retained (d)	Percent of Overriding Royalty or Similar Interests: Reserved (e)	Previously reserved or conveyed (f)
Township 28 North - Range 105 West Sec 20 NE 31 Lots 3, 4, E/2SW, SE Township 28 North- Range 106 West Sec 35 SE 628.40 acres Sweetwater County, Wyoming	12.5%	12.5%	0	0	0

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective JUL 1 - 1990

By [redacted]
SUPERVISORY LAND LAW EXAMINER

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

CERTIFIED

to be a true and correct copy
of the official [illegible] file

MAY 18 1994

BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of June, 19 90

Name of Assignor as shown on current lease Fossil Associates
Please type or print

Assignor [signature]
or W.R. Arbuckle, Member of the Joint Venture
(Signature)

Attorney-in-fact _____
(Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 1990

CNG PRODUCING COMPANY

Assignee _____
or (Signature)

Attorney-in-fact [signature]
Gordon L. Wogan (Signature)
Agent & Attorney-in-fact

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

Form 3100-11*
(March 1984)

399

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
W-99306

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Read Instructions Before Completing

1. Name: Fossil Associates

Street: 1580 Lincoln Street, Suite 1220

City, State, Zip Code: Denver, Colorado 80203

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

Lands in offer were not within a known geologic structure on 4/14/86.

District Manager
Rock Springs District

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SEE ATTACHED SHEET

CERTIFIED
to be a true and compensative copy
of the official record on file

JUN 28 1994
Annette Mansell
BUREAU OF LAND MANAGEMENT

247331

RECORDED July 18, 1994 8:40 AM
IN BOOK 97 MISC PAGE 395
FEES 18.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sactor

Total acres in lease 2520.00
2520.00
Rental retained $

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

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section (Title)

APR 21 1986 (Date)

EFFECTIVE DATE OF LEASE MAY 1 1986

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

Original

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association [redacted] citizens, a municipality, or a corporation organized und[redacted] of the United States or of any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

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

FOSSIL ASSOCIATES

Duly executed this 25th day of March, 19 86

(Signature of Lessee or Attorney-in-fact)

Walter K. Arbuckle, Member Jt Venture

LEASE TERMS

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

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

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

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

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

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

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

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

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

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

JUN 26 1994
Annette McKeeler
BUREAU OF LAND MANAGEMENT

W-99306

T. 28 N., R. 105 W., Sublette County, 6th PM, WY
sec. 20, SE¼;
28, N½, N½SW¼, SW¼SW¼, SE¼;
29, E½;
31, NE¼;
32, W½, SE¼.
T. 28 N., R. 106 W.,
sec. 10, N½, SE¼;
14, W½.

CERTIFIED
to be a true and correct copy
of the official record on file

JUN 26 1994
Annette Machelay
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted] W- 92306

1. SURFACE DISTURBANCE STIPULATION

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

a. Slopes in excess of 25 percent.

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

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

d. Within a quarter mile or visual horizon (whichever is closer) from a historic trail.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all lease parcels. The intent of this stipulation is to inform interested parties (potential lessees) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the lessee or his designated operator and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development of the lease and become a condition for approval in the Application for Permit to Drill (APD).

Specific threshhold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). These decisions, where possible, should be documented in the land use planning documents.

FOSSIL ASSOCIATES

3/25/86
Date

Walter K. Arbuckle
Signature

Walter K. Arbuckle, Member Jt Venture

CERTIFIED
to be a true and [illegible] copy
of the official [illegible] on file
JUN 28 1994
Annette Murreson
BUREAU OF LAND MANAGEMENT

W-99306

2. WILDLIFE STIPULATION

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease. The same criteria applies to elk calving areas from the period of May 1 to June 30. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). Legal descriptions will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD is processed. It should eventually become a condition for approval in the Application for Permit to Drill.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Raptors including eagles, accipiters, falcons, buteos, osprey, ferruginous hawks, burrowing owls, and sage and sharp-tailed grouse all require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

FOSSIL ASSOCIATES

3/25/86
Date

Walter K. Arbuckle
Signature

Walter K. Arbuckle, Member Jt Venture

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette Mathews
BUREAU OF LAND MANAGEMENT

W- 99306

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). Legal descriptions will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD is processed. It should eventually become a condition for approval in the Application for Permit to Drill.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Raptors including eagles, accipiters, falcons, buteos, osprey, ferruginous hawks, burrowing owls, and sage and sharp-tailed grouse all require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

FOSSIL ASSOCIATES

3/25/86
Date

Walter K. Arbuckle
Signature

Walter K. Arbuckle, Member Jt Venture

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

JUN 28 1994
Annette Mushrelle
BUREAU OF LAND MANAGEMENT

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the District Manager, Bureau of Land Management. Drilling will be permitted only in the event that it is established to the satisfaction of the Manager that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the District Manager, Bureau of Land Management, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the District Manager, Bureau of Land Management, that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well will be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on leases within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the District Manager, Bureau of Land Management, may prescribe as necessary to prevent the flow or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

CERTIFIED
to be a true and correct copy
of the official record on file

JUN 28 1994
Annette Wheeler
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

3/25/86
Date

Walter K. Arbuckle
Signature

Walter K. Arbuckle, Member Jt Venture

WY 3100-9 (Jan 1983)

[redacted]

DEPARTMENT OF THE INTERIOR
BUREAU OF [redacted] MANAGEMENT

[redacted] APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

Lease Serial No.
W-99306

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee
   Street
   City, State
   Zip Code

CNG PRODUCING COMPANY
One Canal Place - Suite 3100
New Orleans, Louisiana
70130

Additional Assignees

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 28 North - Range 105 West, 6th PM Section 20: SE¼ Section 28: N½, N½SW¼, SW¼SW¼, SE¼ Section 29: E½ Section 31: NE¼ Section 32: W½, SE¼ Township 28 North, Range 106 West, 6th PM Section 10: N½, SE¼ Section 14: W½ Containing 2520.00 acres, more or less in Sublette County, Wyoming 247332	100%	87.5%	12.5%	None	None

CERTIFIED
to be a true and correct duplicate copy
of the official record on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

RECORDED July 18 1994 8:40AM
IN BOOK 97 PAGE 406
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton
COUNTY CLERK

FOR BLM USE ONLY

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 1 1988

Patricia J. Mattes
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

MAR 1 1988
(Date)

406

CERTIFIED
to be a true and correct copy
of the official records on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, nation, or resident alien of the United States or association of such citizen, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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

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

Executed this 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Street, Suite 1220 (Assignor's Address) Denver (City) Colorado (State) 80203 (Zip Code)

Executed this 8 day of February, 19 88

Assignee _____
or CNG PRODUCING COMPANY
Attorney-in-fact _____
By: Harry G. Wiederspahn

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

*U.S.GPO:1987 0-773-017/61614

Form 3000-3
(June 1988)

[redacted] OF LAND MANAGEMENT

90 JUN 22 AM 9:30

RECEIVED
CHEYENNE, WYOMING

UNI[redacted]ATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-99306

Lease Effective Date
(Anniversary Date)
05/01/86

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

CNG PRODUCING COMPANY
1450 Poydras St.
New Orleans, LA 70112

12.5%

247333

RECORDED July 18 1994 8:40 AM
IN BOOK 97 MISC PAGE 408
FEES 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North - Range 105 West Sec 20 SE 28 N/2, N/2SW, SWSW, SE 29 E/2 31 NE 32 W/2, SE Township 28 North, Range 106 West Sec 10 N/2, SE 14 W/2 2,520.00 acres Sweetwater County, Wyoming	12.5%	12.5%	0	.0	0

CERTIFIED
to be a true and complete copy
of the official record on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective JUL 1 - 1990

By Pamela J. Lewis

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER

JUL 1 - 1990

408

CERTIFIED
to be a true and comparative copy
of the official records on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 15th day of June, 19 90

Name of Assignor as shown on current lease Fossil Associates
(Please type or print)

Assignor [signature]
(Signature)

or W.K. Arbuckle, Member of the Joint Venture

Attorney-in-fact _____
(Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 1990

CNG PRODUCING COMPANY

Assignee _____
(Signature)

or

Attorney-in-fact [signature]
Gordon L. Wogan (Signature)
Agent & Attorney-in-fact

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

[redacted]

Form 3100-11*
(March 1984)

[redacted]TES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

[redacted]VED
OMB No. 1004-0008
Expires January 31, 1986

Serial No.
W-100880

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Read Instructions Before Completing

1. Name: Fossil Associates

Street: 1580 Lincoln Street, Suite 1220

City, State, Zip Code: Denver, Colorado 80203

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette Mathesius
BUREAU OF LAND MANAGEMENT

Lands in offer were not within a known geologic structure on 7/11/86

Donald K. Lowrey
District Manager
Rock Springs District

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 28 N., R. 105 W., Sublette County, 6th PM, WY
sec. 1, SW¼;
13, W½, SE¼;
22, SW¼;
24, NE¼;
31, lots 1, 2, E½NW¼;
32, NE¼.

247334

RECORDED July 18, 1994 8:40 AM
IN BOOK 97 MD PAGE 410
FEES 18.00
SUBLETTE COUNTY CLERK
By Cathy Sexton
COUNTY CLERK

R/SUI
Dm
-WY

Total acres in lease 1268.48
Rental retained $ 1269.00

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

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section (Title) JUL 21 1986 (Date)

EFFECTIVE DATE OF LEASE AUG 1 1986

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

ORIGINA

410

411

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

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

FOSSIL ASSOCIATES

Duly executed this 3rd day of July, 19 86. Walter K. Arbuckle

(Signature of Lessee or Attorney-in-fact)

Walter K. Arbuckle – Member Jt. Venture

LEASE TERMS

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

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

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

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

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

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

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

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds.–Lessee shall file and maintain any bond required under regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default.–If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

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

CERTIFIED
to be a true and correct copy
of the official records on file
JUN 28 1994
Arnette Wheeler
BUREAU OF LAND MANAGEMENT

1. SURFACE DISTURBANCE STIPULATION

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

a. Slopes in excess of 25 percent.

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

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

d. Within a quarter mile or visual horizon (whichever is closer) from a historic trail.

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

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all lease parcels. The intent of this stipulation is to inform interested parties (potential lessees) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the lessee or his designated operator and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development of the lease and become a condition for approval in the Application for Permit to Drill (APD).

Specific threshhold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). These decisions, where possible, should be documented in the land use planning documents.

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

7-2-86
Date

JUN 23 1994
Annette M Wheeler
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

Walter K. Arbuckle
Signature

Walter K. Arbuckle - Member Jt Venture

W-100880

2. WILDLIFE STIPULATION

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease. The same criteria applies to elk calving areas from the period of May 1 to June 30. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). Legal descriptions will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD is processed. It should eventually become a condition for approval in the Application for Permit to Drill.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Raptors including eagles, accipiters, falcons, buteos, osprey, ferruginous hawks, burrowing owls, and sage and sharp-tailed grouse all require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and correct copy
of the official document on file
JUN 28 1994
BUREAU OF LAND MANAGEMENT

7-2-86
Date

FOSSIL ASSOCIATES

Signature

Walter K. Arbuckle - Member Jt Venture

W-100880

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). Legal descriptions will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD is processed. It should eventually become a condition for approval in the Application for Permit to Drill.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Raptors including eagles, accipiters, falcons, buteos, osprey, ferruginous hawks, burrowing owls, and sage and sharp-tailed grouse all require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and correct copy
of the official case file
JUN 28 1994
BUREAU OF LAND MANAGEMENT

7-2-86
Date

FOSSIL ASSOCIATES

Signature

Walter K. Arbuckle - Member Jt Venture

OIL SHALE AREA STIPULATION

(1) No wells will be drilled for oil or gas except upon approval of the District Manager, Bureau of Land Management. Drilling will be permitted only in the event that it is established to the satisfaction of the Manager that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.

(2) No wells will be drilled for oil or gas at a location which, in the opinion of the District Manager, Bureau of Land Management, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

(3) When it is determined by the District Manager, Bureau of Land Management, that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well will be drilled for oil or gas except pursuant to an approved unit plan.

(4) The drilling or the abandonment of any well on leases within an oil shale area will be done in accordance with applicable oil and gas operating regulations including such requirements as the District Manager, Bureau of Land Management, may prescribe as necessary to prevent the flow or infiltration of oil, gas, or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits.

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette Mackelen
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

7-2-86
Date

Walter K. Arbuckle
Signature

Walter K. Arbuckle - Member Jt Venture

WY 3100-9 (Jan 1983)

MATERIAL SITE

W-100880 is covered by Wyoming Highway Department Material Site, W-0139482.

The above referenced oil and gas lease on these lands, is hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site.

At the time operations on the above land are commenced, I will notify the Wyoming Highway Department, Box 1708, Cheyenne, Wyoming 82003.

CERTIFIED
to be a true and correct copy
of the official record on file

JUN 28 1994
Annette Mukeelet
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

7-2-86
DATE

Walter K. Arbuckle
SIGNATURE

FOSSIL ASSOCIATES

Walter K. Arbuckle - Member Jt Venture

4/6

Form [illegible]
(December 1990)
(formerly 3107-5 and 3107-17)

417

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

06-700-012

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

Lease Serial No.
W-100880

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee
   Street
   City, State
   Zip Code

CNG PRODUCING COMPANY
One Canal Place - Suite 3100
New Orleans, Louisiana
70130

Additional Assignees

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North - Range 105 West, 6th PM Section 1: SW¼ Section 13: W½, SE¼ Section 22: SW¼ Section 24: NE¼ Section 31: Lots 1, 2, E½NW¼ Section 32: NE¼ Containing 1268.48 acres, more or less in Sublette County, Wyoming	100%	87.5%	12.5%	None	None

247338
247335

RECORDED July 18 1994 8:40 AM
IN BOOK 97 MISC PAGE 417
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sarton
COUNTY CLERK

CERTIFIED
to be a true and correct copy
of the official record on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

A

FOR BLM USE ONLY

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 1 1988

By Patricia J. Montes
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

APR [illegible] 1988
(Date)

ORIGINAL

CERTIFIED

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

MAY 18 1994

BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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

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

Executed this 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Stree , uite 1220 (Assignor's Address) Denver (City) Colorado (State) 80203 (Zip Code)

Executed this 8 day of February, 19 88

Assignee _____
or CNG PRODUCING COMPANY
Attorney-in-fact _____
By Harry G. Wiederspahn

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

★U.S.GPO:1987-0-773-017/61614

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

90 JUN 22 AM 9:30
RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-100880

Lease Effective Date
(Anniversary Date)
07/21/86

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

CNG PRODUCING COMPANY
1450 Poydras St.
New Orleans, LA 70112

12.5%

247336

RECORDED July 18, 1994 8:50 AM
IN BOOK 97 PAGE 419
FEES 8.00
SUBLETTE COUNTY CLERK
BY Cathy Sorter

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North - Range 105 West Sec 1 SW 13 W/2, SE 22 SW 24 NE 31 Lots 1, 2, E/2NW 32 NE 1,268.48 acres Sublette County, Wyoming	12.5%	12.5%	0	.0	0

CERTIFIED
to be a true and correct copy of the official record on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

B

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective JUL 1 - 1990

By Pamela J. Lewis
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER

JUL 15 1990

[redacted] [redacted] [redacted]

CERTIFIED
to be a true and correct copy
of the official record on file

MAY 18 1994
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 15th day of June, 19 90

Name of Assignor as shown on current lease Fossil Associates
Please type or print

Assignor [signature]
or W.K. Arbuckle, Member of the Joint Venture
Attorney-in-fact [signature]
(Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 1990

CNG PRODUCING COMPANY

Assignee [signature]
(Signature)
or
Attorney-in-fact [signature]
Gordon L. Wogan (Signature)
Agent & Attorney-in-fact

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

421

Form 3100-11
(April 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-105469

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Read Instructions Before Completing

1. Name: Fossil Associates

Street: 1580 Lincoln Street, No. 1220

City, State, Zip Code: Denver, CO 80203

RECEIVED
CHEYENNE, WYOMING
1987 JUN 25 AM 9 30
BUREAU OF LAND MANAGEMENT

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette Mitchell
BUREAU OF LAND MANAGEMENT

Lands in offer were not within a known geologic structure on 7/8/87.

Donald H. Simpson
District Manager
Rock Springs District

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 27 N., R. 105 W., Sublette County, 6th PM, WY
sec. 5, lots 1, 2, 3, 4, S½N½, S½;
6, lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼;
7, lots 1, 2, 3, 4, E½, E½W½;
8, all.

247337

RECORDED July 18, 1994 8:40A M
IN BOOK 97 pg 6 PAGE 421
FEES 12.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorton

Total acres in lease 2508.68 / 2509.00

Rental retained $ _____

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

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARSH
(Signing Officer)

Chief, Leasing Section
(Title)

JUL 10 1987
(Date)

EFFECTIVE DATE OF LEASE AUG 1 1987

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

ORIGINAL

Tear Tear Tear

[redacted] [redacted] [redacted]

d (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

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

SIGNATORY CERTIFIES COMPLIANCE WITH QUALIFICATIONS
LEASE HOLDINGS PROVIDED IN SECTION [redacted]

uly executed this 22nd day of June, 19 87

FOSSIL ASSOCIATES

Roy H. Dubitzky, Member of the Joint Venture

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological tructure or a favorable petroleum geological province, annual rental shall become $2.00, eginning with the lease year following notice of such determination. However, a lease that would therwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

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

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

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

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment, or
(d) Other, see attachment.

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

Minimum royalty shall be due for any lease year after discovery in which royalty payments ggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This inimum royalty may be waived, suspended, or reduced, and the above royalty rates may be educed, for all or portions of this lease if the Secretary determines that such action is necessary encourage the greatest ultimate recovery of the leased resources, or is otherwise justified. An interest charge shall be assessed on late royalty payments or underpayments in accordance ith the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). essee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when ch loss or waste is due to negligence on the part of the operator, or due to the failure to comply ith any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

c. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be canceled only by judicial proceeding. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

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

CERTIFIED
to be a true and correct photostatic copy
of the official document on file
JUN 28 1994
Annette Wheeler
BUREAU OF LAND MANAGEMENT

423

IN REPLY REFER TO:

3112
(923a)

United States Department of the Interior

Bureau of Land Management
Wyoming State Office
P.O. Box 1828
Cheyenne, Wyoming 82003

NOTICE TO LESSEE

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

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

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

Andrew L. Tarshis
Chief, Leasing Section

CERTIFIED
to be a true and [illegible] copy
of the official [illegible] on file

JUN 28 1994
Arnette Mitchell
BUREAU OF LAND MANAGEMENT

1. SURFACE DISTURBANCE STIPULATION (used on all leases) 105469

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

a. Slopes in excess of 25 percent.

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

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

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

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

RECEIVED
BUREAU OF LAND MANAGEMENT
CHEYENNE, WYOMING
1987 JUN 25 AM 9 30
BUREAU OF LAND MANAGEMENT

GUIDANCE:

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

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

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

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Arnette Mitchell
BUREAU OF LAND MANAGEMENT

6/22/87
Date

FOSSIL ASSOCIATES

Signature

Roy H. Dubitzky, Member
of the Joint Venture

425

(December 1986)
(formerly 3105-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

06-700-063

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

Lease Serial No.
W-105469

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee — CNG PRODUCING COMPANY
Street — One Canal Place - Suite 3100
City, State — New Orleans, Louisiana
Zip Code — 70130

Additional Assignees

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North - Range 105 West, 6th PM Section 5: Lots 1, 2, 3, 4, S½N½, S½ Section 6: Lots 1, 2, 3, 4, 5, 6, 7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ Section 7: Lots 1, 2, 3, 4, E½, E½W½ Section 8: All Containing 2508.68 acres, more or less in Sublette County, Wyoming	100%	87.5%	12.5%	None	None

247338

RECORDED July 18, 1994 8:40 AM
IN BOOK 97 Misc
FEES 8.00
PAGE 425
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

CERTIFIED
to be a true and correct copy
of the official record on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

RECEIVED
92 FEB 26 AM 9:53
BLM

FOR BLM USE ONLY

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 01 1988

By Gabriela J. Montes
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

APR 06 1988
(Date)

Original

CERTIFIED

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

MAY 18 1994

BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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

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

Executed this 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Street, Suite 1220 (Assignor's Address) | Denver (City) | Colorado (State) | 80203 (Zip Code)

Executed this 8 day of February, 19 88

Assignee _____
or CNG PRODUCING COMPANY
Attorney-in-fact _____
By: Harry G. Wiederspahn

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

* U.S.GPO:1987-0-773-017/61814

427

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

BUREAU OF LAND MANAGEMENT

90 JUN 22 AM 9:30

RECEIVED
CHEYENNE, WYOMING

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-105469

Lease Effective Date
(Anniversary Date)
07/10/87

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

CNG PRODUCING COMPANY 12.5%
1450 Poydras St.
New Orleans, LA 70112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North - Range 105 West Sec 5 Lots 1, 2, 3, 4, S/2N/2, S/2 6 Lots 1, 2, 3, 4, 5, 6, 7, S/2NE, SENW, E/2SW, SE 7 Lots 1, 2, 3, 4, E/2, E/2W/2 8 All 2,508.68 acres Sublette County, Wyoming 247339	12.5%	12.5%	0	.0	0

CERTIFIED
to be a true and correct copy
of the official record in the
BUREAU OF LAND MANAGEMENT
MAY 18 1994

RECORDED July 18 1994 8:40a M
IN BOOK 97 Misc
FEES 8.00
PAGE 427
SUBLETTE COUNTY CLERK
COUNTY CLERK
By Cathy Sexton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective JUL 1 1990

By Pamela J. Lewis

SUPERVISORY LAND LAW EXAMINER

CERTIFIED

to be a true and correct copy
of the official record on file

MAY 18 1994

BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

xecuted this 15th day of June, 19 90

ame of Assignor as shown on current lease Fossil Associates
(Please type or print)

ssignor or ttorney-in-fact W.K. Arbuckle, Member Fossil Joint Venture
(Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 1990

CNG PRODUCING COMPANY

Assignee or Attorney-in-fact Gordon L. Wogan (Signature)
Agent & Attorney-in-fact

le 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 r fraudulent tements or representations as to any matter within its jurisdiction.

429

Form 3100-11
(April 1986)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. W-104799

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Read Instructions Before Completing

1. Name: Fossil Associates

Street: 1580 Lincoln Street - Suite 1220

City, State, Zip Code: Denver, CO 80203

2. This offer/lease is for: (Check Only One) [X] PUBLIC DOMAIN LANDS [ ] ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T.	R.	Meridian	State	County

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Arnette Mickelson
BUREAU OF LAND MANAGEMENT

land in other words not within a known geologic structure on MAY 13 1987.

Gene Co Harris
District Manager
Rock Springs District

ASSOCIATE

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

T. 28 N., R. 107 W., Sublette County, 6th PM, WY
sec. 14, W½;
15, all;
22, all.

247340

RECORDED July 18, 1994 8:40 AM
IN BOOK 970 PAGE 429
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Total acres in lease 1600.00
Rental retained $ 1600.00

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

Type and primary term of lease:

[X] Simultaneous noncompetitive lease (ten years)
[ ] Regular noncompetitive lease (ten years)
[ ] Competitive lease (five years)
[ ] Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARBIN
(Signing Officer)

Chief, Leasing Section
(Title)

MAY 20 1987
(Date)

EFFECTIVE DATE OF LEASE JUN 1 1987

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

Original

Tear

4 (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or any State or Territory thereof, (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities, (3) offeror's chargeable interests, direct and indirect, either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

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

SIGNATORY CERTIFIES COMPLIANCE WITH QUALIFICATIONS CONCERNING OFFEROR AND LEASE PURSUANT TO 43 CFR 3100

uly executed this 24th day of April, 19 87

TOSSE ASSOCIATES

W.K. Arbuckle, Member of the Joint Venture

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00.
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00, or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological ructure or a favorable petroleum geological province, annual rental shall become $2.00, eginning with the lease year following notice of such determination. However, a lease that would therwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

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

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

ec. 2 Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be com-uted in accordance with regulations on production removed or sold. Royalty rates are

(a) Simultaneous noncompetitive lease, 12½%.
(b) Regular noncompetitive lease, 12½%.
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

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

Minimum royalty shall be due for any lease year after discovery in which royalty payments ggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This inimum royalty may be waived, suspended, or reduced, and the above royalty rates may be educed, for all or portions of this lease if the Secretary determines that such action is necessary encourage the greatest ultimate recovery of the leased resources, or is otherwise justified. An interest charge shall be assessed on late royalty payments or underpayments in accordance ith the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). essee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when uch loss or waste is due to negligence on the part of the operator, or due to the failure to comply ith any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

ec. 3 Bonds—Lessee shall file and maintain any bond required under regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be cancelled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

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

CERTIFIED
to be a true and complete copy
of the official record on file
JUN 28 1994
Annette Mildrelles
BUREAU OF LAND MANAGEMENT

430

W-104799

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

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

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

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

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

GUIDANCE:

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

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

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

CERTIFIED
to be a true copy
of the official file
JUN 28 1994
Annette McKeller
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

4/24/87
Date

Signature
W. K. Arbuckle, Member
of the Joint Venture

W-104799

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, and burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

4/24/87
Date

Signature

W.K. Arbuckle, Member
of the Joint Venture

87 MAY -1 AM 9 30

W-104799

2. WILDLIFE STIPULATION

c. No surface occupancy will be allowed on that portion of the lease within the following defined area: SE¼NW¼, SW¼NE¼, NE¼SW¼, NW¼SE¼ sec. 14 for the purpose of protecting sage grouse strutting ground. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

CERTIFIED
to be a true and correct copy
of the official records on file
JUN 28 1994
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

4/24/87 Annette Wheeler W.K. Arbuckle
Date Signature

W.K. Arbuckle, member of the Joint Venture

(December 1986)
(formerly 3105-5 & 3200-17)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Lease Serial No. W-104799

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee: CNG PRODUCING COMPANY
   Street: One Canal Place - Suite 3100
   City, State: New Orleans, Louisiana
   Zip Code: 70130

   Additional Assignees

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.) a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 28 North - Range 107 West, 6th PM Section 14: W½ Section 15: All Section 22: All Containing 1600.00 acres, more or less in Sublette County, Wyoming	100%	87.5%	12.5%	None	None

247341

RECORDED July 18 1994 8:40 AM
IN BOOK 97 B&P PAGE 434
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

CERTIFIED
to be a true and correct copy
of the official records on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 01 1988

By Patricia J. Wattles (Authorized Officer)

SUPERVISORY LAND LAW EXAMINER (Title)

APR 06 1988 (Date)

Original

CERTIFIED
to be a true and correct copy
of the official records on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, nation, or resident alien of the United States or association of such citizen, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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

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

Executed this 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Street, Suite 1220 Denver Colorado 80203
(Assignor's Address) (City) (State) (Zip Code)

Executed this 8 day of February, 19 88

Assignee _____
or CNG PRODUCING COMPANY
Attorney-in-fact _____
By: Harry G. Wiederspahn (CN)

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

* U.S.GPO:1987-0-773-017/61614

Form 3000-3
(June 1988)

90 JUN 22 AM 9:30

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-104799

Lease Effective Date
(Anniversary Date)
05-20-87

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* CNG PRODUCING COMPANY 12.5%
Street 1450 Poydras St.
City, State, ZIP Code New Orleans, LA 70112

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

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

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

2. This assignment conveys the following interest:

a Land Description	Percent of Interest b Owned	c Conveyed	d Retained	Percent of Overriding Royalty or Similar Interests e Reserved	f Previously reserved or conveyed
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
Township 28 North - Range 107 West Sec 14 W/2 15 All 22 All 1,600.00 acres Sublette County, Wyoming 247342	12.5%	12.5%	0	0	0

RECORDED July 18 1994 8:40 AM
IN BOOK 97 OR PAGE 432
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

CERTIFIED
to be a true and correct photocopy of the official record on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective JUL 1 - 1990

Pamela J. Lovvorn

SUPERVISORY LAND LAW EXAMINER

436

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees if Item No. 7, if needed, or for other additional information, if needed.

437

CERTIFIED
to be a true and correct photocopy
of the official record on file
MAY 18 1994
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 15th day of June, 19 90

Name of Assignor as shown on current lease Fossil Associates
Please type or print

Assignor [signature] (Signature)
or W.K. Arbuckle, Member of the Joint Venture
Attorney-in-fact [signature] (Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 1990

CNG PRODUCING COMPANY

Assignee [signature] (Signature)
or
Attorney-in-fact [signature] (Signature)
Gordon L. Wogan
Agent & Attorney-in-fact

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

Form 3100-11*
(March 1984)

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

[redacted]VED
OMB No. 1004-0008
Expires January 31, 1986

Serial No. W-104180

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

Read Instructions Before Completing

1. Name: Fossil Associates

Street: 1580 Lincoln Street, No. 1220

City, State, Zip Code: Denver, CO 80203

2. This offer/lease is for: (Check Only One) ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested:

T. R. Meridian State County

Land's in offer were not within a known geologic structure on 5/6/87.

Ronald H. Lamp
District Manager
Rock Springs District

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 28 1994
Arnette Wheeler
BUREAU OF LAND MANAGEMENT

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

T. 28 N., R. 107 W., Sublette County, 6th PM, WY
sec. 3, lots 2, 3, S½;
10, all;
11, all;
13, all;
14, E½;
23, NE¼;
24, N½, SW¼, N½SE¼, SW¼SE¼.

247343

RECORDED July 18 1994 8:40a M
IN BOOK 97 Misc B PAGE 438
FEES 16.00 Mary C. COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

Total acres in lease 3349.44 ~~3350.00~~

Rental retained $ _____

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

Type and primary term of lease:

☒ Simultaneous noncompetitive lease (ten years)

☐ Regular noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ ANDREW L. TARSHIS
(Signing Officer)

Chief, Leasing Section (Title) MAY 11 1987 (Date)

EFFECTIVE DATE OF LEASE JUN 1 1987

*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

ORIGINAL

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in either public domain or acquired lands do not exceed 200,000 acres in oil and gas options or 246,080 acres in options and leases in the same State, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; and (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

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

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction. LEASE HOLDINGS PROVIDED PURSUANT TO SECTION 2(a)(2)(A) OF THE MINERAL LEASING ACT

Duly executed this 23rd day of March, 19 87

FOSSIL ASSOCIATES WITH QUALIFICATIONS CONCERNING FEDERAL COAL

W. K. Arbuckle, Member of the Joint Venture
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

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

(a) Simultaneous noncompetitive lease, $1.00 for the first 5 years, thereafter, $3.00;
(b) Regular noncompetitive lease, $1.00;
(c) Competitive lease, $2.00; or
(d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological structure or a favorable petroleum geological province, annual rental shall become $2.00, beginning with the lease year following notice of such determination. However, a lease that would otherwise be subject to rental of more than $2.00 shall continue to be subject to the higher rental.

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

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

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

(a) Simultaneous noncompetitive lease, 12½%;
(b) Regular noncompetitive lease, 12½%;
(c) Competitive lease, see attachment; or
(d) Other, see attachment.

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

Minimum royalty shall be due for any lease year after discovery in which royalty payments aggregate less than $1.00 per acre. Lessee shall pay such difference at end of lease year. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (96 Stat. 2447). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—Lessee shall file and maintain any bond required under regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation. Lessee shall also be subject to applicable provisions and penalties of FOGRMA (96 Stat. 2447). However, if this lease includes land known to contain valuable deposits of leased resources, it may be canceled only by judicial proceedings. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time.

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

CERTIFIED
to be a true and complete copy
of the official records on file
JUN 28 1994
Annette Wheeler
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted] REPLY REFER TO:

United States Department of the Interior

3112
(923a)

Bureau of Land Management
Wyoming State Office
P.O. Box 1828
Cheyenne, Wyoming 82003

NOTICE TO LESSEE

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

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

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

Andrew L. Tarshis
Chief, Leasing Section

CERTIFIED
to be a true and correct copy
of the official case file

JUN 28 1994
Annette M Wheeler
BUREAU OF LAND MANAGEMENT

W- 1041

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

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

a. Slopes in excess of 25 percent.

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

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

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

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

GUIDANCE:

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

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

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

CERTIFIED
to be a true
of the official file
JUN 28 1994
Annette Wheeler
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

3/23/87
Date

W. K. Arbuckle
Signature

W. K. Arbuckle, Member
of the Joint Venture

2. WILDLIFE STIPULATION

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease. The same criteria applies to elk calving areas from the period of May 1 to June 30. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, and burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

FOSSIL ASSOCIATES

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 28 1994
Annette Mitchell
BUREAU OF LAND MANAGEMENT

3/23/87
Date

W. K. Arbuckle
Signature

W. K. Arbuckle, Member
of the Joint Venture

'87 MAR 30 AM 9 30

OIL SHALE AREA STIPULATION

No wells will be drilled for oil and gas at a location which, in the opinion of the District Manager, Bureau of Land Management would result in undue waste of oil shale deposits or consitute a hazard to or unduly interfere with operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.

The leases issued for those lands in oil shale areas will include the stipulation stated above.

CERTIFIED
to be a true and comparative copy
of the official records on file
JUN 28 1994
Arnette Wheeler
BUREAU OF LAND MANAGEMENT

FOSSIL ASSOCIATES

3/23/87
Date

W. K. Arbuckle
Signature

W. K. Arbuckle, Member of the Joint Venture

(June 1986)
Formerly 3105-5 & 32[redacted]

DEPARTMEN[redacted]IE INTERIOR
BUREAU OF L[redacted]ANAGEMENT

[redacted] APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

Lease Serial No.
W-104180

New Serial No.

4-6-88

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (P.L. 96-514)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee: CNG PRODUCING COMPANY
   Street: One Canal Place - Suite 3100
   City, State: New Orleans, Louisiana
   Zip Code: 70130

Additional Assignees

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents other than this form; such documents should only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North - Range 107 West, 6th PM Section 3: Lots 2, 3, S½ Section 10: All Section 11: All Section 13: All Section 14: E½ Section 23: NE¼ Section 24: N½, SW¼, N½SE¼, SW¼SE¼ Containing 3349.44 acres, more or less in Sublette County, Wyoming 247344	100%	87.5%	12.5%	None	None

CERTIFIED
to be a true copy
of the official record on file
JUN 28 1994
Arlette M. Sheller
BUREAU OF LAND MANAGEMENT

RECORDED July 18, 1994 8:40 AM
IN BOOK 97 OWB PAGE 444
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Sexton COUNTY CLERK

FOR BLM USE ONLY

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 01 1988

By Patricia J. Matthes
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

APR 06 1988
(Date)

ORIGINAL

Part A (Continued): ADDITIONAL SPACE for Land Description in Item No. 2, if needed.

445

CERTIFIED
to be a true and correct copy
of the official records on file
JUN 28 1994
Annette M. Wheeler
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, nation, or resident alien of the United States or association of such citizen, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For oil and gas assignments, the obligation to pay overriding royalties, payment out of production, carried interests, net profit interests, or such similar payments or interests created herein, which, when added to overriding royalties or payments out of production or other similar interests or payments previously created, may be suspended by the Secretary at any time upon a determination that the excess constitutes a burden on lease operations in accordance with 43 CFR 3103.

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

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

Executed this 5th day of February, 19 88

Assignor FOSSIL ASSOCIATES
or W.K.Arbuckle, Member of the Jt. Venture
Attorney-in-fact _____
(Signature)

Name of assignor as shown on current lease or assignment FOSSIL ASSOCIATES

1580 Lincoln Street, Suite 1220 (Assignor's Address) Denver (City) Colorado (State) 80203 (Zip Code)

Executed this 8 day of February, 19 88

Assignee _____
or CNG PRODUCING COMPANY
Attorney-in-fact _____
By: Harry G. Wiederspahn

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

★ U.S GPO:1987-0-773-017/61614

Form 3000-3
(June 1988)

90 JUN 22 AM 9:30

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-104180

Lease Effective Date
(Anniversary Date)
05-11-87

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* CNG PRODUCING COMPANY 12.5%
   Street 1450 Poydras St.
   City, State, ZIP Code New Orleans, LA 70112

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

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

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

2. This assignment conveys the following interest:

247345 RECORDED July 18, 1994 8:40AM
IN BOOK 97 ORB PAGE 446
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sorta

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
Township 28 North- Range 107 West Sec 3 Lots 2, 3, S/2 10 All 11 All 13 All 14 E/2 23 NE 24 N/2, SW, N/2SE, SWSE 3,349.44 acres Sublette County, Wyoming	12.5%	12.5%	0	0	0

CERTIFIED
to be a true and correct copy
of the official record on file
JUN 22 1994
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective JUL 01 1990

By Pamela J. Lewis

☐ Assignment approved for attached land description

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

SUPERVISORY LAND LAW EXAMINER JUL 18 1990

446

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

447

CERTIFIED
to be a true copy
of the official file
JUN 28 1994
BUREAU OF LAND MANAGEMENT

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 5th day of June, 19 90

Name of Assignor as shown on current lease Fossil Associates
Please type or print

Assignor W.K. Arbuckle (Signature)
or W.K. Arbuckle, Member of the Joint Venture
Attorney-in-fact _____ (Signature)

1580 Lincoln St., Suite 1100
(Assignor's Address)

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

Executed this 29 day of May, 1990

CNG PRODUCING COMPANY

Assignee _____ (Signature)
or
Attorney-in-fact Gordon L. Wogan (Signature)
Gordon L. Wogan
Agent & Attorney-in-fact

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

[redacted] [redacted] [redacted]

ASSIGNMENT OF O[redacted]ING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **High Plains Associates, Inc.**, of 1600 Broadway, Suite 1565, Denver, Colorado 80202 (hereinafter referred to as **Assignor**), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the parties listed below (hereinafter referred to as Assignees), an overriding royalty interest, free and clear of all cost and expense of development and operation, equal to the percentage set opposite each Assignee's name, in and to all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas leases and lands described on Exhibit "A", attached hereto and made a part hereof, said lands being situated in the county of Sublette, state of Wyoming.

Assignees	ORRI Conveyed
Stanley Energy, Inc. 1766 Lincoln Street, Suite 410 Denver, CO 80203	2.55000% of 8/8ths
Scott R. Clark 9830 Xavier Court Westminster, CO 80030	0.75000% of 8/8ths
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	0.75000% of 8/8ths
South Pass Resources, Inc. 1080 South York Street Denver, CO 80209	0.12375% of 8/8ths
Pepco, Inc. 3901 Cherry Street Englewood, CO 80111	0.18000% of 8/8ths
Markus Production, Inc. 7753 S. Hill Drive Littleton, CO 80120	0.14625% of 8/8ths

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED this 6th day of July, 1994.

ATTEST

By: Lynne M. Romanchuk
Lynne M. Romanchuk
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: Jonathan S. Roderick
Jonathan S. Roderick
Vice President

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

247364
247364

RECORDED July 19, 1994 8:35AM
IN BOOK 97 PAGE 448
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

On this 6th day of July, 1994, before me personally appeared Jonathan S. Roderick, to me personally known, who, being by me duly sworn, did say that he is the Vice President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jonathan S. Roderick acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of July, 1994.

My Commission Expires: 10-22-97

Notary Public

448

EXHIBIT "A"
Attached to and made a part of that certain Assignment
of Overriding Royalty Interest dated July 6, 1994

HPAI LEASE#	LESSOR	LESSEE	COUNTY	STATE	DESCRIPTION	BOOK
9468	U.S.A. WYW-130732 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 30 North, Range 110 West, 6th P.M. Section 19: Lots 1(35.12), 2(35.27), 3(35.42), 4(35.58), N2NE4, E2W2 Section 28: Lot 5(14.59) Section 29: Lots 1(7.94), 2(15.10), 3(41.20), 4(40.69), 5(28.16), 6(12.80), E2SW4, SE4 Section 30: Lots 3(35.74), 4(35.90), 10(36.06), 11(36.22), NE4NW4	N/A
9469	U.S.A. WYW-130735 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 30 North, Range 111 West, 6th P.M. Section 6: Lots 5(39.77), 6(39.79), 7(39.83), S2NE4, SE4NW4, E2SW4, SE4 Section 7: Lots 1(39.80), 2(39.81), NE4, E2NW4 Section 8: All	N/A
9470	U.S.A. WYW-130736 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 31 North, Range 111 West, 6th P.M. Section 3: Lots 1(40.05), 2(40.04), 3(40.03), 4(40.01), S2N2, SW4, NW4SE4, S2SE4 Section 4: Lots 1(40.05), 2(40.14), 3(40.23), 4(40.32), S2N2, S2 Section 5: Lots 1(40.38), 2(40.42), 3(40.46), 4(40.51), S2N2, S2 Section 8: All	N/A
9471	U.S.A. WYW-130737 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 31 North, Range 111 West, 6th P.M. Section 9: W2NE4, SE4NE4, NW4, S2 Section 10: N2, SE4 Section 27: All	N/A
9472	U.S.A. WYW-130738 Bureau of Land Management	High Plains Associates, Inc.	Sublette	Wyoming	Township 31 North, Range 111 West, 6th P.M. Section 34: All Section 35: All	N/A

644

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **High Plains Associates, Inc.**, of 1600 Broadway, Suite 1565, Denver, Colorado 80202 (hereinafter referred to as **Assignor**), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the parties listed below (hereinafter referred to as Assignees), an overriding royalty interest, free and clear of all cost and expense of development and operation, equal to the percentage set opposite each Assignee's name, in and to all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the oil and gas lease and lands described below, said lands being situated in the county of Sublette, state of Wyoming.

Assignees	ORRI Conveyed
Stanley Energy, Inc. 1766 Lincoln Street, Suite 410 Denver, CO 80203	0.18888% of 8/8ths
Scott R. Clark 9830 Xavier Court Westminster, CO 80030	0.05556% of 8/8ths
Douglas P. Battin 122 Plum Creek Place Highlands Ranch, Colorado 80126	0.05556% of 8/8ths
South Pass Resources, Inc. 1080 South York Street Denver, CO 80209	0.00917% of 8/8ths
Pepco, Inc. 3901 Cherry Street Englewood, CO 80111	0.01333% of 8/8ths
Markus Production, Inc. 7753 S. Hill Drive Littleton, CO 80120	0.01083% of 8/8ths

247365

RECORDED July 19, 1994 8:35AM
IN BOOK 97 OAB PAGE 450
FEES 8.00 Mary COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Oil and Gas Lease

Lessor: State of Wyoming 93-00555
Lessee: High Plains Associates, Inc.
Effective Date: December 2, 1993
Description: Township 31 North, Range 112 West, 6th P.M.
Section 36: All
Containing 640.00 acres, more or less
Sublette County, Wyoming

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer orders, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interests and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their heirs, successors, personal representatives, administrators, executors, and assigns forever.

EXECUTED this 6th day of July, 1994.

ATTEST

By: Lynne M. Romanchuk
Secretary

HIGH PLAINS ASSOCIATES, INC.

By: Jonathan S. Roderick
Jonathan S. Roderick
Vice President

STATE OF COLORADO]
] ss.
COUNTY OF DENVER]

On this 6th day of July, 1994, before me personally appeared Jonathan S. Roderick, to me personally known, who, being by me duly sworn, did say that he is the Vice President of High Plains Associates, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Jonathan S. Roderick acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 6th day of July, 1994.

My Commission Expires: 10-22-97

Tina R. Walker
Notary Public

THIS AGREE[redacted]de and entered into this 25th day [redacted]e, 19[redacted] and between Larry W[redacted]bard and Linda Hubbard [redacted]band & wife, Wayne F. [redacted]rd and Travis J. Hubbard of P.O.Box 703, Pinedale, Wyoming 82941, hereinafter called lessor (whether one or more), and Starwood,Inc.,a Texas Corporation of 73 N. Ranch Rd.,Littleton,CO 80127-5775 hereinafter called lessee:

WITNESSETH: that lessor, for and in consideration of Ten and More DOLLARS ($10.00+) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods, drilling, mining, operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate) and any substance, whether similar or dissimilar, produced in a gaseous state, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 34 North, Range 110 West of the 6th P.M.
Section 22: SW/4SE/4
Section 26: ALL
Section 27: E/2, E/2SW/4, SE/4NW/4, W/2NE/4NW/4, SE/4NE/4NW/4, excepting any part lying within the Tyler Subdivisions
Section 34: N/2NE/4, NE/4NW/4, excepting any part lying within the Tyler Subdivisions
Section 35: N/2N/2, excepting any part lying within the Tyler Subdivisions

of Section ____, Township ____, Range ____, it being the purpose and intent of lessor to lease, and lessor does hereby lease, all of the lands or interests in lands owned by lessor which adjoin the lands above described or which lie in the section or sections herein specified. For all purposes of this lease, said lands shall be deemed to contain 1455.80 acres.

Subject to the other provisions herein contained, this lease shall remain in force for a term of ~~ten (10)~~ five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from said leased premises or drilling operations are continuously prosecuted as hereinafter provided. "Drilling operations" includes operations for the drilling of a new well, the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to obtain or re-establish production of oil or gas; and drilling operations shall be considered to be "continuously prosecuted" if not more than 60 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease, this lease shall not terminate if lessee is then prosecuting drilling operations, or within 60 days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

In consideration of the premises, lessee covenants and agrees:

1st. To deliver, free of cost, to lessor at the wells, or to the credit of lessor in the pipeline to which the wells may be connected, the equal one-eighth (1/8) part of all oil and other liquid hydrocarbons produced and saved from the leased premises, or, at lessee's option, to pay to lessor for such one-eighth (1/8) royalty the market price at the well for such oil and other liquid hydrocarbons of like grade and gravity prevailing on the day such oil and other liquid hydrocarbons are run from the lease stock tanks.

2nd. To pay lessor one-eighth (1/8) of the proceeds received by lessee at the well for all gas (including all substances contained in such gas) produced from the leased premises and sold by lessee; if such gas is used by lessee off the leased premises or used by lessee for the manufacture of casinghead gasoline or other products, to pay to lessor one-eighth (1/8) of the prevailing market price at the well for the gas so used.

If no well be commenced on said land on or before one year from the date hereof, this lease shall (except as otherwise provided in this paragraph) terminate, unless lessee (or someone in his behalf), on or before such date, shall pay or tender to lessor, or to lessor's credit in the at the address shown above ~~Bank of~~ ~~(with depository bank at address of lessor)~~ the sum of $2.00 per net acre ~~DOLLARS ($)~~, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the primary term hereof. All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the rental date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or lessor (at his last known address as shown by lessee's records) on or before the rental date, shall be deemed payment or tender as herein provided. Notwithstanding the death of lessor, payment or tender of rentals to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of lessor and his successors in interest. If lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a lessor entitled thereto under this lease according to lessee's records or to a lessor who, prior to such attempted payment or deposit, has given lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by lessee's records, in an incorrect amount, or otherwise), lessee shall be unconditionally obligated to pay to such lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within 30 days after receipt by lessee of written notice from such lessor of such error accompanied by any documents and other evidence necessary to enable lessee to make proper payment. The consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be completed as a dry hole, then, and in that event, if a second well is not commenced on said land within 12 months from the expiration of the last rental period for which rental has been paid (it being understood that for the purpose of this paragraph the period of time extending from the date of this lease to the first rental date shall be considered as a rental period for which rental has been paid), this lease shall terminate as to both parties, unless lessee on or before the expiration of said 12 months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. Upon resumption of the payment of rentals, as above provided, the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in rental payments.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on the leased premises (or on acreage pooled or consolidated with all or a portion of the leased premises into a unit for the drilling or operation of such well) is at any time shut in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to lessor within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut in, as royalty, an amount equal to the annual delay rental herein provided applicable to the interest of lessor in acreage embraced in this lease as of the end of such annual period, or, if this lease does not provide for any delay rental, then the sum of $50.00; provided that, if gas or gas-condensate from such well is sold or used as aforesaid before the end of any such annual period, or if, at the end of any such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor or to lessor's credit in the depository bank above designated. Royalty ownership as of the last day of each such annual period as shown by lessee's records shall govern the determination of the party or parties entitled to receive such payment.

If lessor owns a less interest in the land covered by this lease than the entire and undivided fee simple mineral estate therein, then whether or not such less interest is referred to or described herein, all rentals and royalties herein provided shall be paid lessor only in the proportion which his interest bears to the whole and undivided mineral fee.

If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until 90 days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the delay rentals hereinabove provided for shall be apportioned to the separate parts, rateably according to the surface acreage of each, and failure of the leasehold owner or sublessee of any separate part of the above described lands to make a rental payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

Lessee may, at any time, execute and deliver to lessor or place of record a release covering all or any part of the acreage embraced in the leased premises or covering any one or more zones, formations or depths underlying all or any part of such acreage, and thereupon shall be relieved of all obligations thereafter to accrue with respect to the acreage, zones, formations or depths covered by such release. In event of a release of this lease as to all rights in only a part of the acreage embraced in the leased premises, thereafter the delay rentals hereinabove provided for shall be reduced proportionately on an acreage basis.

Lessee shall have the right to unitize all or any part of the above described lands with other lands in the same general area by entering into a unit agreement setting forth a plan of development or operation approved by the Secretary of the Interior, or other officer or representative of the United States having authority to approve such unit agreements, and, from time to time, with like approval, to modify, change or terminate any such agreement. In any of such events, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions and provisions of such approved unit agreement, and all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such agreement, and this lease shall not terminate or expire during the life of such agreement except as may be otherwise provided in said agreement. In the event that said above described lands, or any part thereof, shall hereafter be operated under any such unit agreement whereby the production thereunder is allocated to different portions of the land covered by said agreement, then the production allocated to any particular tract of land pursuant to such agreement shall, for the purpose of computing royalties, be regarded as having been produced from the particular tract of land to which it is allocated and not from any other tract of land and any royalty payments on such production to be made hereunder to lessor shall be based solely upon the production so allocated. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest unitized pursuant hereto. Lessee's execution of such unit agreement shall be binding as to both lessor and lessee and their respective

247372

RECORDED July 19, 1994 12:00 PM
IN BOOK 97 MISC PAGE 452
FEES 8.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

Upon the expiration of the primary term of this lease Lessee shall have the option to extend this lease for an additional five (5) years under the same terms and conditions contained herein by tendering to Lessor a cash bonus payment of $10.00 per mineral acre or a total of $14,558.00

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

X Larry W. Hubbard
Larry W. Hubbard
SSN: 520 46 6477

X Linda Hubbard
Linda Hubbard
520 62-3246
SSN:

X Wayne F. Hubbard
Wayne F. Hubbard
SSN: 520-11-2699

X Travis J. Hubbard
Travis J. Hubbard
SSN: 520-11-4590

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 7th day of July, 19 94, before me personally appeared Larry and Linda Hubbard, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

PENNY FRETHEIM - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 16, 1995

My commission expires:
12-16-95

Penny Fretheim
Notary Public

STATE OF Wyoming
COUNTY OF Sublette } SS.

(Individual—Wyo.)

On this 7th day of July, 19 94, before me personally appeared Travis and Wayne Hubbard, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

PENNY FRETHEIM - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 16, 1995

My commission expires:
12-16-94

Penny Fretheim
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Corporation—Wyo.)

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

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____ } SS.

(Certificate of Recording)

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

_____
Register of Deeds

By _____
Deputy

AFTER RECORDING, RETURN TO: _____

PRODUCERS 88—PAID UP
Rev. 5-60, No. 2—4-89

Billings Blue Print
Billings, Montana

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of April, 19 94, by and between

Gordon W. Bray and Beth A. Bray, husband and wife

whose post office address is Box 564, Big Piney, Wyoming 83113, hereinafter called Lessor (whether one or more) and

Donald B. Anderson Ltd. whose post office address is 1200 17th Street, Suite 1150 Denver, Colorado 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of TEN AND MORE ($10.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land

situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 30 North, Range 112 West, 6th P.M.
Section 26: $SW\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}SW\frac{1}{4}$
Section 27: $S\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$
Section 34: $N\frac{1}{2}NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$

247408

RECORDED July 20 1994, 3:50
IN BOOK 97 Misc PAGE 454
FEES 10.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

and containing 480.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of ~~ten~~ Five (5) November 10, 1994 years from ~~this date~~ and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eight (⅛) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eighth (⅛) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (⅛), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (⅛) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

x Beth A. Bray
Beth A. Bray
SS# 514-40-2759

x Gordon W. Bray
Gordon W. Bray
SS# 524-42-7634

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF Wyoming
COUNTY OF Sublette } ss.

On this 6th day of May 19 94, before me personally appeared
Gordon W. Bray and Beth A. Bray, husband and wife

known to me to be the person(x) described in and who executed the foregoing instrument, and who acknowledged to me that ~~XXXXXX~~they) executed the same.

LELA L. SANDERS
NOTARY PUBLIC
Sublette County, WY
My Commission expires
11-4-96

Lela L. Sanders
Notary Public

My commission expires:
Nov. 4, 1996

Residing at Big Piney, Wy.

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

.....

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he (she, they) executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

ACKNOWLEDGMENT FOR CORPORATION

STATE OF .....
COUNTY OF ..... } ss.

On this ..... day of ..... 19 ....., before me personally appeared

..... known to me to be the .....

of .....
the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

.....
Notary Public

My commission expires:

.....

Residing at .....

RECORDING DATA

[redacted] [redacted]

WHEN RECORDED, RETURN TO:
LCM, LTD
[redacted]

EXHIBIT "A"

Attached hereto and made a part hereof that certain Oil and Gas Lease dated April 16, 1994, by and between Gordon W. Bray and Beth A. Bray, husband and wife, as Lessor(s) Box 564, Big Piney, Wyoming 83113 and Donald B. Anderson Ltd., as Lessee 1200 17th Street, Suite 1150, Denver, Colorado 80202, covering the following described lands, to wit:

Township 30 North, Range 112 West, 6th P.M.
Section 26: SW¼NW¼, W½SW¼
Section 27: S½NE¼, N½SE¼, SE¼SE¼
Section 34: N½NE¼, E½NW¼

1) This lease covers Lessor's reversionary interest in the lands described herein, and is hereby vested in interest, but is subject to the provisions of the present Oil and Gas Lease covering said property, recorded in Book 84, at Page 653 and is to vest in possession upon termination of said existing lease. Lessor agrees not to execute any instrument extending or renewing the present existing lease.

SIGNED FOR IDENTIFICATION:

X Gordon W Bray
Gordon W. Bray

X Beth A. Bray
Beth A. Bray

457

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW133051

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1 Name Mollurry Oil Co
Street Box 220
City, State, Zip Code Casper, WY 82602

[redacted]

2 This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No. _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. _____ R. _____ Meridian _____ State _____ County _____

247409

RECORDED Jul 4 20 1994 4:15 PM
IN BOOK 970+44 PAGE 457
FEES 6.00 Mary _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY L Fields

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

DO NOT WRITE BELOW THIS LINE

3 Land included in lease:

T. 029ON	R. 107OW	06th	Meridian	WY	Sublette	County
sec. 004	LOTS 1-4;					
004	S2N2,S2;					
005	LOTS 1-4;					
005	S2N2,S2;					
006	LOTS 1-6;					
006	S2NE,SENW,E2SW,SE;					
010	SUNW;					
T. 030ON	R. 107OW	06th	Meridian	WY		
sec. 033	NE,E2NW,S2;					

Total acres in lease 2481.870
Rental retained $ 3723.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

Other _____

THE UNITED STATES OF AMERICA

by Jean Mackey
(Signing Officer)

Supervisory Land Law Examiner JUL 12 1994
(Title) (Date)

EFFECTIVE DATE OF LEASE AUG 01 1994

(Continued on reverse)

WY18 010-00096-06 **FOR LESSEE**

[redacted] [redacted] [redacted]

Form 3100-11b
(October 1992)

[redacted]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. [redacted] WYW133052

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: Pelbury Oil Co
   Street: Box 220
   City, State, Zip Code: Casper, WY 82602

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. _____ R. _____ Meridian _____ State _____ County _____

247410

RECORDED July 20 1994 4:15PM
IN BOOK 97 0470 PAGE 458
FEES 6.00 Mary _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY L Fields

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 030.0N R. 107.0W 6th Meridian WY State Sublette County

sec. 017 W2;
028 ALL;
034 W2;

Total acres in lease 1280.000
Rental retained $ 1920.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Joan Mackey
(Signing Officer)

Supervisory Land Law Examiner JUL 12 1994
(Title) (Date)

EFFECTIVE DATE OF LEASE AUG 01 1994

(Continued on reverse)

WY18 010-00097-00 **FOR LESSEE**

458

Form 3100-11b
(October 1992)

459

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW133071

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

[redacted]

READ INSTRUCTIONS BEFORE COMPLETING

1 Name McMurry Oil Co
Street Box 220
City, State, Zip Code Casper, WY 82602

2 This application/offer/lease is for: *(Check only One)* X ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No. _____ *Sale Date (m/d/y) ___ / ___ / ___

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

T. _____ R. _____ Meridian _____ State _____ County _____

247411

RECORDED July 20 1994 4:15PM
IN BOOK 97 Misc PAGE 459
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY L FIELDS

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028ON R. 109OW 06th Meridian WY State Sublette County

sec. 004 LOTS 1,3;
004 SWSW,SWSE;
009 ALL;

Total acres in lease 810.490
Rental retained $ 1216.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)
X ☐ Competitive lease (ten years)
☐ Other _____

THE UNITED STATES OF AMERICA

by Jean Nelson
(Signing Officer)

Supervisory Land Law Examiner JUL 12 1994
(Title) (Date)

EFFECTIVE DATE OF LEASE AUG 01 1994

(Continued on reverse)

WY18 010-00098-00

FOR LESSEE

[redacted]

Form 3100-11b
(October 1992)

[redacted]

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

Serial No. [redacted]372

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name McMurry Oil Co
   Street Box 220
   City, State, Zip Code Casper, WY 82602

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. _____ R. _____ Meridian _____ State _____ County _____

247412

RECORDED July 20 1994 9:15 AM
IN BOOK 97 Misc PAGE 460
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY TRACEY L FIELDS

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 029011 R. 109W 06th Meridian WY State Sublette County
Sec. 002 02;

Total acres in lease 320.000
Rental retained $ 320.00

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Jean Mucky
(Signing Officer)

Supervisory Land Law Examiner JUL 12 1994
(Title) (Date)

EFFECTIVE DATE OF LEASE AUG 01 1994

(Continued on reverse)

WY18 010-00099-00 **FOR LESSEE**

460

Form 3100-11b
(October 1992)

461

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW136073

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Mcmurry Oil Co
   Street Box 220
   City, State, Zip Code Casper, WY 82602

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. R. Meridian State County

247413

RECORDED July 20 1994 415PM
IN BOOK 970 PAGE 461
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracey L Fields

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 029.0N R. 109.0W 06th Meridian WY State Sublette County

sec. 019 LOTS 2,4;
019 NENE,S½NE,NENW,NESW;
019 NESE,SWSE;
034 NE,S2NW;

Total acres in lease 566.210
Rental retained $ 550.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

Supervisory Land Law Examiner (Title) JUL 12 1994 (Date)

EFFECTIVE DATE OF LEASE AUG 01 1994

(Continued on reverse)

WY18 010-00100-00 **FOR LESSEE**

Form 3100-11b
(October 1992)

[redacted]

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

Serial No. [redacted]3078

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: Mel urity Oil Co
   Street: Box 220
   City, State, Zip Code: Casper, WY 82602

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

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

T. R. Meridian State County

247414

RECORDED July 20 1994 415 M
IN BOOK 97 of Misc PAGE 462
FEES 6.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Tracey L Fields

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 110W 06th Meridian WY State Sublette County
sec. 019 LOTS 1,2;
019 E2,E2NW;
030 NW;

Total acres in lease 630.600
Rental retained $ 946.50

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

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

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Jean Nudson
(Signing Officer)

Supervisory Land Law Examiner
(Title)

JUL 07 1994
(Date)

EFFECTIVE DATE OF LEASE AUG 01 1994

(Continued on reverse)

WY18 040-00010-00

FOR LESSEE

462

WY-1975

463

LEASE NO.: 94-00154

PARCEL NO.: 185

FUND: Common School

Form Approved by the Board
and Effective March 1, 1982

STATE OF WYOMING
OIL AND GAS LEASE

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners as **LESSOR**, and the following as **LESSEE**:

WLR, Inc.

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

640.00 All — Section 16, Twp. 27 N., Rg. 108 W., 6th P.M.

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

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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

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

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of April, 1994 A.D.

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

By: Howard W. Johnson
Director,
State Land and Farm Loan Office

WLR, Inc.

LESSEE: Scott Edwards
by: Scott Edwards - President

Address: P.O. Box 160

City: Sheridan State: WY Zip: 82801

Telephone No. (307) 672-9031

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RECORDED July 22 1994 1235P M
IN BOOK 97 Oth PAGE 463
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
BY Tracy L Fields

[redacted] OIL AND G[redacted]ASE TERMS

Section 1. THE LESSEE AGREES:

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

(b)PAYMENTS. To make all payments accruing hereunder to the State Land and Farm Loan Office, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

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

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

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

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

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

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

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

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

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

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

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

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the 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 State Land and Farm Loan Office, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

WY-1976

465

LEASE NO.: 94-00155

PARCEL NO.: 186

FUND: Common School

Form Approved by the Board
and Effective March 1, 1982

STATE OF WYOMING
OIL AND GAS LEASE

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640.00 All — Section 36, Twp. 27 N., Rg. 108 W., 6th P.M.

County: Sublette — Total Acres: 640.00 — Advance Rental $: 640.00
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LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: Howard W. Johnson
Director,
State Land and Farm Loan Office

WLR, Inc.

LESSEE: Scott Edwards
by: Scott Edwards - President

Address: P.O. Box 160

City: Sheridan State: WY Zip: 82801

Telephone No. (307) 672-9031

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RECORDED July 22, 1994 1235 M
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OIL AND G[redacted]ASE TERMS

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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 State Land and Farm Loan Office may waive such reports as conditions may warrant.

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

4606

Form Approved by the Board

and Effective March 1, 1982

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FUND: Common School

STATE OF WYOMING
OIL AND GAS LEASE

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissioners as **LESSOR**, and the following as **LESSEE**:

WLR, Inc.

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

640.00 All — Section 36, Twp. 27 N., Rg. 109 W., 6th P.M.

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

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

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

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

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

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

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

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of April, 1994 A.D.

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

By: Howard M. Johnson
Director,
State Land and Farm Loan Office

WLR, Inc.

LESSEE: Scott Edwards
by: Scott Edwards - President

Address: P.O. Box 160

City: Sheridan **State:** WY **Zip:** 82801

Telephone No. (307) 672-9031

247440

RECORDED July 22 1994 1235P M
IN BOOK 97 PAGE 467
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By TRACEY L FIELDS

OIL AND [redacted]SE TERMS

Section 1. THE LESS[redacted] AGREES:

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

(b)PAYMENTS. To make all payments accruing hereunder to the State Land and Farm Loan Office, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

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

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

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

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

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

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

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

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

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

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

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

When the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the 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 State Land and Farm Loan Office, to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
W-116279
Lease Effective Date (Anniversary Date)
June 1, 1989
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* JRO, Inc.
   Street 100 Squaw Valley Place
   City, State, ZIP Code Pagosa Springs, CO 81147-9721

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
T-31-N, R-112-W, Sublette County, 6th PM, Wyoming Sec. 22: SE Sec. 26: All Sec. 27: E2 Sec. 35: N2,SE Containing 1600.00 acres Reassignment Rider Included	100%	100%	NONE	4%	NONE

247666 RECORDED Aug. 4, 1994 11:15 AM
IN BOOK 97 Misc. PAGE 409
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective MAR 01 1994

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

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JUL 06 1994
(Date)

erriding roy[redacted]ated under this Assignment [redacted] be computed and paid on th[redacted]basis that yalty paymen[redacted]made to the Lessor, and unless otherwise required by law shall be subject to e same provisions and conditions as is the Lessor's royalty.

the even that the Assignee herein, or any subsequent Assignee, elects to relinquish, surrender allow to expire by nonpayment of rental, the herein described lease, as to all or any part of e acreage covered thereby, Assignee shall notify Lessee at least thirty (30) days prior to the xt accruing rental date under said oil and gas lease of Assignee's election. Lessee shall have e right for a period of fifteen (15) days after the receipt of such notification in which to quest to Assignee that said oil and gas lease be reassigned to Lessee, and Assignee shall then ecute an Assignment of said oil and gas lease to Lessee. This reassignment provision shall not ply if the herein described lease is expiring at the end of its primary term. This Reassignment ovision applies to any renewal, exchange, extension, or alteration of the said oil and gas lease, whole or in part. Any reassignment under the terms of this attached rider to this Assignment all be free and clear of all burdens, encumbrances or outstanding interests other than those isting on the date hereof. Assignee's liability for failure to comply with this reassignment ovision shall be liquidated damages in the amount equal to the consideration paid for the anting of this Assignment to which this rider is attached. This reassignment obligation shall ve precedence over any subsequent reassignment provisions of any future assignments of this ease any part thereof.

ATE OF TEXAS
UNTY OF MIDLAND

This instrument was acknowledged before me on February 23, 1994, by A. W. Rutter, Jr., as rtner of Midland Energy Investors, a partnership, on behalf of said partnership.

CHARLOTTE S. HARRIS
Notary Public, State of Texas
My Commission Expires 5-18-95

Charlotte S. Harris
Notary Public, State of Texas

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 23rd day of February, 19 94

me of Assignor as shown on current lease MIDLAND ENERGY INVESTORS
Please type or print

Assignor By: [signature]
or
Attorney-in-fact A. W. Rutter, Jr., Partner
(Signature)

P. O. Box 3146
(Assignor's Address)

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

Executed this 25th day of February, 19 94

Assignee JRO, INC.
By: [signature]
or President
Attorney-in-fact (Signature)
(Signature)

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

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that CNG PRODUCING COMPANY whose address is 1450 Poydras Street, New Orleans, Louisiana 70112-6000, Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
Gasconade Oil Company	1675 Broadway, Suite 2400 Denver, CO 80202	1%
The Roy H. Dubitzky Trust	6663 So. Prescott Way Littleton, CO 80120	1%
Riggs Oil & Gas Corporation	P. O. Box 711 Farmington, NM 87499	1%

BEING in all a total of an undivided 3% overriding royalty proportionately reduced to Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the land situated in Sweetwater and Sublette Counties, State of Wyoming, and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

WITNESS our hands on this 1st day of June, 1994.

CNG PRODUCING COMPANY

By: _____
James W. Carrington, Jr.
Agent and Attorney-in-Fact

247685

STATE OF LOUISIANA }
}
PARISH OF ORLEANS }

RECORDED Aug. 5, 1994 9:40 AM
IN BOOK 97 P16 PAGE 471
FEES $ 25.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

BE IT KNOWN, that on this 1st day of June, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

_____
NOTARY PUBLIC
BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

F:\HOME\E[redacted]TA\GS\ASSIGN.001

EXHIBIT A
SCHEDULE OF

PANY 011 CNG PRODUCING COMPANY
SPECT NUMBER WY0050 JONAH GULCH

SE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
[redacted]627/00	W-100887	FOSSIL ASSOCIATES	08/22/1986	08/31/1996
ACT 01	JONAH GULCH	WY SWEETWATER		
T 25 N R 106 W		40.000		
SEC 30				
SE/4NE/4				
1004667/00	W-101747	FOSSIL ASSOCIATES	09/18/1986	09/30/1996
TRACT 01	JONAH GULCH	WY SWEETWATER		
T 24 N R 106 W		155.370		
SEC 18				
LOT 2, S/2NE/4, SE/4NW/4				
1004668/00	W-101748	FOSSIL ASSOCIATES	09/18/1986	09/30/1996
TRACT 01	JONAH GULCH	WY SUBLETTE		
T 27 N R 106 W		641.020		
SEC 1				
LOTS 1, 2, 3, 4, S/2N/2, S/2				
[redacted]856/00	W-102709	FOSSIL ASSOCIATES	11/18/1986	11/30/1996
ACT 01	JONAH GULCH	WY SWEETWATER		
T 25 N R 106 W		80.000		
SEC 30				
N/2SE/4				
1004857/00	W-102710	FOSSIL ASSOCIATES	11/18/1986	11/30/1996
TRACT 01	JONAH GULCH	WY SUBLETTE		
T 27 N R 106 W		640.000		
SEC 13				
ALL				
1004956/00	W-104165	FOSSIL ASSOCIATES	05/11/1987	05/31/1997
TRACT 01	JONAH GULCH	WY SUBLETTE		
T 27 N R 106 W 6TH PM		3223.910		
SEC 2				
LOTS 1,2,3,4 (41.195 ACS EACH); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.				
[redacted] SEC 3				
LOTS 1,2,3,4 (41.195 ACS EACH); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT				

PANY 011 CNG PRODUCING COMPANY
SPECT NUMBER WY0050 JONAH GULCH

SE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
	OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			
	SEC 4			
	LOTS 1,2,3,4 (41.195 ACS EACH); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			
	SEC 5			
	LOTS 1 & 5 (41.197 ACS EA); LOTS 6 THRU 11 (41.196 ACS EA); S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			
	SEC 12			
	ALL			
473	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			
004957/00	W-104166	FOSSIL ASSOCIATES	05/11/1987	05/31/1997
TRACT 01	JONAH GULCH	WY SUBLETTE		
T 27 N R 106 W		1600.000		
SEC 21				
	N/2; N/2S/2			
SEC 22				
	N/2; N/2S/2			
SEC 23				
	N/2; N/2S/2			
SEC 24				
	NW/4			
TRACT 02		WY SUBLETTE		
T 28 N R 106 W		640.000		
SEC 25				
	ALL			

EXHIBIT A
SCHEDULE OF

ANY 011 CNG PRODUCING COMPANY
PECT NUMBER WY0050 JONAH GULCH

E NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
[redacted]9/00	W-104168	FOSSIL ASSOCIATES WY SUBLETTE 1040.000	05/11/1987	05/31/1997

TRACT 02 JONAH GULCH
T 28 N R 106 W 6TH PM
SEC 19
NE/4
SEC 20
NW/4; E/2SW/4; SE/4
SEC 28
W/2
SEC 29
NE/4

004960/00 W-104179 — FOSSIL ASSOCIATES, WY SUBLETTE, 1308.120 — 05/11/1987 — 05/31/1997

TRACT 01 JONAH GULCH
T 28 N R 107 W 6TH PM
SEC 1
S/2
SEC 2
LOTS 1 & 2 (14.06 ACS EA); S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
SEC 12
ALL

004961/00 W-104180 — FOSSIL ASSOCIATES, WY SUBLETTE, 3349.440 — 05/11/1987 — 05/31/1997

TRACT 01 JONAH GULCH
T 28 N R 107 W 6TH PM
SEC 3
LOTS 2 & 3 (14.72 ACS EA), S/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
SEC 10
ALL
SEC 11
ALL
SEC 13
ALL

[redacted]

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LEASE NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	SEC 14 E/2 SEC 23 NE/4 SEC 24 N/2; SW/4; N/2SE/4; SW/4SE/4						
L004962/00	W-104181 TRACT 01 T 28 N R 107 W SEC 26 W/2; SE/4 SEC 27 E/2 SEC 35 ALL	JONAH GULCH	FOSSIL ASSOCIATES	WY SUBLETTE	1440.000	05/11/1987	05/31/1997
L004963/00	W-104182 TRACT 01 T 29 N R 107 W SEC 34 E/2SW/4; SE/4 SEC 35 ALL	JONAH GULCH	FOSSIL ASSOCIATES	WY SUBLETTE	880.000	05/11/1987	05/31/1997
L005108/00	W-104799		FOSSIL ASSOCIATES			05/20/1987	05/31/1997

ANY 011 CNG PRODUCING COMPANY
PECT NUMBER WY0050 JONAH GULCH

E NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / EXPIRE DTE / RECORDED
RACT 01	JONAH GULCH	WY SUBLETTE	
T 28 N R 107 W		1600.000	
SEC 14			
W/2			
SEC 15			
ALL			
SEC 22			
ALL			

005109/00 W-104800 FOSSIL ASSOCIATES 06/10/1987 06/30/1997
TRACT 01 JONAH GULCH WY SUBLETTE
T 28 N R 107 W 6TH PM 1278.870
SEC 1
LOTS 3 & 4 (15.774 ACRES EACH)
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
SEC 4
LOT 2 (15.774 ACRES); SW/4; E/2SE/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
SEC 5
LOTS 1 & 2 (15.774 ACRES EACH)
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
SEC 9
ALL
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.
T 29 N R 107 W 6TH PM
SEC 34
N/2
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.

131/00 W-105474 FOSSIL ASSOCIATES 07/10/1987 07/31/1997
ACT 01 JONAH GULCH WY SWEETWATER
T 25 N R 106 W 6TH PM 159.600
SEC 7

4716

COMPANY 011 CNG PRODUCING COMPANY
PROSPECT NUMBER WY0050 JONAH GULCH

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
	LOT 3 (39.60 ACRES); E/2NW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 30 S/E4NW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			
L008132/00	W-105480	FOSSIL ASSOCIATES	07/13/1987	07/31/1997
TRACT 01	JONAH GULCH	WY SWEETWATER		
T 25 N R 107 W		360.000		
SEC 1	SE/4NE/4; SW/4NW/4			
SEC 3	NW/4SE/4			
SEC 10	NW/4SE/4			
SEC 11	N/2NE/4; W/2SW/4			
SEC 14	SW/4SE/4			
L008260/00	W-106146	FOSSIL ASSOCIATES	10/09/1987	10/31/1997
TRACT 01	JONAH GULCH	WY SWEETWATER		
T 23 N R 106 W		1264.620		
SEC 6	LOTS 1 THRU 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE			
SEC 20	ALL ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE			
L008261/00	W-106147	FOSSIL ASSOCIATES	10/09/1987	10/31/1997
TRACT 01	JONAH GULCH	WY SWEETWATER		
T 24 N R 106 W		1800.000		
SEC 22	SE/4			

477

MPANY 011 CNG PRODUCING COMPANY
ROSPECT NUMBER WY0050 JONAH GULCH

ASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	SEC 23 W/2 SEC 25 NW/4 SEC 26 NE/4, W/2 SEC 27 E/2, E/2NW/4, SW/4NW/4, SW/4 SEC 28 S/2SE/4			
L008262/00	W-106148	FOSSIL ASSOCIATES	10/09/1987	10/31/1997
TRACT 01	JONAH GULCH	WY SWEETWATER		
T 25 N R 106 W		240.000		
	SEC 7 N/2NE/4 SEC 18 NW/4SE/4 SEC 19 S/2NE/4 SEC 30 NW/4NE/4			
L008263/00	W-106153	FOSSIL ASSOCIATES	10/09/1987	10/31/1997
TRACT 01	JONAH GULCH	WY SUBLETTE		
T 27 N R 107 W		640.000		
	SEC 35 ALL			
L009766/00	W-107020	FOSSIL ASSOCIATES	12/09/1987	12/31/1997
TRACT 01	JONAH GULCH	WY SWEETWATER		
T 26 N R 105 W		2509.400		
	SEC 4 LOTS 1.2.3.4 (47.29 ACS EACH); S/2N/2; S/2 ADJUSTMENT LOT - ACREAGE BASED ON AVERAGE PER LOT PURSUANT TO LEASE: ACTUAL ACREAGE NOT AVAILABLE.			

EXHIBIT A
SCHEDULE OF

COMPANY 011 CNG PRODUCING COMPANY
PROSPECT NUMBER WY0050 JONAH GULCH

LEASE NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
L009769/00 W-107032 TRACT 01	JONAH GULCH T 26 N R 107 W SEC 14 ALL SEC 15 ALL SEC 21 ALL SEC 22 ALL	FOSSIL ASSOCIATES WY SWEETWATER 2560.000	12/09/1987	12/31/1997
L009912/00 W-108079 TRACT 01	JONAH GULCH T 28 N R 107 W SEC 6 LOTS 1, 5, 6, 7, 8, 9, NE/4SE/4, S/2SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 7 E/2 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 8 ALL ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 21 ALL	FOSSIL ASSOCIATES WY SUBLETTE 2539.740	02/29/1988	02/28/1998
L009768/00 W-107025 TRACT 01	JONAH GULCH T 28 N R 106 W SEC 20 NE/4 SEC 21 ALL	FOSSIL ASSOCIATES WY SUBLETTE 800.000	12/09/1987	12/31/1997

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NY 011 CNG PRODUCING COMPANY
ECT NUMBER WY0050 JONAH GULCH

NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
	ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 28 ALL ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE.			
10280/00 TRACT 01 T 23 N R 106 W SEC 29 N/2	WYW-101746 JONAH GULCH	FOSSIL ASSOCIATES WY SWEETWATER 320.000	10/18/1988	10/31/1998
10522/00 TRACT 01 T 25 N R 107 W SEC 1 LOT 3	W-117446 JONAH GULCH	WELLS PETROLEUM WY SWEETWATER 39.930	08/23/1989	08/31/1999
65/00 TRACT 01 T 29 N R 108 W SEC 21 ALL SEC 23 ALL SEC 24 ALL	W-118155 JONAH GULCH	ONAGER ENTERPRISES WY SUBLETTE 1920.000	11/06/1989	11/30/1999

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that CNG PRODUCING COMPANY whose address is 1450 Poydras Street, New Orleans, Louisiana 70112-6000, Assignor (whether one or more), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
Gasconade Oil Company	1675 Broadway, Suite 2400 Denver, CO 80202	1.666667%
The Roy H. Dubitzky Trust	6663 So. Prescott Way Littleton, CO 80120	1.666667%
Riggs Oil & Gas Corporation	P. O. Box 711 Farmington, NM 87499	1.666666%

BEING in all a total of an undivided 5% overriding royalty proportionately reduced to Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the land situated in Sweetwater and Sublette Counties, State of Wyoming, and more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes.

WITNESS our hands on this 1st day of June, 1994.

CNG PRODUCING COMPANY

By: _____
James W. Carrington, Jr.
Agent and Attorney-in-Fact JRC

247686

RECORDED Aug. 5, 1994 9:40 AM
IN BOOK 97 PAGE 481
FEES $ 139.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING
By Cathy Saxton

STATE OF LOUISIANA }
}
PARISH OF ORLEANS }

BE IT KNOWN, that on this 1st day of June, 1994, before me, the undersigned authority, personally came and appeared **JAMES W. CARRINGTON, JR.** appearing herein in his capacity as Agent and Attorney-in-Fact of **CNG PRODUCING COMPANY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said Agent and Attorney-in-Fact of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

NOTARY PUBLIC

BRIAN E. WROBEL
Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life.

F:\HOME\EF[redacted]DATA\GS\ASSIGN.002 [redacted] [redacted]

EXHIBIT A
SCHEDULE OF

PANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE STATE/COUNTY GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
L004181/00 TRACT 01 T 28 N R 105 W SEC 20 NE/4 SEC 31 LOTS 3, 4, E/2SW/4, SE/4 T 28 N R 106 W SEC 35 SE/4	W-95092	FOSSIL ASSOCIATES WY SWEETWATER 628.400	09/10/1985	08/31/1995
L004182/00 TRACT 01 T 12 N R 109 W SEC 18 SE/4 SEC 19 NE/4, E/2W/2 SEC 20 W/2SW/4	W-95105	FOSSIL ASSOCIATES WY SWEETWATER 560.000	08/30/1985	08/31/1995
L004252/00 TRACT 01 T 13 N R 105 W SEC 12 E/2, E/2W/2	W-96032	FOSSIL ASSOCIATES WY SWEETWATER 160.000	11/01/1985	10/31/1995
L004253/00 TRACT 01 T 20 N R 106 W SEC 2 LOTS 5, 6, 7, 8, S/2	W-96039	FOSSIL ASSOCIATES WY SWEETWATER 389.080	11/01/1985	10/31/1995
L004431/00 TRACT 01 T 24 N R 109 W SEC 18 LOTS 1 - 8 INCL.(33.447 ACS EACH). LOTS 9 - 12 INCL.(33.446 ACS EACH). ADJUSTMENT LOT - ACREAGE BASED ON AVERAGE PER LOT PURSUANT TO LEASE: ACTUAL ACREAGE NOT AVAILABLE.	W-98370	FOSSIL ASSOCIATES WY SWEETWATER 401.360	04/01/1986	03/31/1996
L004489/00 TRACT 01 T 28 N R 105 W	W-99306	FOSSIL ASSOCIATES WY SWEETWATER 2520.000	05/01/1986	04/30/1996

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	LSE DTE	EXPIRE DTE
		STATE/COUNTY	RECORDED	
		GROSS ACRES		
SEC 20 SE/4 SEC 28 N/2, N/2SW/4, SW/4SW/4, SE/4 SEC 29 E/2 SEC 31 NE/4 SEC 32 W/2, SE/4 T 28 N R 106 W SEC 10 N/2, SE/4 SEC 14 W/2				
L004490/00 W-99309 TRACT 01 T 12 N R 106 W SEC 1 E/2 SEC 6 LOTS 8,9, NW/4NE/4, S/2NE/4, E/2NW/4		FOSSIL ASSOCIATES WY SWEETWATER 600.060	05/01/1986	04/30/1996
L004491/00 W-99312 TRACT 01 T 12 N R 107 W SEC 5 ALL SEC 17 S/2S/2 SEC 18 LOTS 5,6,7,7, E/2, E/2W/2		FOSSIL ASSOCIATES WY SWEETWATER 1442.880	05/01/1986	04/30/1996
L004529/00 W-100186 TRACT 01 T 13 N R 98 W 6TH PM SEC 4 LOTS 1-4 INCL (39.56 ACS EA); S/2N/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVRBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 5 LOTS 1 & 2 (39.55 ACS EA); S/2NE/4; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVRBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT		FOSSIL ASSOCIATES WY SWEETWATER 1437.340	05/28/1986	05/31/1996

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PANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	EXPIRE DTE	RECORDED
	OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 28 ALL SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVRBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
L004530/00 TRACT 01 T 13 N R 106 W SEC 30 LOTS 1,2,3,4, (40.19 ACS EACH); E/2; E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.	W-100274	FOSSIL ASSOCIATES	WY SWEETWATER	640.760	06/12/1986	06/30/1996	
04626/00 TRACT 01 T 28 N R 105 W SEC 1 SW/4 SEC 13 W/2; SE/4 SEC 22 SW/4 SEC 24 NE/4 SEC 31 LOTS 1 & 2 (34.24 ACS EA); E/2NW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL CREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 32 NE/4	W-100880	FOSSIL ASSOCIATES	WY SUBLETTE	1268.480	07/21/1986	07/31/1996	
04628/00 TRACT 01 T 25 N R 107 W SEC 2 N/2SE/4 SEC 12 SW/4NW/4	W-100895	FOSSIL ASSOCIATES	WY SWEETWATER	200.000	08/22/1986	08/31/1996	

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
SEC 13 S/2SE/4						
L004629/00 TRACT 01 T 33 N R 108 W SEC 3 LOTS 1, 2, 3, S/2 N/2, N/2 SW/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 4 NE/4 SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 6 W/2 SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 11 W/2 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 14 LOT 1, W/2 NE/4, SE/4 NE/4, W/2 (LESS 1.57 ACRES MORE OR LESS IN RESERVOIR R/W W-014221) ACREAGE FIGURE IS AN ESTIMATE . ACTUAL ACREAGE FIGURE IS UNAVAILABLE	W-100903	FOSSIL ASSOCIATES	WY SUBLETTE	1279.830	08/22/1986	08/31/1996
L004630/00 TRACT 01 T 34 N R 109 W SEC 15 N/2, SW/4 SEC 22 E/2 E/2 SEC 27 NE/4 SE/4	W-100909	FOSSIL ASSOCIATES	WY SUBLETTE	680.000	08/22/1986	08/31/1996
L004669/00 TRACT 01 T 25 N R 107 W SEC 1 NE/4 SE/4	W-101756	FOSSIL ASSOCIATES	WY SWEETWATER	120.000	09/18/1986	09/30/1996

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PANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
[redacted]	SEC 2 S/2 SW/4			
L004670/00 TRACT 01	W-101759 T 31 N R 108 W SEC 1 LOTS 1, 2, 3, 4, SW/4	FOSSIL ASSOCIATES WY SUBLETTE 321.280	09/18/1986	09/30/1996
L004854/00 TRACT 01	W-102689 T 27 N R 104 W SEC 19 LOTS 1, 2, 4, E/2, E/2 W/2 SEC 21 NE/4, N/2 NW/4, S/2	FOSSIL ASSOCIATES WY SUBLETTE 1147.080	11/18/1986	11/30/1996
[redacted]4855/00 RACT 01	W-102690 T 27 N R 104 W SEC 6 LOT 7, SE/4 SW/4 T 28 N R 105 W SEC 34 N/2 NE/4, W/2, SE/4	FOSSIL ASSOCIATES WY SUBLETTE 635.350	11/18/1986	11/30/1996
L004858/00 TRACT 01	W-102759 T 34 N R 110 W SEC 4 S/2 NW/4 SEC 5 SE/4 NE/4 SEC 9 W/2 SW/4 SEC 17 SW/4 NE/4, S/2 NW/4 SEC 29 SE/4 NW/4, NE/4 SE/4	FOSSIL ASSOCIATES WY SUBLETTE 400.000	11/18/1986	11/30/1996
[redacted]4888/00 RACT 01	W-103459 T 17 N R 101 W SEC 14 E/2, NE/4NW/4, S/2NW/4, SW/4	FOSSIL ASSOCIATES WY SWEETWATER 600.000	01/30/1987	01/31/1997

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EXHIBIT A
SCHEDULE OF

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	SW/4					
L004952/00 TRACT 01 T 13 N R 104 W SEC 31	W-104137 LOTS 5,6,7,8 (39.725 ACS EACH); E/2; E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.	FOSSIL ASSOCIATES	WY SWEETWATER	638.900	05/11/1987	05/31/1997
L004953/00 TRACT 01 T 14 N R 104 W 6TH PM SEC 6 SEC 7 SEC 18 SEC 33	W-104138 LOTS 10 & 11 (34.414 ACS EACH); S/2NE/4; E/2SW/4; N/2SE/4; SW/4SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. LOTS 6,7,8,9,10,11,12,13 (34.413 ACS EA); E/2W/2; SW/4SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. LOTS 5,6,7,8,9,10 (34.413 ACS EA); NE/4; E/2W/2; W/2SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. E/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.	FOSSIL ASSOCIATES	WY SWEETWATER	1750.610	05/11/1987	05/31/1997
L004954/00 TRACT 01	W-104142	FOSSIL ASSOCIATES	WY SUBLETTE		05/11/1987	05/31/1997

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PANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
T 27 N R 104 W 6TH PM				2275.550		
SEC 3						
LOTS 1 THRU 4 (39.682 ACS EACH); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 4						
LOTS 1 THRU 4 (39.682 ACS EACH); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 5						
SE/4NE/4; S/2NW/4; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 6						
LOTS 1 & 2 (39.683 ACS EA); LOTS 3 THRU 6 (39.682 ACS EA); S/2NE/2; SE/4NW/4; NE/4SW/4; SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
L004955/00 TRACT 01	W-104152	FOSSIL ASSOCIATES	WY SUBLETTE	957.600	05/11/1987	05/31/1997
T 28 N R 105 W						
SEC 35						
ALL SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
T 27 N R 105 W 6TH PM						
SEC 1						
LOTS 1 THRU 4 (39.40 ACS EA); S/2N/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
L004958/00 TRACT 01	W-104167	FOSSIL ASSOCIATES	WY SUBLETTE		05/11/1987	05/31/1997

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
T 28 N R 106 W 6TH PM			2041.630		
SEC 3					
LOTS 1,2,3,4 (42.775 ACS EACH); S/2S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
SEC 4					
LOT 1 (42.775 ACS); S/2S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
SEC 5					
LOT 2 (42.775 ACS); S/2SW/4; SW/4SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
SEC 6					
LOTS 5,6,7,8,9 (42.776 ACS EACH); SE/4SW/4; S/2SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
SEC 7					
LOTS 1,2,3,4 (42.775 ACS EACH); E/2; E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
SEC 8					
NW/4NE/4; NW/4; SE/4SW/4; NE/4SE/4; S/2SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
L004964/00	W-104227	FOSSIL ASSOCIATES		05/12/1987	05/31/1997
TRACT 01		WY SUBLETTE			
T 18 N R 114 W			1255.210		
SEC 12					
ALL					

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ANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR / PROSPECT	LESSEE / STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
	SEC 14 ALL LESS 24.79 ACRES, MORE OR LESS, IN RAILROAD R/W WO294436)			
L005094/00	W-104750 TRACT 01 T 14 N R 100 W SEC 3 LOTS 1,2,3,4 (40.49 ACS EA); S/2N/2	FOSSIL ASSOCIATES WY SWEETWATER 321.960	05/19/1987	05/31/1997
L005095/00	W-104775 TRACT 01 T 27 N R 104 W SEC 8 ALL SEC 9 ALL SEC 10 ALL SEC 17 ALL	FOSSIL ASSOCIATES WY SUBLETTE 2560.000	05/20/1987	05/31/1997
L005096/00	W-104776 TRACT 01 T 27 N R 104 W 6TH PM SEC 20 ALL SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 22 W/2W/2; SE/2NW/4; NE/4SW/4; N/2SE/4; SE/4SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 23 S/2SW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.	FOSSIL ASSOCIATES WY SUBLETTE 3608.240	05/20/1987	05/31/1997

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	SEC 30 LOTS 1 THRU 4 (31.03 ACS EA); E/2; E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 31 LOTS 1 THRU 4 (31.03 ACS EA); E/2; E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 32 ALL SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 33 ALL SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
L005097/00 TRACT 01	W-104777	FOSSIL ASSOCIATES WY SUBLETTE		1529.010	06/10/1987	06/30/1997
	T 27 N R 104 W SEC 7 LOTS 1,2,3,4 (35.573 ACS EA); N/2NE/4; SW/4NE/4; E/2W/2; SE/4SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 18 LOTS 1,2,3 (35.573 ACS EA); NE/4NE/4; S/2NE/4; SE/4SW/4; SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. T 28 N R 105 W SEC 33 ALL					

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COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	LSE DTE	EXPIRE DTE
		STATE/COUNTY	RECORDED	
		GROSS ACRES		
L005098/00	W-104780	FOSSIL ASSOCIATES	06/10/1987	06/30/1997
TRACT 01		WY SUBLETTE		
T 27 N R 105 W		2560.000		
SEC 1				
S/2				
SEC 12				
ALL				
SEC 13				
ALL				
SEC 24				
W/2NE/4; W/2				
SEC 25				
NE/4NE/4; NW/4NW/4; S/2N/2; S/2				
L005099/00	W-104781	FOSSIL ASSOCIATES	06/10/1987	06/30/1997
TRACT 01		WY SUBLETTE		
T 27 N R 105 W		2554.310		
SEC 3				
LOTS 1,2,3,4, (39.289 ACS EA);				
S/2N/2; S/2				
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS				
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT				
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED				
EQUALLY BETWEEN SAME.				
SEC 4				
LOTS 1,2,3,4, (39.289 ACS EA);				
S/2N/2; S/2				
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS				
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT				
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED				
EQUALLY BETWEEN SAME.				
SEC 9				
ALL				
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS				
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT				
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED				
EQUALLY BETWEEN SAME.ABLE, ACREAGE HAS BEEN ALLOCATED				
SEC 11				
ALL				
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS				
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT				
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED				
EQUALLY BETWEEN SAME.ABLE, ACREAGE HAS BEEN ALLOCATED				
L005100/00	W-104788	FOSSIL ASSOCIATES	05/12/1987	05/31/1997
TRACT 01		WY SWEETWATER		

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
T 12 N R 107 W 6TH PM				640.800		
SEC 6						
LOTS 8,9,10,11 (40.20 ACS EACH); E/2; E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
L005101/00	W-104808	FOSSIL ASSOCIATES	WY SWEETWATER	2011.440	06/10/1987	06/30/1997
TRACT 01						
T 12 N R 109 W						
SEC 7						
LOTS 5,6,7,8,9,10 (15.065 ACS EACH); W/2NE/4; E/2W/2; SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 8						
LOTS 4,8,9,10,11 (15.065 ACS EACH); W/2NE/4; E/2W/2; SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 9						
NW/4						
SEC 16						
LOT 1 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 18						
LOTS 5 & 6 (15.065 ACRES EACH); NE/4; E/2NW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 19						
LOTS 7,8,9 & 10 (15.065 ACRES EACH) SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 20						
E/2; E/2SW/4						

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PANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.				
	SEC 21				
	LOTS 4,5 & 6 (15.065 ACRES EACH);				
	N/2SW/4				
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.				
L005102/00	W-104813	FOSSIL ASSOCIATES	WY SUBLETTE 1005.000	06/10/1987	06/30/1997
TRACT 01					
T 34 N	R 109 W				
SEC 5					
	LOTS 1,2,3,4, (41.25 ACS EA);				
	S/2N/2; S/2				
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.				
SEC 8					
	N/2N/2; SE/4NE/4				
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.				
T 34 N	R 110 W				
SEC 1					
	SE/4NE/4				
T 35 N	R 109 W				
SEC 31					
	E/2NE/4				
SEC 32					
	SW/4SW/4				
L005103/00	W-104816	FOSSIL ASSOCIATES	WY SWEETWATER 1086.000	06/10/1987	06/30/1997
TRACT 01					
T 13 N	R 110 W				
SEC 32					
	W/2NE/4; SE/4NE/4; NW/4; S/2				
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.				
SEC 33					

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
			LOT 2 (6.00 ACRES); N/2; N/2S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			
L005104/00	W-104825	FOSSIL ASSOCIATES	WY SUBLETTE	2200.099	06/12/1987	06/30/1997
TRACT 01						
T 35 N R 110 W						
SEC 10						
ALL						
SEC 11						
W/2						
SEC 14						
NE/4NE/4; W/2NE/4; NW/4; N/2SW/4; NW/4SE/4						
SEC 15						
ALL						
SEC 22						
NE/4; NW/4NW/4						
L005105/00	W-104826	FOSSIL ASSOCIATES	WY SUBLETTE	640.000	06/12/1987	06/30/1997
TRACT 01						
T 35 N R 110 W						
SEC 13						
E/2						
SEC 23						
NW/4SE/4						
SEC 24						
NE/4; W/2SE/4						
SEC 25						
NE/4NE/4						
L005106/00	W-104837	FOSSIL ASSOCIATES	WY SWEETWATER	3520.080	07/23/1987	07/31/1997
TRACT 01						
T 14 N R 112 W						
SEC 2						
LOTS 5,6,7,8 (40.02 ACRES EACH); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
SEC 10						
ALL						
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS						

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IPANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
	SEC 11 ALL					
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
	SEC 15 ALL					
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
	SEC 21 E/2					
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
	SEC 22 ALL					
	SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
L008001/00 TRACT 01 T 32 N R 113 W SEC 30	W-102781 LOTS 1,2,3,4. (40.4575 ACS EACH); E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.	FOSSIL ASSOCIATES	WY SUBLETTE	321.830	06/10/1987	06/30/1997
008002/00 TRACT 01 T 27 N R 105 W SEC 2	W-102699 LOTS 1,2,3,4. (39.5225 ACS EACH);	FOSSIL ASSOCIATES	WY SUBLETTE	1278.090	06/10/1987	06/30/1997

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COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	LSE DTE RECORDED	EXPIRE DTE
		STATE/COUNTY GROSS ACRES		
	S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 10 ALL			
L0O8128/00 TRACT 01 T 13 N R 105 W SEC 3	W-105467	FOSSIL ASSOCIATES WY SWEETWATER 309.410	07/10/1987	07/31/1997
	LOTS 6,7,8,9 (7.3525 ACRES EACH) SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 4 W/2SE/4; SE/4SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			
L0O8129/00 TRACT 01 T 27 N R 105 W 6TH PM SEC 5	W-105469	FOSSIL ASSOCIATES WY SUBLETTE 2508.680	07/10/1987	07/31/1997
	LOTS 1-4 INCLUSIVE (36.5787 ACS EA); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 6 LOTS 1-7 INCLUSIVE (36.5785 ACS EA); S/2NE/4; SE/4NW/4; E/2SW/4; SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 7 LOTS 1-4 INCLUSIVE (36.5787 ACS EA); E/2; E/2W/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.			

PANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
[redacted]						
	SEC 8 ALL SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.					
L008130/00	W-105475	FOSSIL ASSOCIATES			07/13/1987	07/31/1997
TRACT 01			WY SUBLETTE			
T 29 N R 106 W				200.000		
SEC 25 SE/4 SEC 29 NW/4SW/4						
L008255/00	W-104170	FOSSIL ASSOCIATES			07/23/1987	07/31/1997
TRACT 01			WY SWEETWATER			
T 13 N R 107 W				1278.800		
[redacted] SEC 1 LOTS 1,2,3,4 (39.70 ACS EACH); S/2N/2; S/2 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 12 ALL SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.						
L008258/00	W-106136	FOSSIL ASSOCIATES			10/09/1987	10/31/1997
TRACT 01			WY SWEETWATER			
T 12 N R 105 W				1127.940		
SEC 7 LOTS 5, 6, 7, 8, 9, 10, 11, SE/4 NW/4, E/2 SW/4, SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. [redacted] SEC 8 LOTS 1, 2, 3, 4, 5, W/2 E/2, SE/4 NW/4, SW/4 SE/4 SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE.						

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
L008259/00 TRACT 01	W-106139	FOSSIL ASSOCIATES	WY SUBLETTE	4975.070	10/09/1987	10/31/1997

T 28 N R 105 W
SEC 17
W/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

SEC 20
W/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

SEC 29
W/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

SEC 30
LOTS 1, 2, 3, 4, E/2, E/2W/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

T 28 N R 106 W
SEC 1
LOTS 1, 2, 3, 4, S/2S/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

SEC 2
LOTS 1, 2, 3, 4, S/2S/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

SEC 11
ALL

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

SEC 12
ALL

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

SEC 13
ALL

ACREAGE FIGURE IS AN ESTIMATE.

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COMPANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	EXPIRE DTE	RECORDED

ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 14
E/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 24
N/2, SE/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

L009913/00 W-108095 — FOSSIL ASSOCIATES — WY SUBLETTE — 1280.000 — 03/18/1988 — 03/31/1998
TRACT 01
T 34 N R 110 W
SEC 18
E/2W/2
SEC 19
E/2W/2
SEC 21
E/2
SEC 28
W/2
T 34 N R 111 W
SEC 24
S/2

L009950/00 W-107505 — FOSSIL ASSOCIATES — WY SUBLETTE — 80.000 — 01/30/1987 — 01/30/1997
TRACT 01
T 33 N R 110 W
SEC 8
S/2SW/4

L010279/00 WYW-107018 — FOSSIL ASSOCIATION — WY SWEETWATER — 1733.750 — 10/12/1988 — 10/31/1998
TRACT 01
T 13 N R 105 W
SEC 5
LOT 13

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 6
LOTS 2, 3, 4, 5, 7, 8, 9, 10, 11, SW/4NE/4,
SE/4NW/4, E/2SW/4, W/2SE/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	RECORDED	EXPIRE DTE

SEC 7
LOT 1, W/2E/2, SE/4NE/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 8
LOTS 2, 3, S/2NW/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 19
SE/4SW/4, SW/4SE/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 22
E/2, E/2W/2, NW/4NW/4, NW/4SW/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 30
W/2NE/4, E/2NW/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

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LO10523/00 W-117438 WELLS PETROLEUM 08/23/1989 08/31/1999
TRACT 01 WY SUBLETTE
T 28 N R 105 W 1989.250
SEC 6
LOTS 1-5, SE/4SW/4, SW/4SE/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 7
LOTS 1-4, W/2E/2, E/2W/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 18
LOTS 3, 4, E/2SW/4, SE/4

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.
SEC 19
LOTS 1-4, E/2, E/2W/2

ACREAGE FIGURE IS AN ESTIMATE.
ACTUAL ACREAGE FIGURE IS UNAVAILABLE.

EXHIBIT A
SCHEDULE OF

PANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
T 29 N R 105 W SEC 31 LOTS 3, 4, E/2SW/4, SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE.					

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COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
LO10561/00 TRACT 01	W-118147	ONAGER ENTERPRISES	WY SUBLETTE	280.000	11/06/1989	11/30/1999
T 30 N R 107 W SEC 7 NE/4, E/2SE/4 SEC 8 SW/4NE/4						
LO10566/00 TRACT 01	W-118156	ONAGER ENTERPRISES	WY SUBLETTE	2499.800	11/06/1989	11/30/1999
T 30 N R 108 W SEC 17 SW/4, N/2SE/4, SW/4SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 18 LOTS 1, 2, 3, 4, W/2NE/4, SE/4NE/4, E/2W/2, SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 20 ALL ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 21 ALL ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. T 31 N R 108 W SEC 35 W/2NE/4, E/2W/2, SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE.						
LO10567/00 TRACT 01	W-118157	ONAGER ENTERPRISES	WY SUBLETTE	2040.000	11/06/1989	11/30/1999
T 30 N R 108 W SEC 22 NW/4, W/2SW/4, SE/4SW/4, SE/4 SEC 23 N/2NE/4, SE/4NE/4, S/2 SEC 27 W/2W/2 SEC 28						

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MPANY 011 CNG PRODUCING COMPANY

NUMBER	LESSOR	LESSEE	STATE/COUNTY GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	ALL SEC 33 NE/4, N/2NW/4 SEC 34 S/2NW/4, NE/4SW/4				
LO10568/00 TRACT 01	W-118158	ONAGER ENTERPRISES WY SUBLETTE	2000.090	11/06/1989	11/30/1999
	T 31 N R 108 W SEC 7 NE/4NE/4, S/2NE/4, SE/4 SEC 8 S/2NW/4, SW/4, SW/4SE/4 SEC 17 N/2, SE/4 SEC 20 E/2 SEC 21 ALL				
10569/00 TRACT 01	W-118159	ONAGER ENTERPRISES WY SUBLETTE	2240.000	11/06/1989	11/30/1999
	T 31 N R 108 W SEC 27 W/2NE/4, W/2, SE/4 SEC 28 ALL SEC 33 E/2E/2, SW/4NE/4, NW/4SE/4 SEC 34 ALL SEC 35 W/2W/2				
LO10571/00 TRACT 01	W-118166	ONAGER ENTERPRISES WY SUBLETTE	2537.790	11/06/1989	11/30/1999
	T 31 N R 109 W SEC 5 LOTS 3, 4, S/2NW/4, SW/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 6 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, S/2NE/4, SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE.				

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	EXPIRE DTE	RECORDED
	SEC 8 ALL ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 17 ALL ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 28 E/2W/2, NW/4SW/4, SW/4SE/4 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE.						
LO10572/00 TRACT 01 T 32 N R 109 W SEC 30 LOTS 1-12, E/2 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE. SEC 31 LOTS 1-12, E/2 ACREAGE FIGURE IS AN ESTIMATE. ACTUAL ACREAGE FIGURE IS UNAVAILABLE.	W-118167	ONAGER ENTERPRISES	WY SUBLETTE	1425.120	11/06/1989	11/30/1999	

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EXHIBIT A
SCHEDULE OF

MPANY 011 CNG PRODUCING COMPANY

E NUMBER	LESSOR	LESSEE	STATE/COUNTY / GROSS ACRES	LSE DTE / RECORDED	EXPIRE DTE
L004957/00	W-104166	FOSSIL ASSOCIATES	WY SUBLETTE 640.000	05/11/1987	05/31/1997
TRACT 02 T 28 N R 106 W SEC 25 ALL					
L004959/00	W-104168	FOSSIL ASSOCIATES	WY SUBLETTE 1355.970	05/11/1987	05/31/1997
TRACT 01 T 28 N R 106 W 6TH PM SEC 17 E/2; E/2NW/4; SW/4 SEC 18 LOT 1 (35.97 ACS); NE/4NE/4; W/2NE/4; E/2NW/4; E/2SE/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 34 S/2 SEC 35 SW/4					
L005107/00	W-104782	FOSSIL ASSOCIATES	WY SUBLETTE 4960.000	06/10/1987	06/30/1997
TRACT 01 T 27 N R 105 W SEC 14 ALL SEC 15 ALL SEC 22 ALL SEC 23 ALL SEC 26 ALL SEC 27 ALL SEC 34 ALL SEC 35 N/2NE/4; SW/4NE/4; W/2; SE/4SE/4					
L009768/00	W-107025	FOSSIL ASSOCIATES	WY SUBLETTE 520.000	12/09/1987	12/31/1997
SEC 22 W/2NE/4, W/2, NE/4SE/4, S/2SE/4					

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COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE STATE/COUNTY GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
LO08195/00 TRACT 01 T 23 N R 113 W SEC 13 LOTS 1, 2, 3, 4, W/2NE/4, N/2NW/4, SE/4NW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS, WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 23 LOT 1, E/2, E/2W/2, SW/4NW/4, W/2SW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS AS RIVERBEDS, WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME.	W-103526	SHARON L. CARPENTER WY LINCOLN 1019.530	01/30/1987	01/31/1997
LO08196/00 TRACT 01 T 23 N R 113 W SEC 28 NW/4NE/4, S/2NE4, NW/4, S/2	W-93525	WALLY JOHN PICOU WY LINCOLN 600.000	01/24/1986	01/31/1996
LO08343/00 TRACT 01 T 24 N R 112 W SEC 31 N/2NE/4, E/2NW/4	W-103514	MICHAEL L. ROBINSON WY LINCOLN 160.000	01/30/1987	01/31/1997
LO10391/00 TRACT 01 T 23 N R 113 W SEC 12 SW/4SW/4	ST WY 89-00236	GLEASON LAND CO WY LINCOLN 40.000	04/02/1989	04/02/1994
LO10732/00 TRACT 01 T 23 N R 113 W SEC 33 NW/4NW/4	W-121912	WALLY JOHN PICOU WY LINCOLN 40.000	01/24/1986	01/31/1996
LO10758/00 TRACT 01 T 23 N R 112 W	W-121417	MARATHON OIL COMPANY WY LINCOLN 360.000	09/05/1990 BK 290PR PG 569	09/30/1995

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COMPANY 011 CNG PRODUCING COMPANY

LSE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	SEC 8 S/2NE/4, SE/4NW/4, E/2SW/4, SE/4					
LO10759/00 TRACT 01 T 23 N R 112 W SEC 9 W/2SW/4, SE/4SW/4 SEC 24 W/2	W-121813	MARATHON OIL COMPANY	WY LINCOLN	440.000	09/05/1990 BK 290PR #724362	09/30/1995
LO10760/00 TRACT 01 T 23 N R 113 W SEC 25 LOTS 1 - 12, W/2	W-121420	MARATHON OIL COMPANY	WY LINCOLN	681.560	09/04/1990 BK 290PR PG 397	09/30/1995
LO10765/01 TRACT 01 T 23 N R 113 W 6TH PM SEC 15 TRACT 38 - PORTION THEREOF SEE LEASE FOR FULL DESCRIPTION OF PROPERTY SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEC 16 TRACT 38 - 40 ACRES - PORTION THEREOF TRACT 39 - 40 ACRES - PORTION THEREOF SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEE LEASE FOR FULL DESCRIPTION OF PROPERTY SEC 20 TRACT 39 - 40 ACRES - PORTION THEREOF TRACT 40 - 160 ACRES - PORTION THEREOF SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEE LEASE FOR FULL DESCRIPTION OF PROPERTY SEC 21 TRACT 38 - 40 ACRES - PORTION THEREOF TRACT 39 - 40 ACRES - PORTION THEREOF SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS	WILLIAM R TALIAFERRO	THOMAS J NOONAN	WY LINCOLN	600.000	06/11/1990 BK 287PR #720135	06/11/1995

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE

RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SEC 22
TRACT 38 - PORTION THEREOF
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
T 23 N R 114 W 6TH PM
SEC 24
LOT 37 - ALSO DESCRIBED AS
NE/4SE/4; S/2SE/4; SE/4SW/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY

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LO10765/02 THOMAS S TALIAFERRO, IV ET UX THOMAS J NOONAN 06/11/1990 06/11/1995
TRACT 01 WY LINCOLN BK 287PR #720136
T 23 N R 113 W 6TH PM 600.000
SEC 15
TRACT 38 - PORTION THEREOF
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEC 16
TRACT 38 - 40 ACRES - PORTION THEREOF
TRACT 39 - 40 ACRES - PORTION THEREOF
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SEC 20
TRACT 39 - 40 ACRES - PORTION THEREOF
TRACT 40 - 160 ACRES - PORTION THEREOF
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SEC 21
TRACT 38 - 40 ACRES - PORTION THEREOF

COMPANY 011 CNG PRODUCING COMPANY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
[redacted]						

TRACT 39 - 40 ACRES - PORTION THEREOF
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SEC 22
TRACT 38 - PORTION THEREOF
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
T 23 N R 114 W 6TH PM
SEC 24
LOT 37 - ALSO DESCRIBED AS
NE/4SE/4; S/2SE/4; SE/4SW/4
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY

LO10765/03	SUSAN TALIAFERRO VAN MATRE	THOMAS J NOONAN			06/11/1990	06/11/1995
TRACT 01		WY LINCOLN			BK 287PR #720137	
T 23 N R 113 W 6TH PM			600.000			

SEC 15
TRACT 38 - PORTION THEREOF
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEC 16
TRACT 38 - 40 ACRES - PORTION THEREOF
TRACT 39 - 40 ACRES - PORTION THEREOF
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY
SEC 20
TRACT 39 - 40 ACRES - PORTION THEREOF
TRACT 40 - 160 ACRES - PORTION THEREOF
SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS
RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT
OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED
EQUALLY BETWEEN SAME.
SEE LEASE FOR FULL DESCRIPTION OF PROPERTY

LEASE NUMBER	LESSOR	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE RECORDED	EXPIRE DTE
	SEC 21 TRACT 38 - 40 ACRES - PORTION THEREOF TRACT 39 - 40 ACRES - PORTION THEREOF SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEE LEASE FOR FULL DESCRIPTION OF PROPERTY SEC 22 TRACT 38 - PORTION THEREOF SEE LEASE FOR FULL DESCRIPTION OF PROPERTY SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. T 23 N R 114 W 6TH PM SEC 24 LOT 37 - ALSO DESCRIBED AS NE/4SE/4; S/2SE/4; SE/4SW/4 SECTION CONTAINS LOTS OR IRREGULAR TRACTS SUCH AS RIVERBEDS. WHERE THE ACTUAL ACREAGE PER SECTION, LOT OR TRACT IS NOT AVAILABLE, ACREAGE HAS BEEN ALLOCATED EQUALLY BETWEEN SAME. SEE LEASE FOR FULL DESCRIPTION OF PROPERTY				
LO10767/00 TRACT 01 T 23 N R 113 W SEC 14 PARCELS A,B,C AS FURTHER DESCRIBED IN LEASE	BOARD OF COUNTY COMMISSIONERS	THOMAS J NOONAN WY LINCOLN	13.090		05/02/1990 BK 285PR PG 344	05/02/1995

EXHIBIT A
SCHEDULE OF

011 CNG PRODUCING COMPANY

NUMBER	LESSOR	PROSPECT	LESSEE	STATE/COUNTY	GROSS ACRES	LSE DTE	EXPIRE DTE	RECORDED
[redacted]								
/00	W-107020		FOSSIL ASSOCIATES	WY SWEETWATER	2509.400	12/09/1987	12/31/1997	
ACT 01								

T 26 N R 105 W

SEC 1

LOTS 1,2,3,4 (47.30 ACS EA); S/2N/2; S/2
ADJUSTMENT LOT - ACREAGE BASED ON AVERAGE PER LOT
PURSUANT TO LEASE: ACTUAL ACREAGE NOT AVAILABLE.

SEC 2

LOTS 1(47.30), 3(47.29), 4(47.29),
SE/4NE/4; S/2NW/4; W/2SW/4; NE/4SE/4; S/2SE/4
ADJUSTMENT LOT - ACREAGE BASED ON AVERAGE PER LOT
PURSUANT TO LEASE: ACTUAL ACREAGE NOT AVAILABLE.

SEC 3

LOTS 1,2,3,4 (47.29 ACS EACH); S/2N/2; S/2
ADJUSTMENT LOT - ACREAGE BASED ON AVERAGE PER LOT
PURSUANT TO LEASE: ACTUAL ACREAGE NOT AVAILABLE.

SEC 11

W/2NW/4; E/2SW/4

[redacted]

[redacted]

[redacted]

512

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE (this "Assignment"), dated effective as of June 1, 1994 at 7:00 a.m., Mountain Standard Time (the "Effective Time"), is from **Key Production Company, Inc.**, a Delaware corporation, with an address at 1700 Lincoln Street, Suite 2050, Denver, Colorado 80203 ("Assignor"), to **Apache Corporation**, with an address at 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203 ("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 called the "Properties"):

1. The oil and gas leases described on Exhibit A insofar as they cover the lands described on Exhibit A (the "Lands"), which leases are called the "Leases";

2. The rights and obligations existing under certain contracts and agreements that benefit or burden the Leases or the Lands (the "Contracts"), including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or unitization, farmout or farmin agreements, rights of way, easements, surface agreements, assignments, gas sale contracts, or gas processing contracts, but excluding gas transportation agreements; and

3. The files, records, data, and other documentary information maintained by Assignor pertaining to the Leases, the Lands and the Contracts (collectively, the "Data"). The Data shall not include any confidential internal or external correspondence or other confidential material, proprietary geophysical or seismic records and shall not include any information which, if disclosed, would cause Assignor to breach any contract or agreement.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; provided, however, that THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND except that Assignor shall warrant and defend title to the Properties against persons claiming by, through or under Assignor but not otherwise.

This Assignment is expressly made and accepted subject to those terms and conditions of the Purchase and Sale Agreement dated June 30, 1994, between Assignor and Assignee 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 Properties, 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 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 Properties against Assignor's predecessors in title to the Properties.

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 Properties 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. EXCEPT AS EXPRESSLY PROVIDED IN THIS ASSIGNMENT, THE PROPERTIES ARE SOLD AS IS, AND SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED IN FACT OR BY LAW, WHETHER OF OPERATING CONDITION, SAFETY, COMPLIANCE WITH GOVERNMENT REGULATIONS, ENVIRONMENTAL CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, CONDITION OR OTHERWISE, CONCERNING ANY OF THE PROPERTIES.

By execution and delivery hereof, Assignor and Assignee agree to be bound by the assumption and retention of obligations with respect to the Properties and the indemnities provided in Sections 11, 24 and 25 of the Purchase and Sale Agreement.

[redacted] [redacted] [redacted]

22768
RECORDED Aug 5,
IN BOOK 93-0472
FEES 11.00
19 94 10:10AM
PAGE 513
COUNTY CLERK
By Cathy Scanlon

[redacted] [redacted] [redacted]

Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the counties in which the Properties are located.

Separate assignments of the Properties 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 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 Properties conveyed by such separate assignments are the same, and not in addition to, the Properties conveyed herein.

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

EXECUTED this 19th day of July, 1994, to be effective for all purposes as of the Effective Time.

ATTEST:

Barbara L. Schaller
Barbara L. Schaller
Assistant Secretary

KEY PRODUCTION COMPANY, INC.

Stephen P. Bell
Stephen P. Bell
Vice President - Land

APACHE CORPORATION

Rodney J. Eichler
Rodney J. Eichler
Attorney-in-Fact

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this 19th day of July, 1994, by Stephen P. Bell as Vice President - Land of Key Production Company, Inc., a Delaware corporation.

Witness my hand and official seal.

Lisa M. Clark
NOTARY PUBLIC Denver, CO

My commission expires: 7-15-98

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

The foregoing instrument was acknowledged before me this 19th day of July, 1994, by Rodney J. Eichler, as Attorney-in-Fact of Apache Corporation, a Delaware corporation.

Witness my hand and official seal.

Cynthia L. Allison
NOTARY PUBLIC, Denver, Co

My Commission Expires: 7-31-94

LMB75A ENTITY 001
STATE TOTAL 820

EXHIBIT A

RUN DATE 07/12/94

LEASE NUMBER / ORIGINAL LESSOR	LSE DATE / EXP DATE	ENT. W.I. / ORIGINAL LESSEE	BOOK	PAGE	DESCRIPTION	ROYALTY INTERESTS		ACREAG
WY 2108 (2856)	11-01-66 0-00-00	25%*	000	000	TRACT 1 SUBLETTE CO, WY TWP 27N RGE 112W SEC 24: SWNW-OPER RTS SURF TO 4900'	ROYALTY INT OVERRIDE INT NET REVENUE INT	12.5% 5% 82.5%	40.00
BUREAU OF LAND MANAGEMENT		JAMES O BREENE, JR						
		12.5%*			TRACT 2 SUBLETTE CO, WY TWP 27N RGE 112W SEC 24: NWNW, W/2SW OPER RIGHTS SURF TO 4900' SEC 25: W/2-OPER RTS SURF TO 4900'			440.00
WY 15340 (3891)	10-01-68 0-00-00	12.5%*			SUBLETTE CO, WY TWP 27N RGE 112W SEC 24: E/2-OPR RTS SURF TO 4900'	ROYALTY INT OVERRIDE INT NET REVENUE INT	12.5% 3% 84.5%	320.00
BUREAU OF LAND MANAGEMENT		RUTH FOX SEARS						
				* TOTAL ACRES *	GROSS	800.00	NET	800.00

TOTAL ACRES BY YEAR OF EXPIRATION

EXPIR YEAR	NET ACRES	ENTITY NET W.I.	ENTITY NET ORRI
00	800.00	105.00	

515

LM875A ENTITY 005
STATE TOTAL 820

EXHIBIT A

RUN DATE 07/12/94

LEASE NUMBER / ORIGINAL LESSOR	LSE DATE / EXP DATE	ENT. W.I. / ORIGINAL LESSEE	BOOK	PAGE	DESCRIPTION	ROYALTY INTERESTS		ACREAG
[redacted] 104215 (23753) BUREAU OF LAND MANAGEMENT	6-01-87 5-31-97	100% RICHARD EDWARDS			SUBLETTE CO, WY TWP 29N RGE 112W SEC 14: W/2NW, S/2 SENW	ROYALTY INT NET REVENUE INT	12.5% 87.5%	440.00
WY 127858 (28645) BUREAU OF LAND MANAGEMENT	12-01-92 11-30-02	50% ANDEX PARTNERS			SUBLETTE CO, WY TWP 27N RGE 110W SEC 28: E/2	ROYALTY INT NET REVENUE INT	12.5% 87.5%	320.00
					* TOTAL ACRES *	GROSS	760.00	NET 760.00

TOTAL ACRES BY YEAR OF EXPIRATION

EXPIR YEAR	NET ACRES	ENTITY NET W.I.	ENTITY NET ORRI
97	440.00	440.00	
02	320.00	160.00	

510

LM875A ENTITY 072
ENTITY TOTAL 820

EXHIBIT A

RUN DATE 07/12/94

LEASE NUMBER / ORIGINAL LESSOR	LSE DATE / EXP DATE	ENT. W.I. / ORIGINAL LESSEE	BOOK	PAGE	DESCRIPTION	ROYALTY INTERESTS		ACREAG
WY 108905 (24216)	5-01-88 / 4-30-98	100%			SUBLETTE CO, WY TWP 29N RGE 111W SEC 19: LOTS 1-4, E/2, E/2W/2 SEC 29: W/2E/2, W/2 SEC 30: LOTS 1-4, E/2, E/2W/2 SEC 31: LOTS 1-4, E/2, E/2W/2 SEC 32: W/2NE, SENE, W/2, N/2SE, SWSE	ROYALTY INT JANE E. CHOR-00 NET REVENUE INT	12.5% 2% 85.5%	2958.34
BUREAU OF LAND MANAGEMENT		JANE E. CHORNEY						

* TOTAL ACRES * GROSS 2,958.34 NET 2,958.34

TOTAL ACRES BY YEAR OF EXPIRATION

EXPIR YEAR	NET ACRES	ENTITY NET W.I.	ENTITY NET ORR1
98	2,958.34	2,958.34	

517

LM875A ENTITY 075
STATE TOTAL 820

EXHIBIT A

LEASE NUMBER / ORIGINAL LESSOR	LSE DATE / EXP DATE	ENT. W.I. / ORIGINAL LESSEE	BOOK	PAGE	DESCRIPTION	ROYALTY INTERESTS		ACREAG
85865 (22585)	10-01-84 9-31-94	100%			SUBLETTE CO, WY TWP 27N RGE 111W SEC 35: N/2	ROYALTY INT	12.5%	320.00
REAU OF LAND MANAGEMENT		DAVID EARL FRYE				OVERRIDE INT	5%	
						NET REVENUE INT	82.5%	

* TOTAL ACRES * GROSS 320.00 NET 320.00

TOTAL ACRES BY YEAR OF EXPIRATION

EXPIR YEAR	NET ACRES	ENTITY NET W.I.	ENTITY NET ORRI
94	320.00	320.00	

519

Form 3000-3
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW 131987

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMurry Oil Company
Street P.O. Box 220
City, State, ZIP Code Casper, Wyoming 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Sublette County, Wyoming Township 30 North, Range 107 West, 6thPM Sec. 15: All Sec. 22: All Sec. 27: All containing 1920 acres 247688	100%	100%	0%	3% of 8/8ths	0%

RECORDED Aug. 5, 1994 10:30 AM
IN BOOK 97 OR6 PAGE 519
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____

☐ Assignment approved for attached land description

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

_____

STATE OF WYOMING
COUNTY OF NATRONA

On this 25th day of July, A.D. 1994, before me personally appeared John W. Martin, to me personally known, who being by me duly sworn, did say that he is the President of McMurry Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 1994.

JAMES W. CURRY • Notary Public
County of Natrona | State of Wyoming
My Commission Expires Jan. 23, 1995

(SEAL)

My Commission expires January 23, 1995.

James W. Curry
Notary Public

COUNTY OF ESCAMBIA)
) ss.

The foregoing instrument was acknowledged before me this 21st day of July, 1994 By Howell R. Spear.

Witness my hand and official seal.

LINDA F. CHRISTENSON
MY COMMISSION EXPIRES
Notary Public, State of Florida"
My Commission Expires Nov. 12, 1996
CC 241547

Linda F. Christenson
Notary Public in and for
Escambia County, Florida

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

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

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

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 21st day of July, 19 94

Name of Assignor as shown on current lease Howell R. Spear
Please type or print

Assignor Howell R. Spear
(Signature)
or
Attorney-in-fact
(Signature)

P.O. Box 30169
(Assignor's Address)

Pensacola, Florida 32503
(City) (State) (Zip Code)

Executed this 25th day of July, 1994

Assignee John W. Martin
(Signature)
or
Attorney-in-fact McMurry Oil Company
(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S. GPO: 1992-774-017/87022

521

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

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

Lease Serial No.
WYW-118148

Lease Effective Date
(Anniversary Date)
December 1, 1989

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* McMurry Oil Company
   Street P.O. Box 220
   City, State, ZIP Code Casper, WY 82602

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Sec. 20: E2NE 29: All 30: E2NE, SE 31: Lots 1-4, E2, E2W2 32: All 33: W2NW containing 2323.52 acres, m/l Sublette County, Wyoming	100%	100%	-0-	5% of 8/8ths **	-0-

** See attached rider

247689

RECORDED Aug. 5 1994 10:20 AM
IN BOOK 92046 PAGE 521
FEES 8.00
SUBLETTE COUNTY CLERK
By Cathy Saxton
COUNTY CLERK

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

Tear

PART C: GENERAL INSTRUCTIONS

Tear

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

PAPERWORK RED[redacted]T STATEMENT

1. This information is being collected pursuant to the law.

2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.

3. Response to this request is required to obtain benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE—The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

[redacted]

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION—If all requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

Tear Tear Tear

Assignor herein expressly excepts, reserves and retains an overriding royalty interest of 5% of 8/8ths of the gross proceeds received for any oil, natural gas or other products produced, saved or marketed from the above described lands under the provisions of the aforesaid lease, or any extension thereof, free and clear of any cost and expense of the development, operation and marketing thereof, including all production and post production related expenses, excepting taxes applicable to the production from said interest.

In the event Assignee shall desire to surrender all or any part of the acreage covered hereby, said Assignee shall notify Assignor by Registered or Certified Mail 45 days prior to relinquishment, and said Assignor shall have 15 days within which to elect or reject reassignment of such acreage to be relinquished. It is understood, however, that there shall be no penalty for oversight or clerical error, except liability not to exceed the amount that was paid for this assignment.

Date: 7/20/94

My Commission Expires July 3,1998

STATE OF WYOMING
COUNTY OF NATRONA

On this 25th day of July, A.D. 1994, before me personally appeared John W. Martin, to me personally known, who being by me duly sworn, did say that he is the President of McMurry Oil Company and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John W. Martin acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this 25th day of July, 1994.

(SEAL)

JAMES W. CURRY - Notary Public
County of Natrona State of Wyoming
My Commission Expires Jan. 23, 1995

Notary Public

My Commission expires January 23, 1995.

[illegible] are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of July, 1994

Name of Assignor as shown on current lease R. K. O'Connell
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact _____ (Signature)

P. O. Box 2003
(Assignor's Address)

Casper, WY 82602-2003
(City) (State) (Zip Code)

S.S. #012-14-8841

Executed this 25th day of July, 1994

Assignee _____ (Signature)
or
Attorney-in-fact McMurry Oil Company (Signature)

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

SCHED-B.ABS (9/15/93)
CKJ\DJH\PRESIDIO.ABS (5/16/94)

QUITCLAIM ASSIGNMENT AND BILL OF SALE

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

247690

RECORDED Aug. 5, 1994 10:45 AM
IN BOOK 97 Misc 1 PAGE 523
FEES 14.00
SUBLETTE COUNTY CLERK
By Cathy Sexton

MARATHON OIL COMPANY, an Ohio corporation, whose mailing address is P. O. Box 2690, 1501 Stampede Avenue, Cody, Wyoming 82414, successor in interest to TXO Production Corp. by statutory merger (the "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does, subject to the terms, provisions, covenants, reservations and exceptions contained herein, hereby sell, transfer, assign, release, remise and QUITCLAIM (without any representation, warranty, or covenant of any kind whatsoever, whether express or implied) unto Presidio Exploration, Inc., a Colorado corporation, whose mailing address is P. O. Box 6525, 5613 DTC Parkway, Suite 750, Englewood, Colorado 80125-6525 (the "Assignee"), effective as of June 24th, 1994 at 7:00 o'clock, A.M. local time (the "Effective Time"), the following assets (all of which are hereinafter collectively called the "Assets", the value for which has been calculated as of September 1, 1993 (the "Valuation Date")):

A. All of Assignor's present right, title and interest (including, but not limited to, any working interest, overriding royalty interest, and reversionary interest held as of the Effective Time), if any, in and to the oil and gas leases (hereinafter the "Leases") specifically described at Exhibit "A," attached hereto and made a part hereof, BUT INSOFAR AND ONLY INSOFAR as the Leases cover the lands (hereinafter the "Lands") and depths specifically described at Exhibit "A" hereto, with like shares of all rights and privileges incident thereto (hereinafter such right, title and interest in the Leases to be assigned hereby are referred to as the "Subject Interests"); and

B. Together with all of Assignor's present corresponding right, title and interest in and to and derived from all presently existing and effective unitization, pooling and communitization agreements, declarations and orders (including, but not limited to, all units and pooled areas formed under order, regulations, rules or other official actions of any federal, state or other governmental agency having jurisdiction) to which the Subject Interests (or any part thereof) are committed, and the properties covered and the units or pooled areas created thereby, INSOFAR AND ONLY INSOFAR as they are attributable to the Subject Interests (hereinafter the "Pooled Interests"); and

C. Together with all of Assignor's present corresponding right, title and interest in and under, or derived from, all easements, rights-of-way, licenses, surface leases, servitudes, permits, farmout and farmin agreements, operating agreements, oil, gas and liquid hydrocarbon purchase and sale agreements (excepting those between Assignor and its parent, subsidiary and affiliate corporations), and the contracts, agreements and instruments described at Exhibit "A" hereto (including any matters noted therein, but excepting any bonds or insurance held by Assignor) which directly relate to or are appurtenant to the Subject Interests and Pooled Interests, INSOFAR AND ONLY INSOFAR as they directly relate to and are directly attributable to the Subject Interests and Pooled Interests assigned hereby and are used in connection with the exploration for or production of hydrocarbons therefrom; and

D. Together with all of Assignor's present corresponding right, title and interest in and to all oil and gas wells (including any currently held contractual right to a reversionary or after payout interest in any such well), all water wells, all salt water disposal wells, injection wells, all personal property, all equipment, all structures and all fixtures (including, but not limited to, tanks, pumps, pipelines, flowlines and waterlines) as of the Effective Time located on or appurtenant to the Subject Interests or the Pooled Interests and used or obtained solely in connection with the operation thereof and with the production, treatment, sale or disposal of hydrocarbons or produced water therefrom or attributable thereto (hereinafter the "Other Property"); and

E. Together with all of Assignor's present corresponding right, title and interest in and to all oil and gas produced from or (if unitized, pooled or communitized with other leases or lands) allocable to the Subject Interests after the Valuation Date.

1. ASSIGNOR RESERVES AND EXCEPTS to itself and its successors and assigns from this Quitclaim Assignment and Bill of Sale (the "Assignment"), the following: all of its right, title and interest, if any, in and to the oil and gas leases described at Exhibit "A" hereto insofar and only insofar as they may cover lease lands or depths other than the lease lands or depths described at Exhibit "A" hereto, together with all rights and privileges provided under the terms of said oil and gas leases which are necessary and incidental to the use and enjoyment of the rights and interests, if any, herein reserved and excepted to Assignor, and a corresponding right and interest in and to the contracts, agreements, instruments and other matters described above, insofar as they benefit and are attributable to or allocable to such rights and interests, if any, retained by Assignor in the oil and gas leases described at Exhibit "A" hereto, or in other oil and gas leases, or in lands, other than the lands described at Exhibit "A" hereto. If any oil and gas leases described at Exhibit "A" hereto are federal oil and gas leases, and Assignor is assigning to Assignee its interests in the lease with a depth limitation, Assignor shall retain record title to such lease and by this Assignment it is only intended that Assignee receive operating rights in such lease.

2. ASSIGNEE, BY ACCEPTANCE OF THIS ASSIGNMENT, COVENANTS AND AGREES TO THE FOLLOWING OBLIGATIONS:

(a) Assignee, its principals and affiliates agree to take this Assignment subject to and hereby covenant and agree to assume, pay for, perform and comply with all of the duties, liabilities, and obligations (express or implied) binding upon Assignor that relate to or are attributable to the Assets, whether existing as of the Effective Time or later arising, including, but not limited to, those described or referred to in this Assignment and at Exhibit "A" hereto (including any matters noted therein), lease terms, other leasehold burdens, applicable governmental orders, statutes, regulations and ordinances, and all other valid recorded and unrecorded agreements, contracts and instruments affecting the Assets. Without limiting the generality of the foregoing, Assignee covenants and agrees, effective as of the Effective Time, to assume, perform and comply with all obligations, express or implied (if any), of Assignor to properly and timely plug and abandon all wells (including, but not limited to, any temporarily abandoned wells) now or hereafter located on or appurtenant to the Subject Interests or Pooled Interests herein assigned, and to remove all equipment and facilities and to restore the surface of the Subject Interests and Pooled Interests. Furthermore, Assignee agrees to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNOR, and its officers, directors, employees, parent, affiliate and subsidiary corporations, from and against any and all claims, demands, liabilities, losses, damages or penalties directly or indirectly relating to or arising from the obligations, liabilities and duties assumed by Assignee in this Section 2(a).

[redacted] [redacted] [redacted]

(b) Assignee agrees, effective as of the Valuation Date, to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ASSIGNOR, its parent, affiliate and subsidiary corporations, as well as its and their officers, directors, shareholders and employees, from and against any and all claims, demands, liabilities, costs, fines, civil penalties, judgments, expenses (including, without limitation, court costs and reasonable attorneys' fees), damages and losses of whatsoever kind or nature (hereinafter collectively and individually the "Claims"), that relate to or are attributable to the Assets including, without limitation by enumeration, Claims with respect to all of the following: (i) the obligations assumed by Assignee in Section 2(a), above, and the operations and activities contemplated at Section 2(a), above; (ii) damage to or loss of property, natural resources or the environment, or bodily injury to, illness of or death of any persons, no matter the cause; and (iii) any condition(s) of or upon the Assets (including, without limitation, any condition which may be considered to be a nuisance and/or which affects or threatens to affect the environment), whether or not it existed prior to the Effective Time.

(c) The parties agree that, to the extent allowed by applicable law, the indemnity provisions of this Section 2 shall apply regardless of whether the applicable indemnitee was wholly or partially, actively or passively, negligent or otherwise at fault, and regardless of the theory of negligence or liability that may be imposed (including, but not limited to, liability for cleanup costs under the federal Comprehensive Environmental Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., or similar state statute).

3. Notwithstanding anything to the contrary contained in this Assignment, Assignee acknowledges and agrees it has made an independent investigation into any production imbalances (including any underproduced or overproduced volumes), and has taken such imbalances into consideration; and Assignee agrees not to hold Assignor liable for such underproduction. Assignor, however, agrees that Assignee is hereby assigned all of its contractual rights to make up such underproduction. In the event Assignor is overproduced from any well(s) on or appurtenant to the Subject Interests or Pooled Interests, Assignee acknowledges and agrees that its share of production from any such overproduced well(s) may at some point be curtailed by underproduced working interest owner(s). The parties to this Assignment agree that Assignor shall not be liable to the Assignee in the event such curtailment occurs, and Assignee shall accept the Assets subject to any obligations created by such overproduction. Furthermore, Assignee agrees to defend, indemnify and hold Assignor harmless from and against any claims, damages, liabilities, losses or costs (including reasonable attorneys' fees or court costs) relating to such overproduction.

4. Assignee acknowledges and agrees that, prior to its acceptance of this Assignment, it has been given adequate and timely access to and has had access to the Assets, Assignor's records relating to the Assets, and public records regarding the Assets, and that Assignor has encouraged Assignee to conduct an Environmental Assessment of the Assets (including a physical inspection of the Assets) and to review Assignor's records and public records regarding the Assets. By accepting this Assignment, Assignee agrees to accept responsibility and liability for the condition of or any condition upon the Assets (including, but not limited to, any condition which adversely affects or threatens to adversely affect the environment and natural resources), and Assignee hereby releases Assignor and its parent corporation, and Assignor's and its parent corporation's officers, directors, employees and servants, from any liability with respect thereto.

5. INDEPENDENT INVESTIGATION AND DISCLAIMER OF WARRANTY: Assignee, as the operator of the Assets, has relied solely on the basis of its own independent investigation of the Assets. Accordingly, Assignee agrees and hereby acknowledges that Assignor has not made, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND THIS ASSIGNMENT IS MADE BY ASSIGNOR WITHOUT ANY REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO THE ASSETS, INCLUDING, BUT NOT LIMITED TO: (i) ANY REPRESENTATION, COVENANT OR WARRANTY OF TITLE AS TO THE ASSETS (INCLUDING, BUT NOT LIMITED TO, THE SUBJECT INTERESTS OR POOLED INTERESTS); (ii) ANY REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE ASSETS (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS); AND, (iii) ANY REPRESENTATION OR WARRANTY CONCERNING ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, THE RECOVERABILITY OF OR THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, PRESENT OR PAST PRODUCTION RATES, COMPLIANCE WITH LEASE TERMS, THE CONDITION OF ANY WELL, AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER THE EFFECTIVE TIME). Assignee covenants that Assignee has inspected the Assets and accepts the same "AS IS, WHERE IS, AND WITH ALL FAULTS." Any covenants implied by statute or law by the use of the words "transfer," "grant," "bargain," "sell," convey," "assign," or "deliver," or other similar words appearing in this instrument, are hereby expressly restrained, disclaimed, waived and negated. The parties hereto agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this Section are "conspicuous" disclaimers for the purposes of any applicable law, rule or order.

6. If any term or provision (or portion thereof) of this Assignment is held invalid, illegal or incapable of being enforced under any rule of law, all remaining conditions and provisions of this Assignment shall survive and remain in full force and effect to conform to the parties' intent.

7. Separate assignments of the Assets may be executed on official governmental (including Indian tribal) 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 terms and conditions of this Assignment as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignment(s) are the same, and not in addition to, the Assets conveyed hereunder.

8. This Assignment and the terms and obligations contained herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns, and shall constitute covenants running with the land.

9. All provisions herein are solely and exclusively for the benefit of Assignor and Assignee and their successors and assigns, and no other person shall be deemed a beneficiary or have standing to require the satisfaction of their terms.

10. This instrument has been executed by Assignor and Assignee in two duplicate originals, but they shall constitute but one assignment.

QUITCLAIM ASSIGNMENT AND BILL OF SALE
SCHED-B.ABS (9/15/93)
CKJ\DJH\PRESIDIO.ABS (5/16/94)

Executed on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Time.

"ASSIGNOR"

MARATHON OIL COMPANY

By L. M. Mueller
L. M. Mueller
Attorney-in-Fact

APPROVED AS TO FORM

THIS ASSIGNMENT AND ITS TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED BY ASSIGNEE:

"ASSIGNEE"

PRESIDIO EXPLORATION, INC.

ATTEST:

Bruce R. DeBoer
Corporate Secretary

(Corporate Seal)

By: Robert L. Smith

Name Robert L. Smith

Title President

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

(Wyoming Form)

The foregoing instrument was acknowledged before me by L. M. Mueller, who acknowledged himself to be the Attorney-in-Fact for Marathon Oil Company, a corporation, and acknowledged that he executed the same as the act of his principal for the purposes therein contained, this 25th day of May, 1994.

Witness my hand and official seal.

(Seal)

Connie A. Swartz
Notary Public

My Commission Expires:
9-6-1996

STATE OF Colorado)
) ss:
COUNTY OF Arapahoe)

(Wyoming Form)

The foregoing instrument was acknowledged before me by Robert L. Smith as President of Presidio Exploration, Inc., a Colorado corporation on behalf of such corporation, this 6th day of July, 1994.

Witness my hand and official seal.

(Seal)

Melinda V. Bruckner
Notary Public

My Commission Expires:
My Commission Expires October 25, 1994

NOTARY PUBLIC
MELINDA V. BRUCKNER
STATE OF COLORADO

BIRD CANYON Federal 40-17 Well
Federal 30-33 Well

EXHIBIT "A"
Attached to and made a part of that certain
Quitclaim Assignment and Bill of Sale
Dated Effective June 24, 1994, by and between
MARATHON OIL COMPANY ("MOC"), as Assignor, and PRESIDIO EXPLORATION, INC., as Assignee.

PART I: Oil and Gas Lease/Interest Descriptions
Subpart A - Working Interests

BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING

ALL OF MARATHON OIL COMPANY'S ("MOC") RIGHT, TITLE AND INTEREST IN AND TO THE OIL AND GAS LEASES DESCRIBED AT THIS EXHIBIT "A", ONLY INSOFAR AS THEY COVER THE FOLLOWING DESCRIBED LANDS (ALL LOCATED IN SUBLETTE COUNTY, WYOMING). WITHOUT LIMITATION BY WAY OF ENUMERATION, THE LEASES ARE SUBJECT TO (AND ASSIGNEE SHALL ASSUME MOC'S OBLIGATIONS UNDER) THE MATTERS SET FORTH AT PART II OF THIS EXHIBIT "A", WHICH MATTERS ARE NUMBERED TO CORRESPOND WITH THE NUMBERS SET FORTH IN THE FOOTNOTE COLUMN ACCOMPANYING THE LEASE DESCRIPTIONS. REFERENCE TO ANY AGREEMENT, CONTRACT, INSTRUMENT, OBLIGATION, LIEN, CHARGE, EASEMENT, ENCUMBRANCE, RESTRICTION, ORDER OR OTHER DOCUMENT ("INSTRUMENT") SHALL NEITHER BE DEEMED TO ALTER, RATIFY OR AFFECT THE STATUS, VALIDITY, OR ENFORCEABILITY OF ANY INSTRUMENT NOR SHALL IT GIVE STANDING TO OR CREATE ANY RIGHTS IN ANY OTHER PERSON OR ENTITY. ALL RECORDING DATA SET FORTH BELOW REFERS TO THE OFFICIAL RECORDS OF SUBLETTE COUNTY, WYOMING.

MOC File No. [Fed/State] Lease No.	Lessor	Lessee	Lease Dated (Effective)	Lease Lands Assigned	Instrument Recording Data (Book/Page/Date)	Leases Subject To Footnote Reference
WY-9736 [W-54137]	The United States of America	Melvin Meester	4/1/76 (4/1/76)	Insofar and only insofar as said lease covers the following described lands: Township 27 North, Range 111 West, 6th P.M. Section 17: SE/4 Section 33: NW/4SW/4 Sublette County, Wyoming		1, 2, 3, 4

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EXHIBIT "A"
PART II
(Footnotes to Part I)

Attached to and made a part of that certain
Quitclaim Assignment and Bill of Sale
Dated Effective June 24, 1994, by and between
MARATHON OIL COMPANY ("MOC"), as Assignor, and PRESIDIO EXPLORATION, INC., as Assignee.

BIRD CANYON FIELD, SUBLETTE COUNTY, WYOMING

As more specifically noted by the numbers set forth in the footnote column appearing in Part I of Exhibit "A" above, the oil and gas interests therein described are subject to the following correspondingly numbered items:

1. That certain Stipulation, Assignment and Cross Transfer dated November 15, 1988, effective May 1, 1986, recorded in Book 82, Page 577 of the official records of Sublette County, Wyoming.

2. That certain Farmout Agreement dated June 15, 1982, as amended, by and between Terra Resources, Inc. and Energetics, Inc., covering the SE/4 of Section 17, T27N-R111W, Sublette County, Wyoming.

3. That certain Farmout Agreement dated October 18, 1982, by and between Terra Resources, Inc. and Energetics, Inc., covering the NW/4SW/4 of Section 33, T27N-R111W, Sublette County, Wyoming.

4. That certain Communitization Agreement #NCR-600 dated October 1, 1982, by and between Energetics, Inc. and Terra Resources, et al, covering Lots 1, 2, N/2SW/4 (SW/4) of Section 33, T27N-R111W, Sublette County, Wyoming.

END OF EXHIBIT "A"

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Effec[redacted]-86
Form ML-2
(revised 4-89)

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

NOTE: ALL ASSIGNMENTS MUST MEET THE REQUIREMENTS ON PAGE 4 OF THIS FORM

OIL AND GAS LEASE SERIAL NUMBER 66-15523, effective October 2, 19 66, described completely as follows:

All of Section 36, Township 27 North, Range 112 West

County Sublette Total Acres 640

ASSIGNOR, Christa Hinojosa

247693 RECORDED Aug 5, 19 99 11:10AM
IN BOOK 97 MR PAGE 528
FEES 13.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Saxton

with address at 1443 Scenic Ridge, Houston, TX 77043,

being the owner of 6.25 percent divided leasehold
(undivided leasehold/divided leasehold/overriding royalty)
interest in this lease, described more particularly as:

All of Section 36, Township 27 North, Range 112 West
from the surface of the earth to the stratigraphic equivalent of the subsurface depth of 9,663 feet as found in the Westrans Petroleum State 41-36 Well

for good and valuable consideration, hereby assigns to:

(1) Basin Exploration, Inc., assignee, with address at:
370 17th St., Suite 1800, Denver, CO 80202, 6.25 percent
interest in the lease; _____ percent overriding royalty

(2) _____, assignee, with address at:
_____, _____ percent
interest in the lease; _____ percent overriding royalty

(3) _____, assignee, with address at:
_____, _____ percent
interest in the lease, _____ percent overriding royalty

(totaling 6.25 percent of full leasehold interest), insofar as it covers the following described land:

All of Section 36, Township 27 North, Range 112 West
from the surface of the earth to the stratigraphic equivalent of the subsurface depth of 9,663 feet as found in the Westrans Petroleum State 41-36 Well

containing 640 acres, more or less, and retaining NO percent interest in this lease and reserving unto assignor overriding royalty interest of: none,
subject to: _____

_____.

This assignment is subject to any overriding royalty previously reserved or conveyed. Reservations of cost-free interests must be approved by the Commissioner or the Board, and any such approval will be subject to the condition that the overriding royalty may be cancelled by the Board if it finds that it creates a burden on the lease which prevents or unreasonably interferes with development.

TO HAVE AND TO HOLD unto assignee, it successors and assigns, subject to the terms and conditions of said lease. The grants and reservations in this assignment extend to any reissue lease or substitute lease issued in lieu thereof with full effect.

IN WITHESS WHEREOF, this instrument is signed this 4th day of January, 19 94

WITNESS:

Kathleen Ulrey

Christa Hinojosa
Assignor - Lessee

Christa Hinojosa

By:
Title:

Attest:

Secretary

ACKNOWLEDGEMENT (For use by Individual)

State of Texas)
) ss.
County of Harris)

On this 4th day of January, 19 94, before me personally appeared Christa Hinojosa, to me known to be the person who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this 4th day of January, 19 94.

SANDY CHASE
MY COMMISSION EXPIRES
July 17, 1997

Sandy Chase
Notary Public

My Commission expires: 7-17-97

ACKNOWLEDGEMENT (For use by Corporation)

State of Colorado)
) ss.
City & County of Denver)

On this 12th day of January, 19 94, before me personally appeared Dan L. Schwartz, to me personally known, who, being by me duly sworn, did say that he is the Vice President Land of Basin Exploration, Inc. and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Dan L. Schwartz acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC STATE OF COLORADO

Witness my hand and seal this 12th day of January, 19 94.

Janet L Moore
Notary Public

My Commission expires: 6-28-94

Assignment approved by the Commissioner of Public Lands: JUL 25 1994

1993 JAN 18 PM 12
RTD. COMM. OF PUBLIC LANDS
& FARM LOANS

(Fee for recording this form of assignment is $20.00. If other terms are desired incorporated in the assignment, signed copies of same should be forwarded to Commissioner of Public Lands in duplicate, as one copy is retained for the office record.)

LEASE SERIAL NO. 66-15523

STATE OF WYOMING
DEPARTMENT OF PUBLIC LANDS
OIL AND GAS LEASE INTEREST ASSIGNMENT

CERTIFICATION AND AGREEMENT

Assignee certifies that assignee is of required age to hold a State lease interest and is a citizen of the United States. Assignee certifies that applicable filings with the Secretary of State for qualification to transact business in the State of Wyoming have been effected, and approved by that office.

Assignee is an ___ Individual

___ General Partnership

___ Limited Partnership

_X_ Corporation

Assignee, excepting overriding royalty interests, agrees that, upon approval of this assignment by the Commissioner of Public Lands, assignee will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including but not limited to, the obligation to pay all rentals and royalties due and accruing to said lease, to properly abandon all wells, to restore the leased land upon completion of any operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable rules and regulations of the Board of Land Commissioners.

Undivided Interest Assignment: Party designated responsible for all lease rental payments, royalty payments, and correspondence, Item 9, Page 4:

Name: _____

Address: _____

_____

Telephone: _____

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

Basin Exploration, Inc.
_____
Assignee's Signature
Dan L. Schwartz, Vice President Land
370 17th St., Suite 1800, Denver, CO 80202
Assignee's Address

_____
Date

_____
Assignee's Signature

_____
Assignee's Address

_____
Date

ATTEST:
By: _____
Secretary

Segregation Waiver: Agreed designated responsible party, including bond and royalties.

Assigned Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

Retained Portion: _____

_____

Company: _____

Address: _____

_____

Telephone: _____

Accepted By: _____

ASSIGNMENT REQUIREMENTS

NOTE: Assignments are not valid until approved by the Commissioner of Public Lands as per State Oil and Gas Lease Terms and approval is solely for administrative purposes and should not be interpreted as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1. This form must be completed and submitted for any assignment of State Oil and Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and overriding royalty interest. (Leasehold interest is considered synonymous with "working interest" and "operating interest".)

   a. Assignments of 100% leasehold interest in separate tracts, formations, or deposits in any part of the lease segregate that part from the original leasehold interest, and a separate (reissue) lease will be issued therefor with the assignee becoming the lessee responsible for all lease obligations thereon unless both assignor and assignee agree that separate obligations are created for each by the assignment and that they are responsible therefor, as evidenced by their signatures on Page 3 hereof. Such assignments do not preempt assignor's development rights in any unassigned formations, zones or deposits thereunder.

   b. Assignments of less than 100% leasehold interest undivided or divided, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease or this assignment. (All lessees are ultimately responsible for performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

2. This form may be used only for a maximum of three (3) assignees in the assignment of leasehold and overriding royalty interest for the same lease.

3. A signed original and one copy of each assignment, including "Assignee Certification and Agreement" page, must be filed with the Wyoming Commissioner of Public Lands. A $20.00 nonrefundable filing fee must accompany each assignment form. Copies should be directed to the Assignment Division, Department of Public Lands.

4. Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Commissioner. If a bond is necessary, it must be furnished before assignment approval, and in no case can drilling operations begin without the lessee of record first providing a bond.

5. If there is more than one party in interest to this assignment, then all such parties in interest must sign the "Assignee Certification and Agreement" page before assignment approval.

6. The appropriate description of the conveyed lands must be given.

7. Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil and Gas Leases do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease.

8. Lease copies pertaining to this assignment may be obtained from the assignor.

9. When there is more than one lessee of partial interest in the assigned lease, a designation on page 3 hereof naming one of them to act on behalf of the others for rental payment, royalty payment, and correspondence must be furnished prior to assignment approval.

10. Corporations and limited partnerships must be qualified with the Secretary of State's Office. General Partnership Papers are required to be filed with the Commissioner of Public Lands.

11. Assignments will not be considered for approval where assignor currently has a delinquent (late) royalty or rental payment obligation.

12. Assignments must be received by the Commissioner for approval within ninety (90) days of the date of execution.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

RELEASE OF LIEN

WHEREAS, Texas Commerce Bank National Association, as Administrative Agent, is the agent for the last holders and owners of certain promissory notes (the "Notes") made by Cactus Hydrocarbon 1992-A Limited Partnership in the aggregate principal amount of $227,821,901.56 and more fully described in the Mortgage (as defined below), the payment of which is secured by that certain Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement from Cactus Hydrocarbon 1992-A Limited Partnership to Stephen H. Field, Trustee and Texas Commerce Bank National Association, as Administrative Agent, dated as of September 30, 1992, which was supplemented by that certain Supplement and Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated May 20, 1993 and effective as of April 1, 1993, as further supplemented by that certain Second Supplement and Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement, and Financing Statement dated as of July 1, 1993, and as further supplemented by that Third Supplement and Amendment to Mortgage, Deed of Trust, Assignment of Production, Security Agreement and Financing Statement dated October 30, 1993, all of which were filed of record as set forth on Exhibit A (collectively, the "Mortgage") and which burden certain interests in the lands described in Exhibit B (which interests are more particularly described in the Mortgage); and

WHEREAS, the Notes have been paid in full and Texas Commerce Bank National Association, as agent for the last holders and owners of the Notes (the "Agent") has been requested by the last holders and owners of the Notes to release the Mortgage and the liens and security interests created thereby;

NOW, THEREFORE, Agent, for and in consideration of full and complete satisfaction of the Notes and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby release any and all rights, titles, interests and liens securing the payment of the Notes, including all rights, titles, interest and liens created by the Mortgage and affecting the lands described in Exhibit B.

WITNESS THE EXECUTION HEREOF this 29th day of July, 1994, effective as of August 1, 1994.

ATTEST:

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, ADMINISTRATIVE AGENT

By: _____
Name: PETER RODRIGUEZ
Title: BANKING OFFICER

By: _____
Name: JAMES R. McBRIDE
Title: SENIOR VICE PRESIDENT

[Corporate Seal]

247698

RECORDED Aug. 5, 1994 1:00 PM
IN BOOK 97 ON B PAGE 532
FEES 324.00 COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Soxton

NOTICE TO RECORDING AGENT:

PLEASE FILE THIS INSTRUMENT TOGETHER WITH OTHER INSTRUMENTS FURNISHED TO YOU HEREWITH IN THE FOLLOWING SEQUENCE:

INSTRUMENT 1 OF 4 INSTRUMENTS

§ 533
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by JAMES R. McBRIDE, as the SENIOR VICE PRESIDENT of Texas Commerce Bank National Association, a national banking association, on this 29th day of JULY, 1994.

Witness my hand and official seal.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 25, 1997

Cynthia D. Verdone
Notary Public in and for
the State of Texas

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RETURN TO:
VINSON & ELKINS L.L.P.
2300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
ATTENTION: YVONNE A. ONAK

[redacted] Attached to and made a part of that certain Release of Lien [redacted]

Document	Filing Entity	Recording Reference
Mortgage	County Clerk Lincoln County	Book 318 PR, Page 323 File No. 755522 October 8, 1992
	County Clerk Sublette County	Book 90 O&G, Page 547 File No. 238878 October 2, 1992
Supplement and Amendment to Mortgage	County Clerk Lincoln County	Book 330 PR, Page 55 File No. 765870 June 4, 1993
	County Clerk Sublette County	Book 92 O&G, Page 349 File No. 241743 May 28, 1993
Second Supplement and Amendment to Mortgage	County Clerk Lincoln County	Book 336 PR, Page 718 File No. 772471 October 4, 1993
	County Clerk Sublette County	Not recorded
Third Supplement and Amendment to Mortgage	County Clerk Lincoln County	Book 340 PR, Page 193 File No. 774440 November 12, 1993
	County Clerk Sublette County	Book 95 O&G, Page 262 File No. 244066 November 15, 1993

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Exhibit B
to Release of Lien

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50001-00	ENGER K CHRISMAN, ET AL T029N R113W SEC-0010	04/28/1960 E2SE4	BK	2	PG 623	WY	SUBLETTE
	T029N R113W SEC-0011	W/2SW					
50003-00	ENGER K CHRISMAN, ET AL T029N R112W SEC-0018	07/01/1964 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 138	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 209	WY	SUBLETTE
50013-01	SELMER G LARSON T027N R113W SEC-0028	08/11/1957 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
50016-00	WILLIAM J. MCGINNIS, ET UX T029N R113W SEC-0023	10/05/1946 N2SE (PART OF TR 46)	BK	2	PG 109	WY	SUBLETTE
	T029N R113W SEC-0024	N2/SW (PART OF TR 46), S2NE, S2NW (AKA TR 47)					
50019-00	USA EV-021741	09/01/1946	BK	86	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 BK 86 PG 313 N2SW		WY	SUBLETTE
50022-01	MATILDA BERTAGNOLLI, ET VIR T027N R114W SEC-0001	10/26/1956 BK 16 PG 150 LOTS 1, 2, 3, 4, S2N2		WY	SUBLETTE
50022-02	THOMAS S HARROWER, ET UX T027N R114W SEC-0001	09/06/1957 BK 18 PG 2 LOTS 1, 2, 3, 4, S2N2		WY	SUBLETTE
50027-00	USA W-04226 T030N R113W SEC-0026	01/01/1961 BK 89 PG 154 SWNW, N2SW, E2NW, S2SW		WY	SUBLETTE
50028-00	USA W-0136178 T030N R113W SEC-0021	05/01/1961 BK 84 PG 621 S2		WY	SUBLETTE
50047-00	USA EV-023313-A T026N R112W SEC-0012	02/01/1948 BK 314 PG 227 W2E2, LOTS 3, 4		WY	LINCOLN
	T026N R112W SEC-0013	NW, SW			
50048-00	USA EV-023313-B T026N R112W SEC-0012	02/01/1948 BK 286 PG 640 W2		WY	LINCOLN
	T026N R112W SEC-0013	LOT 3, W2NE, LOT 4, W2SE			
50049-00	ST WY 0-2285 T026N R112W SEC-0016	03/02/1944 BK 314 PG 49 NENE		WY	LINCOLN
50050-00	USA EV-025580 T027N R112W SEC-0027	01/01/1948 BK 89 PG 96 W2		WY	SUBLETTE
50051-00	USA EV-022929 T027N R112W SEC-0034	09/01/1947 BK 15 PG 208 NENE, NWNE, SE, S2NE, W2		WY	SUBLETTE
	T027N R112W SEC-0035	NE, N2NW, S2, S2NW			

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			
50068-00	USA W-92217				
	T028N R112W SEC-0017	12/01/1948	BK 86 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	06/20/1963	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-0006	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 - 47.60 AC), E2NE, NESE					
	T028N R113W SEC-0033	SWNW					
50133-00	USA EV-010270-B T027N R113W SEC-0021	10/16/1936 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	89	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-046780 T027N R113W SEC-0004	07/01/1947 LOTS 2, 3, SWNE	BK	89	PG 89	WY	SUBLETTE
50138-00	USA EV-022208 T028N R113W SEC-0033	06/01/1947 LOTS 1, 2, N2SW	BK	89	PG 788	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	06/16/1936 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 66	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 N2, N2SW, S2SW	BK	89	PG	125	WY	SUBLETTE
50147-00	USA W-48907 T027N R113W SEC-0005 T028N R113W SEC-0033	01/01/1940 N2SE, SWNE, LOTS 2, 3, 4, S2NW, N2SW, S2S2 SENW	BK	89	PG	76	WY	SUBLETTE
50149-00	USA W-0125385 T028N R112W SEC-0019	12/01/1948 LOTS 3, 4	BK	95	PG	599	WY	SUBLETTE
50150-00	USA W-0125387 T028N R112W SEC-0030	01/01/1950 LOT 1	BK	95	PG	605	WY	SUBLETTE
50151-00	USA W-0125388 T028N R113W SEC-0023 T028N R113W SEC-0024	06/01/1948 NENW, NWNE, LOTS 1, 2, 3, NENE LOT 3 (49 AC), LOT 4 (48.77 AC)	BK	95	PG	621	WY	SUBLETTE
50152-00	USA EV-022758 T028N R113W SEC-0014	09/01/1946 S2NW, SW, N2NW	BK	89	PG	17	WY	SUBLETTE
50153-00	USA EV-023554 T028N R113W SEC-0026	01/01/1948 SESW, S2SE, LOT 1, SENW, NESW, N2SE, NE	BK	89	PG	19	WY	SUBLETTE
50154-00	USA EV-024756 T028N R113W SEC-0023 T028N R113W SEC-0024 T028N R113W SEC-0025	06/01/1948 LOTS 5, 6, 7 LOTS 5, 6, 7, 8, TRACT 46 A&B LOTS 1, 2, 3, 4, W2E2, E2W2, SWSW, W2NW, NWSW	BK	87	PG	70	WY	SUBLETTE
50155-00	USA EV-024792 T028N R113W SEC-0034	07/01/1948 LOT 2	BK	95	PG	614	WY	SUBLETTE
50156-00	USA W-02995 T028N R113W SEC-0035	06/01/1948 LTS 1, 2, 3, 4, 5, 6, 7, W2NE, N2NW, SWNW, N2SW, NWSE	BK	89	PG	3	WY	SUBLETTE
50157-00	USA W-02995-A T028N R113W SEC-0035	06/01/1948 SENW	BK	89	PG	3	WY	SUBLETTE
50158-00	USA W-046892 T028N R113W SEC-0034	02/01/1957 E2NE, SWNE, N2SE, LOTS 3 & 4	BK	95	PG	582	WY	SUBLETTE
50159-00	USA W-05283 T028N R113W SEC-0004	02/01/1951 LOTS 5, 6, S2NE, N2SE, SESE, SWSE	BK	31	PG	229	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50160-00	USA W-08056 T028N R113W SEC-0034	09/01/1961 E2NW, NESW, NWNE	BK 32	PG 63		WY	SUBLETTE
50161-00	USA W-10675 T029N R113W SEC-0036	09/01/1960 W2SW, SESW, NESW	BK 31	PG 274		WY	SUBLETTE
50162-00	USA W-10677 T029N R113W SEC-0026	05/01/1960 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	06/01/1961 S2SW	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 0-20610 T028N R113W SEC-0036	06/16/1966 W2SW	BK 85	PG 669		WY	SUBLETTE
50166-00	USA W 06861 T028N R113W SEC-0015	07/01/1951 SENE, N2NE	BK 69	PG 40		WY	SUBLETTE
50167-00	USA W-014074 T029N R113W SEC-0036	06/01/1952 N2NW, SENW, SWNW	BK 69	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	02/01/1960 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	02/01/1960 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-0026	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-0006	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-0006	11/01/1947 LOTS 4 (17.01), 7 (7.50), 10 (25.29), 11 (42.73), 13 (23.59) AND SW&E	BK 24PR	PG 253		WY	LINCOLN
	T026N R112W SEC-0008	LOT 1 (12.16), 2 (19.72), 4 (32.67), 5 (20.41), 8 (18.10), AND W2NE LOT 7 (43.63), 11 (30.54)					
	T027N R112W SEC-0029		BK 15	PG 193		WY	SUBLETTE
		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)					
50177-00	USA EV-022931-A T026N R112W SEC-0006	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-022936 T026N R112W SEC-0006	10/01/1947 LOTS 5 AND 6	BK 43	PG 242		WY	LINCOLN
50179-00	USA EV-023228 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

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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-039183 T027N R112W SEC-0028	03/01/1956 THAT PORTION OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 2, 3, 4, 5, 6, 9, 10, 11, 12	BK 18	PG 217		WY	SUBLETTE
50183-01	KENNETH BARTLETT, GUARDIAN T027N R112W SEC-0029	10/29/1956 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 226		WY	SUBLETTE
50184-01	SELMER G LARSON, RECEIVER T026N R112W SEC-0006	06/21/1956 LOTS 8(16.37), 9(28.05), 10(41.40), SWSW	BK 18	PG 216		WY	LINCOLN
50184-02	WILLIAM J MCGINNIS T026N R112W SEC-0006	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 (39.26), 4 (11.04), 5 (16.73), 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	05/01/1951 E2 N2NW, NWNE, S2N2, NENE, N2S2, SESW, S2SE	BK 84	PG 621		WY	SUBLETTE
50188-00	USA WY-10678	10/01/1950	BK 31	PG 213		WY	SUBLETTE

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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				
50266-00	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	06/02/1963 BK 204 ALL	PG 257		WY	LINCOLN
50272-00	USA W-09156B T026N R113W SEC-0008	06/01/1948 BK 17 NE, N2SE, SESE, E2NW	PG 283		WY	LINCOLN
	T026N R113W SEC-0009	W2W2, E2NW, NESW				
50274-00	USA W-020123-A T027N R112W SEC-0004	04/01/1963 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	05/01/1964 BK 34 LOTS 1, 2, 5, 6, 7, 8, 11, 12, E2NWNE, W2NWNE	PG 636		WY	SUBLETTE
50276-00	USA W-020123 T027N R112W SEC-0008	04/01/1963 BK 21 ALL	PG 509		WY	SUBLETTE
	T027N R112W SEC-0009	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-0008	02/01/1948 BK 286 SWNE	PG 640		WY	LINCOLN
50278-00	USA EV-023313-C T026N R112W SEC-0008	02/01/1948 BK 286 SENW	PG 640		WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50279-00	USA W-024793 T026N R113W SEC-0014	02/01/1964 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	03/01/1960 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-036682 T026N R113W SEC-0002	09/01/1956 LOTS 2, 3, 5, 6, 12	BK 286	PG 52		WY	LINCOLN
	T027N R113W SEC-0035	W/2	BK 70	PG 151		WY	SUBLETTE
50288-00	USA W-036682-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-060584 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-060584-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-060585 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 86		PG 49	WY	SUBLETTE
50300-00	USA W-066369 T026N R113W SEC-0015	07/01/1958 S/2	BK 305		PG 28	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 BK 30 PG 22 LOT 4 (41.5)		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-06051-B T027N R113W SEC-0027	04/01/1958 BK 86 E2NE, E2SWNE	PG 278	WY	SUBLETTE
50304-00	ST WY 0-11136 T026N R113W SEC-0013	05/16/1961 BK 22 ALL (RES PT LOT 37)	PG 430	WY	LINCOLN
50305-00	ST WY 0-11137 T026N R113W SEC-0024	05/16/1961 BK 22 S2N2 (RES LOT 39)	PG 433	WY	LINCOLN
50306-00	ST WY 0-11141 T027N R113W SEC-0036	05/16/1961 BK 21 ALL	PG 272	WY	SUBLETTE
50307-00	ANDERSON L MCGINNIS, ET UX T027N R112W SEC-0003	12/26/1956 BK 16 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 1636' 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.	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	05/16/1961 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	12/15/1966 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 469		WY	SUBLETTE
50311-00	USA W-048781 T027N R113W SEC-0035	06/01/1958 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	11/29/1966 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 1043.36 FEET; THENCE NORTH A DISTANCE OF 835 FEET; THENCE WEST A DISTANCE OF 1043.36 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 1043.36 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 271.36 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. 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	02/26/1959 BK 32	PG 445	WY	LINCOLN
50320-01	CYRIL HOUSLEY ET UX T026N R112W SEC-0007	11/14/1956 BK 19 LOT 2, 4, NWSE, SENW, NESW	PG 398		WY	LINCOLN

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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	06/22/1959	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 2562.7' 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-023063 T027N R112W SEC-0015	01/01/1948 BK 84 PG 704 E2NE		WY	SUBLETTE
50348-00	USA EV-023063-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 286	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	66	PG 556	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	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 LOTS 3, 4, S2NW, SW	WY	SUBLETTE
	T029N R113W SEC-0002		LOTS 1, 2, 3, 4, S2NE, SENW, S2		
50432-00	USA EV-017710-B T030N R113W SEC-0026	12/31/1938	BK 54 PG 228 E2	WY	SUBLETTE
	T030N R113W SEC-0034		N2SW, SE, SESW		
50434-00	USA EV-017710-A T030N R113W SEC-0034	12/31/1938	BK 54 PG 228 SWSW	WY	SUBLETTE
50436-00	USA EV-22769 T029N R113W SEC-0003	12/31/1938	BK 88 PG 767 LOTS 1(32.83), 2(32.16), 3(31.53), 4(30.86), S/2N/2, SW, S/2SE, NWSE	WY	SUBLETTE
	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	08/13/1996 W2NW	BK 77 PG 548	WY	SUBLETTE
55787-02	ROBERT M MILLER JR ET UX T029N R113W SEC-0011	08/13/1996 W2NW	BK 77 PG 554	WY	SUBLETTE
55787-03	MATTHEW DANIEL MILLER T029N R113W SEC-0011	08/13/1996 W2NW	BK 77 PG 560	WY	SUBLETTE
55787-04	PATRICIA M ROBERTS ET VIR T029N R113W SEC-0011	08/13/1996 W2NW	BK 77 PG 552	WY	SUBLETTE
55787-05	PRISCILLA KYSAR ET VIR T029N R113W SEC-0011	08/13/1996 W2NW	BK 77 PG 546	WY	SUBLETTE
55787-06	ALBERT E SCHWABACHER ET AL T029N R113W SEC-0011	04/13/1998 W2NW	BK 81 PG 656	WY	SUBLETTE

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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	03/01/1966 LOTS 1 & 2	BK 274	PG 531	WY	LINCOLN
57806-00	USA EV-026240 T026N R113W SEC-0023	11/01/1960 NWNE	BK 305	PG 95	WY	LINCOLN
57809-00	USA W-059091 T027N R112W SEC-0009	06/01/1949 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 1, 2, & 3	BK 80	PG 130	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	03/29/1988 SESE	BK	82	PG 637	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-08	MARILYN JAMES, ET VIR T027N R113W SEC-0032	03/31/1988 SESE	BK	82	PG 639	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
58964-00	USA WYW-034923 T026N R113W SEC-0006	10/01/1950 SWSE	BK	314	PG 254	WY	LINCOLN
75007-00	USA WY-068276 T026N R113W SEC-0011	07/01/1961 SWNW	BK	50	PG 61	WY	LINCOLN
75012-00	USA EV-021976 T026N R113W SEC-0006	04/01/1948 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 @ 6280 FEET IN THE MOBIL T-51X-6 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 4756' 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
		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 @ 6280 FEET IN THE MOBIL T-51X-6 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 4756' 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.					
75013-00	USA EV-025792 T026N R113W SEC-0006	09/01/1948 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 @ 6280 FEET IN THE MOBIL T-51X-6 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 4756' & 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	BK	314	PG 218	WY	LINCOLN
		LOT 2, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE					

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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 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' & 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	08/01/1967 BK 263 PG 159 N2NW, SENW		WY	LINCOLN
75022-00	USA WYW-102101 T026N R111N SEC-0008	11/01/1966 BK 263 PG163 N2SW, SWNW, SWSW		WY	LINCOLN
	T026N R111N SEC-0022	SWNW, S2			
	T026N R111N SEC-0028	NENE			
75047-00	USA WYW-113667 T025N R114W SEC-0011	12/01/1966 BK 314 PG 241 NE, S2		WY	LINCOLN
	T025N R114W SEC-0012	LOTS 1-12, W/2			
	T025N R114W SEC-0013	LOTS 1-12, W/2			
75052-00	CARL TAYLOR, ET UX T026N R112W SEC-0006	04/22/1959 BK 34 PG 187 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		WY	LINCOLN
75053-00	W E HEATHMAN, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 185 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS		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 = .27596 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 .06667 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 .34436 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 .34436 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 .06667 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 .06667 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; .06667 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; .30665 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; .34436 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; .06667 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; .06667 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; .58066 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 28	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-124998 T025N R112W SEC-0022	10/01/1961 ALL	BK 303 PG 146	WY	LINCOLN
75148-00	USA WYW-125980 T025N R112W SEC-0024	01/01/1962 LOT 1	BK 314 PG 43	WY	LINCOLN
75158-00	USA WY-42788 T025N R112W SEC-0024	01/01/1974 W2NE, W2SE, LOTS 2, 3, 4	BK 314 PG 223	WY	LINCOLN
	T025N R112W SEC-0026	N2NW, SENW, SW, SWNW, W2NE, W2SE, LOTS 1, 2, 3, 4			
75174-00	USA EV-07675(C) T027N R113W SEC-0034	11/01/1965 E2E2	BK 88 PG 535	WY	SUBLETTE
	T026N R113W SEC-0003	LOT 1	BK 311 PG 679	WY	LINCOLN

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75175-00	USA EV-07796(C) T026N R113W SEC-0003	09/01/1964 SWSE	BK 311	PG 221		WY	LINCOLN
	T026N R113W SEC-0010	W2SW					
75176-00	USA EV-07796(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-06051(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	06/01/1958 NESE	BK 36	PG 222		WY	SUBLETTE
75180-00	USA WY-041447 T027N R113W SEC-0027	06/01/1958 SESE	BK 36	PG 227		WY	SUBLETTE
75181-00	USA WY-068274 T026N R113W SEC-0002	07/01/1961 SW	BK 50	PG 67		WY	LINCOLN
75182-00	USA WY-068275 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	06/01/1949 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-17206 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-0006	LOT 1, SENE, SW LOTS 2, 3, 4, SWNE, S2NW						
	T030N R113W SEC-0008	SENE, NESE, LOTS 1, 2, SWNE						
50032-00	USA W-02736 T031N R113W SEC-0028	12/01/1980 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	09/19/1963 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	09/18/1963 BK 5 PG 361 TRACT 46-B (ORIGINALLY SESW SEC. 2) TRACT 48 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		WY	LINCOLN
	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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LEASE NUMBER	ESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T022N R112W SEC-0021	E2SW, SE, SENW, S2NE				
50065-00	USA W-0127851 T030N R113W SEC-0013	10/01/1961 SWNE, SE	BK	PG	WY	SUBLETTE
50066-00	USA W-02274 T030N R113W SEC-0013	08/01/1950 NENW, S2NW	BK	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 NWNW	BK	PG	WY	SUBLETTE
50068-00	USA EV-024526-G T030N R112W SEC-0030	12/01/1948 NENW	BK	PG	WY	SUBLETTE
50069-00	USA W-16789 T030N R112W SEC-0019	09/01/1948 LOTS 1, 2, 3, 4	BK	PG	WY	SUBLETTE
50070-00	USA W-05504 T030N R113W SEC-0014	04/01/1951 E2NE, NESE	BK	PG	WY	SUBLETTE
50071-00	USA EV-024536-A T030N R113W SEC-0013	12/01/1948 SW4	BK	PG	WY	SUBLETTE
50075-00	USA EV-024354 T027N R112W SEC-0034	11/01/1948 ALL	BK	PG	WY	SUBLETTE
	T029N R112W SEC-0033	E2NE, SE				
50076-00	ANDERSON L MCGINNIS T028N R112W SEC-0019	06/01/1963 LOT 2, SENW	BK 86	PG 492	WY	SUBLETTE
50077-00	WILLIAM J MCGINNIS T028N R112W SEC-0017	03/12/1963 S2N2, N2SW, NWSE, SWSW	BK 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 E2, E2W2	BK	PG	WY	SUBLETTE
	T029N R112W SEC-0033	W2, W2NE				
50082-00	USA EV-024470	01/01/1950	BK	PG	WY	SUBLETTE

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			
50064-00	USA W-53496 T028N R112W SEC-0029	01/01/1955	BK PG	WY	SUBLETTE
		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			
50065-00	USA W-53496 T028N R112W SEC-0032	12/01/1955	BK PG	WY	SUBLETTE
		W2NE, NWSE, E2NW, E2NESW, SWSE, S2SW, W2NESW			
50067-00	USA W.92216 T028N R112W SEC-0006	07/01/1948	BK PG	WY	SUBLETTE
		LOTS 1-12 S2			
	T028N R112W SEC-0006	LOTS 1, 3-18, E2SW, SE			
	T028N R112W SEC-0007	LOTS 1-4, E2, E2W2			
50068-00	USA W 92219 T028N R112W SEC-0004	08/01/1950	BK PG	WY	SUBLETTE
		N2NWSW, W2 LOT 4(19.19), LOT 5(40.0), LOT 12(40.0) E2 LOT 4, S2NWSW			
50093-00	USA EV-022234 T028N R113W SEC-0020	10/01/1948	BK PG	WY	SUBLETTE
		LOT 5			
	T028N R113W SEC-0028	NE/4; E/2 NW/4; NE/4 SW/4; N/2 SE/4; SE/4 SE/4			
50097-00	USA EV-023584 T028N R113W SEC-0023	08/01/1948	BK PG	WY	SUBLETTE
		LOT 4 (27.24), W2NW			
50098-00	USA EV-024353 T028N R113W SEC-0020	11/01/1948	BK PG	WY	SUBLETTE
		LOTS 6, 7, 8, E2SW, SWSE, TRACT 43-B			
50103-00	USA W-0256492 T028N R113W SEC-0021	07/01/1948	BK PG	WY	SUBLETTE
		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 T028N R113W SEC-0015	04/01/1950	BK PG	WY	SUBLETTE
		SE, SWNE, W2			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
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 296	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	06/01/1946 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 T028N R113W SEC-0009	03/01/1955 E/2	BK		PG	WY	LINCOLN
50146-00	USA W-0256461 T028N R113W SEC-0033	01/01/1940 NENW	BK		PG	WY	SUBLETTE
50191-00	USA EV-024966-A T030N R113W SEC-0023	06/01/1949 NWNW	BK		PG	WY	SUBLETTE
50196-00	USA W-0125390 T029N R112W SEC-0030	06/01/1956 LOTS 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-0125381 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	06/01/1960 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	03/02/1951 NENE	BK		PG	WY	SUBLETTE
	T030N R113W SEC-0036	ALL					
50206-00	USA W 21125 T030N R113W SEC-0009	05/01/1951 W2	BK	84	PG 621	WY	SUBLETTE
	T030N R113W SEC-0015	SWSW					
	T030N R113W SEC-0021	N2					
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	02/01/1958 E2SE, NE, NW, W2SE	BK		PG	WY	SUBLETTE
	T030N R113W SEC-0017	E2NE, NESE, S2SE, W2NE, NWSE					
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-056556 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-066073 T030N R112W SEC-0027 T030N R112W SEC-0028 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-36667 T029N R112W SEC-0017	11/01/1956 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	08/16/1966 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	02/01/1960 SWNW, S2, S2NE	BK		PG		WY	SUBLETTE
	T029N R112W SEC-0023	NE, NWSE, E2SE, NW, N2SW						
	T029N R112W SEC-0026	NENE						
50261-01	FIRST NATL 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	03/07/1961 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	66	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	206	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE		RECORDING		ST	COUNTY
50332-00	USA W-05690 T027N R114W SEC-0018	07/01/1961 SWNW	BK		PG	WY	SUBLETTE
50333-00	USA W-020778 T028N R114W SEC-0035	06/01/1963 E2, NW4	BK		PG	WY	SUBLETTE
50335-00	USA W-05691 T027N R114W SEC-0006	06/01/1961 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-64966 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-0026	02/01/1980 NW4NW4	BK	31	PG 208	WY	SUBLETTE
50357-00	USA W-0231771 T029N R113W SEC-0026	10/01/1980 W2SW4	BK	31	PG 213	WY	SUBLETTE
50358-00	USA W-0231772 T028N R113W SEC-0002	06/01/1962 SWNW, NWSW	BK	66	PG 549	WY	SUBLETTE
	T028N R113W SEC-0003	NWSE, S2NE, NESE, LOTS 5 & 6					
50359-00	USA W-024931-A T029N R113W SEC-0026	10/01/1949 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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T029N R113W SEC-0023	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-0026	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-62801 T031N R113W SEC-0007	07/01/1978 LOTS 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 784	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 T028N R112W SEC-0022	02/01/1959 NW, N2SW, S2SW	BK		PG	WY	SUBLETTE
50428-00	BETTE M THOMPSON T029N R113W SEC-0004	07/06/1976 W2SW, SESW	BK	53	PG 154	WY	SUBLETTE
	T029N R113W SEC-0006	E2SE					
	T029N R113W SEC-0007	NESE, E2NE					

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	06/01/1961 BK 2 NWNW, E2, E2NW, NESW		PG 506	WY	SUBLETTE
	T032N R114W SEC-0020	NE, N2SE				
50507-00	USA W-67176 T026N R111W SEC-0006	08/01/1979 BK 223 SENW, SWNE, W2SE, LOTS 3, 4, 5, 6, 7		PG 400	WY	LINCOLN
	T026N R111W SEC-0007	W2E2				
57047-00	USA W-01763 T029N R113W SEC-0002	09/01/1950 BK SWNW		PG	WY	SUBLETTE
	T029N R113W SEC-0003	NESE				
57132-00	MONTE NORRIS T031N R113W SEC-0019	03/12/1986 BK 74 E2SW, S2SE, LOTS 2, 4,		PG 286	WY	SUBLETTE
	T031N R113W SEC-0030	NENW, N2NE				
	T031N R114W SEC-0023	SENE				
	T031N R114W SEC-0024	NW, N2SE, SESE, S2NE				
58006-00	USA WYW-116386 T031N R113W SEC-0019	07/01/1978 BK LOTS 1,3, N/2NE, E/2NW		PG	WY	SUBLETTE
	T031N R113W SEC-0030	LOTS 1, 2, 3, 4, E/2W				
58343-00	USA W-34033 T027N R111W SEC-0029	05/01/1972 BK 57 NENE		PG 280	WY	SUBLETTE
58344-00	USA W-35366 T027N R111W SEC-0008	07/01/1972 BK 63 SWSE		PG 605	WY	SUBLETTE
	T027N R111W SEC-0017	NE				
58345-00	USA W-35369 T027N R111W SEC-0015	07/01/1972 BK 64 N2		PG 633	WY	SUBLETTE
58346-00	USA W-36422 T027N R111W SEC-0022	10/01/1972 BK 57 N2		PG 359	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T027N R111W SEC-0023	ALL					
	T027N R111W SEC-0025	SE, W2					
	T027N R111W SEC-0026	ALL					
58347-00	USA W-51347 T027N R111W SEC-0005	08/01/1975 NW, SW	BK 61		PG 447	WY	SUBLETTE
	T027N R111W SEC-0006	SE, S2NE					
	T027N R111W SEC-0007	NE					
	T027N R111W SEC-0008	:JW, N2SW					
58348-00	USA W-54136 T027N R111W SEC-0014	04/01/1976 ALL	BK 64		PG 638	WY	SUBLETTE
	T027N R111W SEC-0015	S2					
58349-00	USA W-54137 T027N R111W SEC-0017	04/01/1976 SE	BK 64		PG 155	WY	SUBLETTE
	T027N R111W SEC-0020	NE					
58350-00	USA W-58724 T027N R111W SEC-0019	05/01/1977 LOTS 1-4, E2W2, W2SE, SWNE	BK 54		PG 470	WY	SUBLETTE
	T027N R111W SEC-0030	LOTS 1-3, E2W2, E2					
58351-00	USA W-59776 T027N R111W SEC-0020	09/01/1977 NESW	BK 54		PG 278	WY	SUBLETTE
58352-00	USA W-62117 T027N R111W SEC-0028	02/01/1978 NW, N2SW, SESW	BK 60		PG 198	WY	SUBLETTE
58353-00	USA W-62508 T027N R111W SEC-0029	11/01/1978 SE, SENE, W2, W2NE	BK 57		PG 187	WY	SUBLETTE
58354-00	USA W-62875 T027N R111W SEC-0030	04/01/1978 LOT 4	BK 66		PG 533	WY	SUBLETTE
58355-00	USA W-63490 T027N R111W SEC-0032	06/01/1978 NW, N2SW, LOT 2	BK 66		PG 168	WY	SUBLETTE
58356-00	USA W-63821 T027N R111W SEC-0032	07/01/1978 LOTS 3 AND 4, N2SE, NE	BK 57		PG 196	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
58357-00	USA W-67906 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-0006	07/01/1979 S2SW	BK	59	PG	WY	SUBLETTE
	T027N R111W SEC-0017	W2					
	T027N R111W SEC-0020	NW, NWSW, SE, S2SW					
58360-00	USA W-68464 T027N R111W SEC-0028	08/01/1979 SWSW	BK	71	PG 306	WY	SUBLETTE
58960-00	USA WYW-034924 T027N R114W SEC-0029	04/01/1961 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	10/01/1960 NENE	BK	86	PG 232	WY	SUBLETTE
	T027N R114W SEC-0023	NW, NWNE					
58963-00	STATE OF WYOMING #0-20478 T028N R114W SEC-0036	01/16/1956 N2, N2S2, S2SW	BK	150	PG 286	WY	SUBLETTE
59023-00	USA EV-028063 T029N R113W SEC-0036	10/01/1949 NE	BK	66	PG 263	WY	SUBLETTE
59041-00	STATE OF WYOMING #0-11193 T029N R113W SEC-0036	05/16/1951 ALL	BK	3	PG 360	WY	SUBLETTE
75114-00	USA WY-0311562 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,					

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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 BK LOT 4	PG	WY	SUBLETTE
	T028N R115W SEC-0012	NW			
75117-00	USA WY-42791 T028N R114W SEC-0005	01/01/1974 BK LOTS, 7, 8, 12	PG	WY	SUBLETTE
	T028N R114W SEC-0021	NESW, N2NW, SENW			
75118-00	USA WY-51103 T028N R114W SEC-0017	11/01/1965 BK LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 12, 13, 14, 15, 16, 17, 18, 19, AND 20	PG	WY	SUBLETTE
75119-00	USA WY-320213 T028N R114W SEC-0020	11/01/1965 BK LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19, AND 20	PG	WY	SUBLETTE
75120-00	USA WY-52811 T028N R114W SEC-0022	12/01/1975 BK NW	PG	WY	SUBLETTE
75123-00	USA WY-38076 T028N R114W SEC-0009	02/01/1973 BK W2SE, E2SE, N2SW	PG	WY	SUBLETTE
	T028N R114W SEC-0010	SW			
75124-00	USA WY-9578 T028N R114W SEC-0003	12/01/1967 BK LOTS 7 THRU 10 LOTS 15 THRU 18	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			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50006-00	USA W-125389 T029N R112W SEC-0019	09/01/1960 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-022756 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	12/31/1936 SENE, E2SE S2N2, S2	BK	88	PG 775	WY	SUBLETTE
50016-00	USA W-065567 (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
50028-00	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
50056-00	USA EV-025548 T027N R112W SEC-0026 T027N R112W SEC-0027	01/01/1948 ALL E2	BK		PG	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
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-0319583 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-024526 T028N R112W SEC-0026 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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T028N R112W SEC-0021	ALL					
50079-00	USA EV-024735 T028N R112W SEC-0006	01/01/1948 W2 LOT 2, E2 LOT 2	BK		PG	WY	SUBLETTE
50080-00	USA EV-026175 T028N R112W SEC-0004	06/01/1950 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
50096-00	USA EV-022281 T028N R113W SEC-0027	07/01/1948 LOTS 1, 4, 5, 7, 8	BK	32	PG 690	WY	SUBLETTE
50098-00	USA EV-022285 T028N R113W SEC-0009	10/01/1948 ALL	BK		PG	WY	SUBLETTE
50098-00	USA EV-023969 T028N R113W SEC-0008	07/01/1948 W2W2	BK	32	PG 37	WY	SUBLETTE
	T028N R113W SEC-0027	LOTS 2, 3					
	T028N R113W SEC-0029	W2NW					
50100-00	USA EV-025535 T028N R113W SEC-0010	08/01/1948 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
50103-00	USA CH-062277 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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50110-00	WILLIAM J MCGINNIS ET AL T028N R113W SEC-0017	07/30/1947 BK 2 TRACT 38, (AKA NESW) TRACT 40, (AKA SWSE)	PG 182		WY	SUBLETTE
50114-00	ST WY #0-2843 T028N R113W SEC-0016	09/16/1944 BK 36 ALL (RESURVEY TRACT 37)	PG 155		WY	SUBLETTE
50115-00	USA W-04732 T028N R113W SEC-0004	02/01/1951 BK LOTS 7, 8, S2NW, SW	PG		WY	SUBLETTE
50116-00	USA W-026038-A T029N R113W SEC-0021	02/01/1950 BK 31 E2	PG 206		WY	SUBLETTE
	T029N R113W SEC-0027	NWNW				
	T029N R113W SEC-0028	N2NE				
50117-00	USA W-0196878 T029N R114W SEC-0025	02/01/1962 BK E2NE	PG		WY	SUBLETTE
50119-00	USA W-04731 T028N R113W SEC-0005	02/01/1951 BK LOTS 5, 6, 7, 8, S2NE, SE, SENW	PG		WY	SUBLETTE
50120-00	ANDERSON L MCGINNIS ET UX T028N R113W SEC-0027	07/30/1947 BK 2 PT OF TRACT 40 (W2NW, SENW)	PG 156		WY	SUBLETTE
	T028N R113W SEC-0028	PT OF TRACT 40 (NENE)				
50121-00	MARY J. HADDENHAM, T028N R113W SEC-0017	07/30/1947 BK W2SW, SESW (RESURVEYED	PG AND DESCRIBED	WY AS TRACT 39)	WY	SUBLETTE
50122-00	MARY J (S) HADDENHAM T028N R113W SEC-0017	07/30/1947 BK 2 W2SW, SESW (RESURVEYED	PG 153 AND DESCRIBED	WY AS TRACT 39)	WY	SUBLETTE
50123-00	USA EV-025771 T028N R113W SEC-0022	01/01/1948 BK 32 LOT 2	PG 55		WY	SUBLETTE
	T028N R113W SEC-0026	LOT 2, SWNW, W2SW				
50126-00	USA W-48906 T028N R113W SEC-0016	10/01/1948 BK LOTS 1 THRU 7	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50127-00	USA W-48906 T028N R113W SEC-0020	11/01/1946 NWSW	BK	PG	WY	SUBLETTE
50129-00	USA W-70864 T028N R113W SEC-0028	10/17/1960 SENE-60 FT R-O-W	BK	PG	WY	SUBLETTE
50148-00	USA EV-09681-B T027N R113W SEC-0017	04/23/1936 W2NW	BK	PG	WY	SUBLETTE
50189-00	USA W-0136175 T030N R113W SEC-0026 T030N R113W SEC-0027	12/31/1936 SW E2NE, W2NE	BK	PG	WY	SUBLETTE
50190-00	USA W-0136177 T030N R113W SEC-0022	04/01/1951 SE	BK 47	PG 103	WY	SUBLETTE
50192-00	USA W-27845 T030N R113W SEC-0010 T030N R113W SEC-0014 T030N R113W SEC-0022	04/01/1951 W2SE, SW, NWNW, E2SE, NE, NENW, S2NW S2SW, SWSE, N2SW, NWSE, SESE, W2NE, NW NE, E2NW	BK 47	PG 103	WY	SUBLETTE
50193-00	USA W-27844 T030N R113W SEC-0011 T030N R113W SEC-0024	06/01/1950 NE, SE W2NW, NWSW, S2SW	BK	PG	WY	SUBLETTE
50194-00	USA EV-024986 T030N R113W SEC-0023	06/01/1948 E2NE, E2NW, E2SE, SW, SWNW, W2NE, W2SE	BK	PG	WY	SUBLETTE
50203-00	USA W 0231789 T029N R112W SEC-0032	06/01/1950 W2NW4	BK	PG	WY	SUBLETTE
50204-00	USA EVANSTON 024241 T028N R113W SEC-0001 T028N R113W SEC-0012 T028N R113W SEC-0013	05/01/1948 LOTS 5, 6, 9, 10, 11, SWNE, W2SE LOTS 1-4, W2E2, W2 LOTS 1-3, W2E2, NW	BK 18	PG 92	WY	SUBLETTE
50206-00	USA W-04628 T030N R113W SEC-0008 T030N R113W SEC-0017	02/01/1951 E2SE, NE, NW, W2SE E2NE, NESE, NWSE, S2SE, W2NE	BK	PG	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
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-0036	ALL			
50226-00	USA W-04101 T030N R112W SEC-0020	03/01/1961 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 (23.67 ACS)			
	T028N R112W SEC-0035	LOT 4(41.92 ACS); W/2 NW; NWSE LOT 8 (36.13 ACS)			
50263-00	USA W-77963 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

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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 36 THEN E 610',THEN S 148', THEN E ON SEC LINE BTWN 36&7 FOR 433', THEN N 635',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 6, LOT 1 OF BLOCK 1 OF SECOND ADDITION TO TOWN OF LABARGE		WY	LINCOLN
50317-00	LINCOLN COUNTY #1 T000N R000W SEC-0000	05/06/1957 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, 36 - BK E, L15, 16, 19 & 20.		WY	LINCOLN
50328-00	LINCOLN COUNTY, WYOMING T000N R000W SEC-0000	05/06/1957 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	05/06/1957 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-0036	SW			

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
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	06/01/1963 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-0006	E2				
	T027N R111W SEC-0008	NE, N2SE, SESE				
	T027N R111W SEC-0009	E2, W2				
50421-00	USA W-20036 T028N R114W SEC-0026	03/01/1969 E/2NE4, NW/NE, NW/SE	BK	PG	WY	SUBLETTE
50423-00	USA W-054596 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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T029N R113W SEC-0008	NE			
	T029N R113W SEC-0010	N2NW, SENW			
50437-00	USA W-19959 T032N R114W SEC-0006	09/01/1969 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-0320644 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-65984 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-112566 T029N R112W SEC-0009	06/01/1988 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 758	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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T026N R113W SEC-0033	SWNW, S/2				
57544-00	USA W-113654 T025N R113W SEC-0017	12/01/1968 ALL	BK 267PR	PG 383	WY	LINCOLN
	T026N R113W SEC-0020	ALL				
	T025N R113W SEC-0021	ALL				
57545-00	USA W-113651 T025N R113W SEC-0004	12/01/1968 NENE	BK 267	PG 391	WY	LINCOLN
	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 T028N R112W SEC-0032	12/01/1968 NWSW	BK 82	PG 153	WY	SUBLETTE
57547-00	USA WYW-113645 T029N R112W SEC-0017	12/01/1968 NENW, SWNW, W/2SW	BK 82	PG 165	WY	SUBLETTE
	T029N R112W SEC-0020	NENW				
	T029N R112W SEC-0028	W/2NE, SENE, W/2, SE				
	T029N R112W SEC-0030	NENE				
57548-00	USA W-113661 T029N R113W SEC-0001	12/01/1968 LOT, 2, SWNE	BK 82	PG 280	WY	SUBLETTE
	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 T027N R112W SEC-0002	02/01/1969 THAT PORTION OF GREEN RIVER RIPARIAN TO LOT 5, BEING MORE PARTICULARY DESCRIBED ON LEASE	BK 82	PG 446	WY	SUBLETTE
57824-00	USA WYW-115956 T028N R112W SEC-0010	06/01/1969 S/2NE, SE	BK 83	PG 364	WY	SUBLETTE
	T028N R112W SEC-0011	SWNW, NWSW				

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
57825-00	USA WYW115961 T030N R113W SEC-0007	06/01/1969 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	06/01/1969 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	04/21/1969 BK 275PR PG 142 WY LINCOLN S/2SE, SESW, LESS HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF THE REGISTER OF DEEDS, LINCOLN COUNTY, WY					
57952-02	DIAMOND H RANCH, INC T026N R112W SEC-0019	02/28/1969 BK 273PR PG 488 WY LINCOLN 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					
57952-03	WILLIAM B SPENCER ET UX T026N R112W SEC-0019	04/21/1969 BK 275PR PG 140 WY LINCOLN 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					
57952-04	MARY H LAMBERT ET AL T026N R112W SEC-0019	04/21/1969 BK 275PR PG 144 WY LINCOLN 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					
57952-05	ISABEL H SPENCER TRUST T026N R112W SEC-0019	04/21/1969 BK 275PR PG 148 WY LINCOLN 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					
57952-06	WILLIAM B SPENCER TRST T026N R112W SEC-0019	04/21/1969 BK 275PR PG 146 WY LINCOLN 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					
57952-07	JEAN S STEPHENS T026N R112W SEC-0019	04/21/1969 BK 275PR PG 150 WY LINCOLN 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					
57952-08	GLENISLA HUNTER ET AL T026N R112W SEC-0019	04/21/1969 BK 275PR PG 152 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
		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	04/21/1969 BK 276PR 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	05/30/1969 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	06/22/1969 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	11/01/1969 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	11/01/1969 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	11/01/1969 BK 85 PG 419 SW		WY	SUBLETTE
	T028N R111W SEC-0022	ALL			
	T028N R111W SEC-0027	ALL			
58193-00	STATE OF WY-8000650 T031N R114W SEC-0016	10/02/1969 BK 84 PG 614 W/2		WY	SUBLETTE
58419-00	STATE OF WYOMING #69-00780	12/02/1969 BK 85 PG 399		WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
	T030N R112W SEC-0016	ALL						
58420-00	STATE OF WYOMING #69-00781 T030N R112W SEC-0028	12/02/1969 S/2NE	BK	85	PG	39	WY	SUBLETTE
58421-00	STATE OF WYOMING #69-00782 T030N R112W SEC-0032	12/02/1969 NESE, SWSE	BK	85	PG	393	WY	SUBLETTE
58423-00	USA WY-95121 T030N R112W SEC-0007	11/01/1965 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	86	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	11/10/1969 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-108177 T030N R112W SEC-0016	11/01/1967 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	12/11/1969 E/2SE	BK	86	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	12/11/1969 E/2SE	BK	86	PG	87	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	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 T026N 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-112580 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					
59196-00	USA WYW-121428 T031N R114W SEC-0012	10/01/1990 E2	BK 86	PG 718		WY	SUBLETTE
75002-00	USA WY-107068 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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
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-0006	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-0006	NENW, LOT 1			
75025-02	DORISE E HOUSLEY T025N R112W SEC-0006	10/24/1990 BK 291PR LOTS 9(21.50), 13(43.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 456	WY	LINCOLN
	T025N R112W SEC-0006	NENW, LOT 1			
75025-03	DENESE STACY T025N R112W SEC-0006	10/24/1990 BK 291PR LOTS 9(21.50), 1343.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13	PG 396	WY	LINCOLN
	T025N R112W SEC-0006	NENW, LOT 1			
75025-04	ALVIN MARX, ET UX T025N R112W SEC-0006	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-0006	NENW, LOT 1			
75025-05	ERWIN MARX, ET UX T025N R112W SEC-0006	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-0006	NENW, LOT 1			
75025-06	DOROTHY J MC GINNIS, ET VIR T025N R112W SEC-0006	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-0006	NENW, LOT 1			
75025-07	ELDON E MARX, ET UX T025N R112W SEC-0006	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-0006	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(25.68), 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) T026N R111W SEC-0005	12/28/1968	BK PG SESW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG SWSE, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG	WY	LINCOLN
	T026N R111W SEC-0008		NENW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG		
75035-01	BRUCE E JONES, ET UX T025N R112W SEC-0000	06/09/1990	BK 288PR PG 86 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 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'	WY	LINCOLN
	T025N R112W SEC-0006		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(29.78), 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 T025N R112W SEC-0000	06/09/1990	BK 288PR PG 89 A PARCEL OF LAND CONSISTING OF THOSE PORTIONS OF	WY	LINCOLN

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(37.36), 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 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		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-0006	02/01/1983 BK	PG	WY	SUBLETTE
	T030N R113W SEC-0007	NE			

DENPATH

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
75045-00	ARDATH E HARMISON T025N R112W SEC-0008	11/08/1990	BK 292	PG 594	WY	LINCOLN
		LOTS 4, 5, AND 8				
	T025N R112W SEC-0017	LOT 1 AND NWNE				
75046-00	USA WYW-113668 T025N R114W SEC-0001	12/01/1968	BK	PG	WY	LINCOLN
		LOTS 1-6, 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 T027N R112W SEC-0003	10/01/1991	BK 87	PG 720	WY	SUBLETTE
		LOTS 1, 6, 7, 10, 11				
75115-00	USA W-29615 T028N R114W SEC-0005	12/01/1970	BK	PG	WY	SUBLETTE
		SWSE E - RECORD TITLE				
75121-00	USA WY-43217 T028N R114W SEC-0008	02/01/1974	BK	PG	WY	SUBLETTE
		LOT 1				
75122-00	USA WY-6317 T028N R114W SEC-0005	07/01/1967	BK	PG	WY	SUBLETTE
		LOT 11				
75127-00	USA WY-320214 T029N R114W SEC-0034	11/01/1965	BK	PG	WY	SUBLETTE
		N2, N2S2, LOTS 1-4				
	T029N R114W SEC-0035	N2, N2S2, LOTS 1-4				
75171-00	STATE OF WYOMING 88-00105 T026N R113W SEC-0022	02/02/1988	BK	PG	WY	LINCOLN
		S2SW				
75173-00	USA WYW-128688 T024N R114W SEC-0007	05/01/1992	BK	PG	WY	LINCOLN
		NE				
	T024N R114W SEC-0008	NW				
	T024N R114W SEC-0021	SW				

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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
50186-00	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	10/01/1960 E2	BK		PG	WY	LINCOLN
	T026N R113W SEC-0020	N2					
	T026N R113W SEC-0021	N2					
57542-00	USA WYW-113640 T027N R111W SEC-0012	12/01/1966 N/2, E/2SW, SE	BK	82	PG 180	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	11/01/1966 S2NE	BK	82	PG 289	WY	SUBLETTE
58006-00	USA WYW-116386 T031N R113W SEC-0028	10/01/1964 NESW	BK		PG	WY	SUBLETTE
	T031N R113W SEC-0033	SENE					
58063-00	ALSADE, LTD. T031N R113W SEC-0029	09/09/1969 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-117606	11/01/1969	BK	84	PG 597	WY	SUBLETTE

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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
75256-00	USA EV-023768 T028N R113W SEC-0020	12/01/1947 BK 31 SWSW		PG 429	WY	SUBLETTE
75257-00	USA EV-022879 T028N R113W SEC-0019	07/01/1947 BK 30 LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17		PG 545	WY	SUBLETTE
75258-00	USA EV-023328 T028N R113W SEC-0030	10/01/1948 BK 33 N2NE		PG 637	WY	SUBLETTE
75259-00	USA EV-023553 T028N R113W SEC-0030	06/01/1948 BK 33 S2NE		PG 193	WY	SUBLETTE
75260-00	USA WY-01495 T028N R113W SEC-0018	02/01/1950 BK 34 LOTS 11, 12, 13, 14, 15, 16, 17, 18, (W2SE)		PG 83	WY	SUBLETTE
75237-00	ST WY-86-00117 T026N R112W SEC-0016	02/02/1966 BK 236 NW, NWNE, S2NE, S2		PG 470	WY	LINCOLN

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TERMINATION OF FINANCING STATEMENT

(Mortgage - Sublette)

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name and address of the Debtor is:

CACTUS HYDROCARBON
1992-A LIMITED PARTNERSHIP
1400 Smith Street
Suite 2983-A
Houston, TX 77251-1188

Tax I.D. #76-0379804

2. The name and address of the Secured Party is:

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION,
as Administrative Agent
712 Main Street
Houston, Texas 77002

Tax I.D. #74-0800980

3. This Termination of Financing Statement covers the Financing Statement filed October 2, 1992, File No. 238879, Book 90 O&G, Page 644, in the official records of Sublette County, Wyoming, as amended on November 15, 1993, File No. 244069, Book 95 O&G, Page 334 (the "Financing Statement").

4. The Secured Party of record no longer claims a security interest and the Financing Statement is terminated.

EXECUTED this 29th day of July, 1994.

Seal

SECURED PARTY:

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, as administrative agent

Attest:

By: _____
Name: PETER RODRIGUEZ
Title: BANKING OFFICER

By: _____
Name: JAMES R. McBRIDE
Title: SENIOR VICE PRESIDENT

247699

RECORDED Aug 5, 1994 1:00 P M
IN BOOK 97 MB PAGE 596
FEES 32.00 _____ COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NOTICE TO RECORDING AGENT:

PLEASE FILE THIS INSTRUMENT TOGETHER WITH OTHER INSTRUMENTS FURNISHED TO YOU HEREWITH IN THE FOLLOWING SEQUENCE:

INSTRUMENT 2 OF 4 INSTRUMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

597

The foregoing instrument was acknowledged before me by James R. McBride as the Senior Vice President of Texas Commerce Bank National Association this 29th day of July, 1994.

Witness my hand and official seal.

CYNTHIA D. VERDONE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
OCT. 25, 1997

Cynthia D. Verdone
Notary Public in and for
the State of Texas

f:\rf0850\enr100\cactus3\EOG\uccter.g

RETURN TO:
VINSON & ELKINS L.L.P.
2300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
ATTENTION: YVONNE A. ONAK

LE [redacted] NUMBER	LESSOR	[redacted] DATE	RECORDING			ST	COUNTY
50001-00	ENGER K CHRISMAN, ET AL T029N R113W SEC-0010	04/29/1960 E2SE4	BK	2	PG 623	WY	SUBLETTE
	T029N R113W SEC-0011	W/2SW					
50003-00	ENGER K CHRISMAN, ET AL T029N R112W SEC-0018	07/01/1964 LOTS 1, 2, E2NW	BK	10	PG 366	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. F 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	12/15/1967 N2N2, SENW, SWNE, AS TO ALL DEPTHS BELOW 2,500 FT.	BK	61	PG 327	WY	SUBLETTE
50008-01	PATRICK J QUEALY, ADMIN. T027N R113W SEC-0035	09/15/1967 SWNE, S2NW	BK	18	PG 136	WY	SUBLETTE
50008-02	JOSEPH A MINTON ET UX T027N R113W SEC-0035	09/15/1967 SWNE, S2NW	BK	18	PG 140	WY	SUBLETTE
50011-00	USA EV 021963 T029N R113W SEC-0014	09/01/1944 NWNW	BK	31	PG 329	WY	SUBLETTE
50013-01	SELMER G LARSON T027N R113W SEC-0035	09/11/1967 NWSE, N2SW, SWSW	BK	17	PG 2	WY	SUBLETTE
50013-02	JOSEPH A MINTON ET UX T027N R113W SEC-0035	09/15/1967 NWSE, N2SW, SWSW	BK	18	PG 144	WY	SUBLETTE
50016-00	WILLIAM J. MCGINNIS, ET UX T029N R113W SEC-0023	10/05/1946 N2SE (PART OF TR 46)	BK	2	PG 109	WY	SUBLETTE
	T029N R113W SEC-0024	N2SW (PART OF TR 46), S2NE, S2NW (AKA TR 47)					
50019-00	USA EV-021741	09/01/1946	BK	88	PG 783	WY	SUBLETTE

[redacted]

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 160		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 0-2285 T026N R112W SEC-0016	03/02/1944 NENE	BK 314	PG 49		WY	LINCOLN
50060-00	USA EV-025680 T027N R112W SEC-0027	01/01/1949 W2	BK 89	PG 96		WY	SUBLETTE
50061-00	USA EV-022929 T027N R112W SEC-0034	09/01/1947 NENE, NWNE, SE, S2NE, W2	BK 15	PG 208		WY	SUBLETTE
	T027N R112W SEC-0036	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 NE, NENW, N2SW, SE, SESW, SWSW, S2NW	WY	LINCOLN
	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 SENE, SENW, SWNE, N2NE, N2NW, SWNW, SW4, N2SE, S2SE	WY	LINCOLN
	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 NESE, NWSE, SENE, SW, SWNE, S2NW, S2SE, Lots 1, 2, 3, 4	WY	SUBLETTE
	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		
50068-00	USA W-92217 T026N R112W SEC-0017	12/01/1948	BK 85 PG 599 N2NW, SESW	WY	SUBLETTE
	T026N R112W SEC-0018		NE, LOTS 1, 2, 3, E2NW, NESW		
	T026N R112W SEC-0019		SWNE, E2SW, W2SE, E2NE, E2SE		
	T026N R112W SEC-0020		W2SW, NW, E2SW		
50094-00	USA EV-022261 T026N R113W SEC-0019	09/01/1946	BK 90 PG 107 SE, SWNE, SENE, LOT 5, NWNE	WY	SUBLETTE
	T026N R113W SEC-0031		E2NE		
	T026N R113W SEC-0032		LOT 1, N2NW, SWNW		
50101-00	USA EV-025991 T026N R113W SEC-0034	04/01/1952	BK 88 PG 82 ALL	WY	SUBLETTE
50113-00	MYRON EDGAR MILLS, ET UX T026N R113W SEC-0022	05/20/1953	BK 8 PG 107 SESE	WY	SUBLETTE
	T026N R113W SEC-0023		E/2SW, SWSW, SAID LANDS BEING NOW RESURVEYED INTO AND AS TRACT 44		
50131-00	USA W-48904 T027N R113W SEC-0006	01/01/1940	BK 88 PG 76 LOT 1 (NENE - 39.78 AC), SENE	WY	SUBLETTE
	T026N R113W SEC-0032		W2NE		

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T028N R113W SEC-0032	LOT 6 (SESE - 47.60 AC), E2NE, NESE					
	T028N R113W SEC-0033	SWNW					
50133-00	USA EV-010270-B T027N R113W SEC-0021	10/16/1939 N2N2	BK	80	PG 112	WY	SUBLETTE
50134-00	USA W-0256493 T028N R113W SEC-0033	06/01/1947 LOTS 3, 4, NE, N2SE	BK	80	PG 788	WY	SUBLETTE
	T028N R113W SEC-0034	LOT 1, W2NW, NWSW					
50135-00	USA W-0256494 T027N R113W SEC-0009	03/01/1950 W2NE	BK	80	PG 132	WY	SUBLETTE
50136-00	USA EV-026191 T027N R113W SEC-0004	03/01/1950 SESW, SWSE	BK	80	PG 132	WY	SUBLETTE
50137-00	USA W-048780 T027N R113W SEC-0004	07/01/1947 LOTS 2, 3, SWNE	BK	80	PG 80	WY	SUBLETTE
50138-00	USA EV-022208 T028N R113W SEC-0033	06/01/1947 LOTS 1, 2, N2SW	BK	80	PG 788	WY	SUBLETTE
50139-00	USA W-9663 T027N R113W SEC-0004	03/01/1950 LOT 4, S2NW, N2SW, NWSE	BK	80	PG 132	WY	SUBLETTE
50140-00	ST WY 0-847 T027N R113W SEC-0016	06/16/1936 ALL	BK		PG	WY	SUBLETTE
50141-00	USA EV-09661-A T027N R113W SEC-0017	06/20/1932 NE, E2NW, SE, NESW	BK	80	PG 86	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-0008	NW, E2SW, W2SE					
50143-00	USA EV-07565 T027N R113W SEC-0008	01/01/1940 W2SW	BK	80	PG 70	WY	SUBLETTE
50144-00	USA EV-07671-A T027N R113W SEC-0008	12/29/1939 SE	BK	80	PG 126	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50146-00	USA EV-07671-B T027N R113W SEC-0006	12/29/1939 BK 89 PG 125 N2, N2SW, S2SW		WY	SUBLETTE
50147-00	USA W-48907 T027N R113W SEC-0006 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 86 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-022758 T028N R113W SEC-0014	06/01/1946 BK 89 PG 17 S2NW, SW, 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-0034 T028N R113W SEC-0026	06/01/1948 BK 87 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 86 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-046802 T028N R113W SEC-0034	02/01/1957 BK 95 PG 562 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

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-0036	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 286		WY	SUBLETTE
	T029N R113W SEC-0027	NESE, SENW, SESE, S2NE					
50163-00	USA W-10679 T028N R113W SEC-0003	09/01/195? S2SW	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 0-20610 T028N R113W SEC-0036	06/16/1966 W2SW	BK 86	PG 669		WY	SUBLETTE
50166-00	USA W 08961 T028N R113W SEC-0015	07/01/1951 SENE, N2NE	BK 69	PG 40		WY	SUBLETTE
50167-00	USA W-014074 T028N R113W SEC-0035	06/01/1952 N2NW, SENW, SWNW	BK 69	PG 96		WY	SUBLETTE
50169-00	USA W-0125384 T028N R113W SEC-0011	06/01/1946 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 208		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 208		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					

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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-0006	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	6 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-0006	11/01/1947 LOTS 4 (17.01), 7 (7.50), 10 (25.29), 11 (42.73), 13 (23.89) AND SW8E	BK	24PR	PG 263	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 (35.78), 3 (16.18), 4 (45.23), 5 (6.90), 8 (6.23) 9 (37.63), 10 (1.87), 11 (22.06), 12 (23.76)	BK	15	PG 193	WY	SUBLETTE
50177-00	USA EV-022931-A T026N R112W SEC-0006	11/01/1947 LOT 1 (36.87), SENE, E2SE	BK	24PR	PG 263	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-022936 T026N R112W SEC-0006	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-20960 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 16	PG 79		WY	SUBLETTE
50183-03	MARY MAXINE DELANEY, ET AL T027N R112W SEC-0029	01/23/1956 S2NE, LOT 1 & LOT 6	BK 16	PG 231		WY	SUBLETTE
50183-04	FLORENCE VICKREY, ET AL T027N R112W SEC-0029	01/23/1956 S2NE, LOT 1 & LOT 6	BK 16	PG 286		WY	SUBLETTE
50184-01	SELMER G LARSON, RECEIVER T026N R112W SEC-0008	06/21/1956 LOTS 8(16.37), 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
50186-00	BENEFICIAL OIL CO. T027N R112W SEC-0017	09/16/1959 N2NE, SENE, NENW	BK 24	PG 537		WY	SUBLETTE
	T027N R112W SEC-0020	LOTS 1, 2 & 5, NENE, NWSE					
	T027N R112W SEC-0021	LOTS 2 (16.93), 3 (39.26), 4 (11.04), 5 (16.73), 6 (20.24), NWNW					
50186-00	M F WHELAN LIVESTOCK COMPANY T027N R112W SEC-0029	01/25/1954 INSOFAR AS LSE COVERS: LOT 7(NW/4SE/4)	BK 9	PG 63		WY	SUBLETTE
	T027N R112W SEC-0032	INSOFAR AS LSE COVERS: NWNE, INCLUDING RIPARIAN RIGHTS IN THE GREEN RIVER					
50187-00	USA W-06206 T030N R113W SEC-0009	05/01/1951 E2	BK 84	PG 621		WY	SUBLETTE
	T030N R113W SEC-0015	N2NW, NWNE, S2N2, NENE, N2S2, SESW, S2SE					
50188-00	USA WY-10678	10/01/1950	BK 31	PG 213		WY	SUBLETTE

08/08/93

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T028N R113W SEC-0026	S/2NE, N/2SE, SESE				
50213-00	USA W-23002 T030N R113W SEC-0008	03/01/1970 SESW, NESW, SWSW	BK 58	PG 661	WY	SUBLETTE
	T030N R113W SEC-0017	NW, SW				
50269-00	USA W-0322521 T026N R113W SEC-0009	03/01/1966 SESW	BK 294	PG 638	WY	LINCOLN
50270-00	ST WY 63-11625 T026N R113W SEC-0016	08/02/1963 ALL	BK 204	PG 257	WY	LINCOLN
50272-00	USA W-09156B T026N R113W SEC-0008	08/01/1948 NE, N2SE, SESE, E2NW	BK 17	PG 283	WY	LINCOLN
	T026N R113W SEC-0009	W2W2, E2NW, NESW				
50274-00	USA W-020123-A T027N R112W SEC-0004	04/01/1963 SWSW	BK 21	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	05/01/1964 LOTS 1, 2, 5, 6, 7, 8, 11, 12, E2NWNE, W2NWNE	BK 34	PG 636	WY	SUBLETTE
50276-00	USA W-020123 T027N R112W SEC-0005	04/01/1963 ALL	BK 21	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-0005	02/01/1948 SWNE	BK 286	PG 640	WY	LINCOLN
50278-00	USA EV-023313-C T026N R112W SEC-0005	02/01/1948 SENW	BK 286	PG 640	WY	LINCOLN

LEASE NUMBER	LESSOR	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	03/01/1960 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	03/01/1960 E2	BK 22	PG 32		WY	SUBLETTE
50285-00	USA W-033951 T026N R113W SEC-0010	07/01/1956 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 282		WY	SUBLETTE
50287-00	USA W-036682 T026N R113W SEC-0002	09/01/1956 LOTS 2, 3, 5, 6, 12	BK 296	PG 52		WY	LINCOLN
	T027N R113W SEC-0036	W2	BK 70	PG 151		WY	SUBLETTE
50288-00	USA W-036682-A T026N R113W SEC-0014	09/01/1956 LOTS 3, 4	BK 88	PG 52		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50290-00	USA W-047412 T027N R112W SEC-0006	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 336	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-052066 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-066564 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-066564-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-066565 T027N R112W SEC-0009 T027N R112W SEC-0020	07/01/1947 LOTS 2 (6.56), 3 (10.11) LOTS 3 (4.94), 4 (20.40)	BK 86		PG 49	WY	SUBLETTE
50300-00	USA W-066369 T026N R113W SEC-0015	07/01/1958 S/2	BK 305		PG 28	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	09/01/1964 BK 30 PG 22 LOT 4 (41.5)		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-06051-B T027N R113W SEC-0027	04/01/1958 BK 86 PG 276 E2NE, E2SWNE		WY	SUBLETTE
50304-00	ST WY 0-11136 T026N R113W SEC-0013	05/16/1961 BK 22 PG 430 ALL (RES PT LOT 37)		WY	LINCOLN
50305-00	ST WY 0-11137 T026N R113W SEC-0024	05/16/1961 BK 22 PG 433 S2N2 (RES LOT 39)		WY	LINCOLN
50306-00	ST WY 0-11141 T027N R113W SEC-0036	05/16/1961 BK 21 PG 272 ALL		WY	SUBLETTE
50307-00	ANDERSON L MCGINNIS, ET UX T027N R112W SEC-0003	12/29/1966 BK 16 PG 336 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.		WY	SUBLETTE
	T027N R112W SEC-0004	E2SW, NWSW, SWSW, S2NW, LOTS 8, 9			
	T027N R112W SEC-0008	SE, SESW, S2NE, LOT 1			
	T027N R112W SEC-0009	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	01/06/1957 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 384	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: 969 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 0-112168 T027N R112W SEC-0016	05/16/1951 W2	BK	3	PG 466	WY	SUBLETTE
50311-00	USA W-048781 T027N R113W SEC-0035	06/01/1956 E/2	BK	24	PG 399	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50312-00	ST WY 0-11138 T026N R113W SEC-0024	05/16/1951 BK 22 PG 436 N2N2 (RES LOT 38) NWSW (RES LOT 40)		WY	LINCOLN
50318-00	GEORGE E YEAMAN ET UX T026N R112W SEC-0007 T026N R112W SEC-0008	11/29/1956 BK 20 PG 248 W2NE, NENE, LOT 3 LOT 3, EXCEPT HWY TRACT		WY	LINCOLN
50319-00	WINSTON H ALLEMAN ET UX T026N R112W SEC-0005 T026N R112W SEC-0006	02/26/1959 BK 32 PG 445 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 1043.36 FEET; THENCE NORTH A DISTANCE OF 836 FEET; THENCE WEST A DISTANCE OF 1043.36 FEET; THENCE SOUTH ON THE MID-SECTION LINE OF SAID SECTION SIX A DISTANCE OF 836 FEET TO THE POINT OF BEGINNING. TWO AND NINETY SEVEN HUNDREDTHS ACRES MORE OR LESS, STARTING FROM A POINT 1043.36 FEET EAST AND 836 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 696.31 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 271.36 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. 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			
50320-01	CYRIL HOUSLEY ET UX T026N R112W SEC-0007	11/14/1956 BK 19 PG 396 LOT 2, 4, NWSE, SENW, NESW		WY	LINCOLN

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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	06/22/1959	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 05748 T027N R112W SEC-0010	05/01/1961 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-023063 T027N R112W SEC-0015	01/01/1948 BK 84 PG 704 E2NE		WY	SUBLETTE
50348-00	USA EV-023063-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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
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	01/01/1948 E2SW, LOTS 6, 8	BK 89		PG 105	WY	SUBLETTE
	T027N R112W SEC-0015	E2NW, SWNW, LOT 1					
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	08/01/1949 PORTION OF BED OF GREEN RIVER THAT IS RIPARIAN TO LOTS 1,4,5,6,8	BK 88		PG 139	WY	SUBLETTE
	T027N R112W SEC-0015	PORTION OF BED OF GREEN RIVER THAT IS RIPARIAN TO LOT 1 ALL ACRES SHOWN IN SEC 10					
50355-00	USA W-07828 T028N R113W SEC-0003	06/01/1951 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 286	WY	SUBLETTE
50365-00	USA EV-013484 T029N R113W SEC-0014	12/31/1938 SW, W2SE, S2NW, SWNE	BK 31		PG 333	WY	SUBLETTE
	T029N R113W SEC-0023	E2					
50380-00	USA W-60577 T028N R111W SEC-0029	11/01/1977 W2	BK 73		PG 208	WY	SUBLETTE
	T028N R111W SEC-0030	LOTS 1, 2, 3, 4, E2, E2W2					
	T028N R111W SEC-0031	NE, E2SE					
	T028N R111W SEC-0032	W2					
50384-00	USA W-62791	05/01/1978	BK 66		PG 558	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T028N R111W SEC-0026		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-022788-A T029N R113W SEC-0001	12/31/1938	BK 88	PG 767	WY	SUBLETTE
	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
	T030N R113W SEC-0034		E2 N2SW, SE, SESW			
50434-00	USA EV-017710-A T030N R113W SEC-0034	12/31/1938	BK 54	PG 228	WY	SUBLETTE
			SWSW			
50436-00	USA EV-22788 T029N R113W SEC-0003	12/31/1938	BK 88	PG 767	WY	SUBLETTE
	T029N R113W SEC-0004		LOTS 1(32.83), 2(32.18), 3(31.53), 4(30.88), S/2N/2, SW, S/2SE, NW/SE 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	08/13/1996	BK 77	PG 548	WY	SUBLETTE
			W2NW			
55787-02	ROBERT M MILLER JR ET UX T029N R113W SEC-0011	08/13/1996	BK 77	PG 554	WY	SUBLETTE
			W2NW			
55787-03	MATTHEW DANIEL MILLER T029N R113W SEC-0011	08/13/1996	BK 77	PG 560	WY	SUBLETTE
			W2NW			
55787-04	PATRICIA M ROBERTS ET VIR T029N R113W SEC-0011	08/13/1996	BK 77	PG 552	WY	SUBLETTE
			W2NW			
55787-05	PRISCILLA KYSAR ET VIR T029N R113W SEC-0011	08/13/1996	BK 77	PG 546	WY	SUBLETTE
			W2NW			
55787-06	ALBERT E SCHWABACHER ET AL T029N R113W SEC-0011	04/13/1996	BK 81	PG 656	WY	SUBLETTE
			W2NW			

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LEASE NUMBER [redacted]	LESSOR	LEASE DATE [redacted]	RECORDING			ST	COUNTY
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	03/01/1966 LOTS 1 & 2	BK	274	PG 531	WY	LINCOLN
57806-00	USA EV-026240 T026N R113W SEC-0023	11/01/1950 NWNE	BK	305	PG 96	WY	LINCOLN
57809-00	USA W-059091 T027N R112W SEC-0009	06/01/1949 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 1, 2, & 3	BK	89	PG 130	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	03/29/1988 SESE	BK	82	PG 637	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-08	MARILYN JAMES, ET VIR T027N R113W SEC-0032	03/31/1988 SESE	BK	82	PG 638	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
58964-00	USA WYW-034923 T026N R113W SEC-0006	10/01/1950 SWSE	BK	314	PG 254	WY	LINCOLN
75007-00	USA WY-068276 T026N R113W SEC-0011	07/01/1961 SWNW	BK	90	PG 61	WY	LINCOLN
75012-00	USA EV-021976 T026N R113W SEC-0006	04/01/1948 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 @ 6280 FEET IN THE MOBIL T-61X-6 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
		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 @ 6250 FEET IN THE MOBIL T-61X-6 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.					
75013-00	USA EV-025782 T026N R113W SEC-0006	08/01/1948 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 @ 6280 FEET IN THE MOBIL T-61X-6 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

NU	LESSOR	DATE	RECORDING	ST	COUNTY
			SFC TO THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF HILLIARD (BAXTER SHALE) AS DEFINED @ 6260 FEET IN THE MOBIL T-51X-6 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-6 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-6 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	08/01/1967 BK 263 PG 159 N2NW, SENW		WY	LINCOLN
75022-00	USA WYW-102101 T026N R111N SEC-0008	11/01/1966 BK 263 PG163 N2SW, SWNW, SWSW		WY	LINCOLN
	T026N R111N SEC-0022	SWNW, S2			
	T026N R111N SEC-0028	NENE			
75047-00	USA WYW-113867 T025N R114W SEC-0011	12/01/1966 BK 314 PG 241 NE, S2		WY	LINCOLN
	T025N R114W SEC-0012	LOTS 1-12, W/2			
	T025N R114W SEC-0013	LOTS 1-12, W/2			
75052-00	CARL TAYLOR, ET UX T026N R112W SEC-0006	04/22/1959 BK 34 PG 187 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 = .61963 AC		WY	LINCOLN
75053-00	W E HEATHMAN, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 185 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS		WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE 619	RECORDING	ST	COUNTY
		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 6 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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T026N R112W SEC-0006	TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK 8: LOTS 13,14,15, AND 16 = .27566 AC			
75063-01	ELLIS E ALEXANDER, ET UX T026N R112W SEC-0006	03/18/1969	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	07/15/1969	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	03/18/1969	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	03/20/1969	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	03/20/1969	BK 34 PG 159 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOTS 9-10 .20661 ACS. BLOCK 10: LOTS 11-14 AND 16 .34435 ACS.	WY	LINCOLN
75067-00	WALTER J CRANOR, ET UX T026N R112W SEC-0006	03/20/1969	BK 34 PG 157 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 5: LOTS 9-11 .20661 ACS. BLOCK 6: LOTS 11-15 .34435 ACS.	WY	LINCOLN
75068-00	HOLGER JOHNSON, ET UX T026N R112W SEC-0006	03/20/1969	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	03/21/1969	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	03/23/1969	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	03/23/1969	BK 34 PG 149 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
		BLOCK 7: LOT 4 & 5; .13774 AC.			
75072-00	ARVEL A DAVID, ET UX T026N R112W SEC-0006	03/23/1969	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	03/23/1969	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	03/23/1969	BK 34 PG 143 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK A LOT 6 .06667 ACS.	WY	LINCOLN
75075-00	DONALD L STUDT, ET UX T026N R112W SEC-0006	03/23/1969	BK 34 PG 141 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION. BLOCK A LOTS 7-11 .34436 ACS.	WY	LINCOLN
75076-00	GEORGE VICKREY, ETUX T026N R112W SEC-0006	03/25/1969	BK 34 PG 139 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 22-26 .34436 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	03/26/1969	BK 34 PG 137 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOT 10 .06667 ACRES	WY	LINCOLN
75078-00	JOHN WESTERLUND T026N R112W SEC-0006	03/26/1969	BK 34 PG 135 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2, LOT 9 .06667 ACS.	WY	LINCOLN
75079-00	SAM OHME T026N R112W SEC-0006	03/26/1969	BK 34 PG 133 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOT 14; .06667 AC.	WY	LINCOLN
75080-00	RALPH V WHITE, ET UX T026N R112W SEC-0006	03/26/1969	BK 34 PG 131 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS RIVER VIEW ADDITION BLOCK E: LOTS 9,10,,12,13; .30691S AC.	WY	LINCOLN
75081-00	CARL KULINSKY, ET UX T026N R112W SEC-0006	03/26/1969	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	03/26/1969	BK 34 PG 129 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			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; .34436 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	03/28/1959	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 6: 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 PG106 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 4: LOT 11; .06667 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; .06667 AC.		WY	LINCOLN
75097-00	ALEX J BERTAGNOLLI T026N R112W SEC-0006	06/08/1959 BK 34 PG 99 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS BLOCK 2: LOTS 1, 2, 3, 17, 18, 19, 20 & 21; .55066 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	10/31/1969 BK 41 PG 99 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-124008 T025N R112W SEC-0022	10/01/1991 ALL	BK 308 PG 146	WY	LINCOLN
75148-00	USA WYW-125080 T025N R112W SEC-0024	01/01/1992 LOT 1	BK 314 PG 43	WY	LINCOLN
75158-00	USA WY-42788 T025N R112W SEC-0024	01/01/1974 W2NE, W2SE, LOTS 2, 3, 4	BK 314 PG 223	WY	LINCOLN
	T025N R112W SEC-0026	N2NW, SENW, SW, SWNW, W2NE, W2SE, LOTS 1, 2, 3, 4			
75174-00	USA EV-07675(C) T027N R113W SEC-0034	11/01/1966 E2E2	BK 88 PG 535	WY	SUBLETTE
	T026N R113W SEC-0003	LOT 1	BK 311 PG 679	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
75175-00	USA EV-07796(C) T026N R113W SEC-0003 T026N R113W SEC-0010	09/01/1964 SWSE W2SW	BK 311	PG 221		WY	LINCOLN
75176-00	USA EV-07796(D) T026N R113W SEC-0003 T026N R113W SEC-0010	09/01/1964 E2SE, LOTS 8 AND 9 E2SW, N2NE	BK 311	PG 226		WY	LINCOLN
75177-00	USA EV-06051(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-040834 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-066274 T026N R113W SEC-0002	07/01/1961 SW	BK 50	PG 67		WY	LINCOLN
75182-00	USA WY-066275 T026N R113W SEC-0002	07/01/1961 W2SE, LOTS 13, 14	BK 50	PG 64		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
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 T029N R113W SEC-0023	06/01/1948 W/2 SW/4 S/2 NW/4, SW/4 NE/4, NE/4 SW/4 W/2 W/2	BK		PG		WY	SUBLETTE
50012-00	CLIFTON FEAR, ET AL T029N R113W SEC-0009 T029N R113W SEC-0010 T029N R113W SEC-0015	04/12/1965 E2SW, SE SWNW, SWSE, SW N2N2	BK	11	PG	449	WY	SUBLETTE
50023-00	USA W-05669 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	03/01/1968 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 T030N R113W SEC-0006 T030N R113W SEC-0008	06/01/1951 LOTS 3, 4 LOT 1, SENE, SW LOTS 2, 3, 4, SWNE, S2NW SENE, NESE, LOTS 1, 2, SWNE	BK	34	PG	174	WY	SUBLETTE
50032-00	USA W-02736 T031N R113W SEC-0028 T031N R113W SEC-0029 T031N R113W SEC-0031 T031N R113W SEC-0032 T031N R113W SEC-0033	12/01/1950 SWNW, NWSW N2, SE, SW E2NE, NESE LOTS 1-4, E2W2, W2NE, S2SE, NWSE W2, W2SE, E2E2, W2NE NWNW, S2NW, SW, SWNE, SE	BK	33	PG	343	WY	SUBLETTE
50034-00	USA W-05658 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
50036-00	EDGAR F HERSCHLER ET UX T024N R114W SEC-0000	09/19/1963 RESURVEY TRACT 50 BEING THE WEST 3/4 AND RESURVEY TRACT 55 BEING ALL	BK	5	PG	398	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
		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 48 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 46 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 (6.46)			
	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 6 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. OBSOLETE	10/03/1973 BK 108	PG 437	WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
	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	06/01/1950 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	06/01/1950 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-16788 T030N R112W SEC-0019	06/01/1948 BK LOTS 1, 2, 3, 4		PG	WY	SUBLETTE
50070-00	USA W-06504 T030N R113W SEC-0014	04/01/1951 BK E2NE, NESE		PG	WY	SUBLETTE
50071-00	USA EV-024536-A T030N R113W SEC-0013	12/01/1948 BK SW4		PG	WY	SUBLETTE
50075-00	USA EV-024364 T027N R112W SEC-0004	11/01/1948 BK ALL		PG	WY	SUBLETTE
	T028N R112W SEC-0033	E2NE, SE				
50076-00	ANDERSON L MCGINNIS T028N R112W SEC-0019	06/01/1963 BK LOT 2, SENW	88	PG 492	WY	SUBLETTE
50077-00	WILLIAM J MCGINNIS T028N R112W SEC-0017	03/12/1963 BK S2N2, N2SW, NWSE, SWSW	38	PG 119	WY	SUBLETTE
	T028N R112W SEC-0018	SE, SESW, LOT 4				
	T028N R112W SEC-0019	NWNE				
50078-00	USA EV-024365 T028N R112W SEC-0032	06/01/1948 BK E2, E2W2		PG	WY	SUBLETTE
	T028N R112W SEC-0033	W2, W2NE				
50082-00	USA EV-024470	01/01/1950 BK		PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	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			
50064-00	USA W-53496 T026N R112W SEC-0029	01/01/1955 BK PG W2E2, SW, E2NW, SWNW, NWNW		WY	SUBLETTE
	T026N R112W SEC-0030	SE, LOT 2 (33.12 ACS), LOT 3 (32.59 ACS), LOT 4 (32.24 ACS), NE, E2W2			
	T026N R112W SEC-0031	NE, LOT 1 (31.93 ACS), LOT 2 (31.68 ACS), LOT 3 (31.42 ACS), SE, E2W2			
	T029N R112W SEC-0032	W2NW			
50065-00	USA W-53496 T026N R112W SEC-0032	12/01/1955 BK PG W2NE, NWSE, E2NW, E2NESW, SWSE, S2SW, W2NESW		WY	SUBLETTE
50067-00	USA W 92216 T026N R112W SEC-0006	07/01/1948 BK PG LOTS 1-12 S2		WY	SUBLETTE
	T026N R112W SEC-0006	LOTS 1, 3-18, E2SW, SE			
	T026N R112W SEC-0007	LOTS 1-4, E2, E2W2			
50069-00	USA W 92219 T026N R112W SEC-0004	08/01/1950 BK PG N2NWSW, W2 LOT 4(19.19), LOT 5(40.0), LOT 12(40.0) E2 LOT 4, S2NWSW		WY	SUBLETTE
50093-00	USA EV-022234 T026N R113W SEC-0020	10/01/1948 BK PG LOT 5		WY	SUBLETTE
	T026N 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-023684 T026N R113W SEC-0023	06/01/1948 BK PG LOT 4 (27.24), W2NW		WY	SUBLETTE
50099-00	USA EV-024353 T026N R113W SEC-0020	11/01/1948 BK PG LOTS 6, 7, 8, E2SW, SWSE, TRACT 43-B		WY	SUBLETTE
50103-00	USA W-0256492 T026N R113W SEC-0021	07/01/1948 BK PG LOT 7,TRACTS 43-A,43-C		WY	SUBLETTE
	T026N R113W SEC-0028	LOTS 2,3,4,9,10, TRACTS 50-B, 50-D, LOT 11			
50107-00	USA W-0637 T026N R113W SEC-0015	04/01/1950 BK PG SE, SWNE, W2		WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50111-00	USA EV-022238 T028N R113W SEC-0008	11/01/1948 E2, E2W2	BK		PG	WY	SUBLETTE
50112-00	RUTH A CHAMBERLAIN, ET VIR T028N R113W SEC-0020	01/17/1950 E2NE	BK	2	PG 286	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	07/01/1948 RESURVEY TRACT 48	BK	2	PG 101	WY	SUBLETTE
50126-00	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	88	PG 76	WY	SUBLETTE
50132-00	USA W-031464 T028N 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-0029	08/01/1940 NWNW	BK		PG	WY	SUBLETTE
50196-00	USA W-0125360 T029N R112W SEC-0030	06/01/1955 LOTS 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	02/01/1960 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	06/01/1960 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	03/02/1961 NENE	BK		PG	WY	SUBLETTE
	T030N R113W SEC-0036	ALL					
50206-00	USA W 21125 T030N R113W SEC-0009	05/01/1961 W2	BK	84	PG 621	WY	SUBLETTE
	T030N R113W SEC-0015	SWSW					
	T030N R113W SEC-0021	N2					
50207-00	USA W-21123 T030N R113W SEC-0022	04/01/1961 W2NW	BK		PG	WY	SUBLETTE
50208-00	USA W-04628 T030N R113W SEC-0008	02/01/1956 E2SE, NE, NW, W2SE	BK		PG	WY	SUBLETTE
	T030N R113W SEC-0017	E2NE, NESE, S2SE, W2NE, NWSE					
50210-00	ST WY 0-13662 T030N R113W SEC-0016	04/07/1962 E2SW, SE	BK		PG	WY	SUBLETTE
50211-00	ST WY 0-11311 T030N R113W SEC-0016	07/02/1961 S2NE	BK		PG	WY	SUBLETTE
50212-00	ST WY 0-13663 T030N R113W SEC-0016	04/07/1962 NW, W2SW	BK		PG	WY	SUBLETTE
50220-00	USA W-04015-B T030N R112W SEC-0029	02/01/1961 E2NENW, W2NENW	BK		PG	WY	SUBLETTE

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NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50223-00	USA EV-024526 T030N R112W SEC-0030	12/01/1948	BK NENWNE, NWNWNE, S2NWNE	PG	WY	SUBLETTE
50224-00	USA EV-026171 T030N R112W SEC-0018 T030N R112W SEC-0032	06/01/1950	BK SESW, LOTS 1,2,3,4, NWNE, S2NE, E2NW, NESW, SE N2SW	PG	WY	SUBLETTE
50226-00	USA W-04101 T030N R112W SEC-0029	03/01/1951	BK NESW, SESW	PG	WY	SUBLETTE
50227-00	USA W-04101-B T030N R112W SEC-0029	03/01/1951	BK E2SENW, W2SENW	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	BK NWNE, S2N2, LESS 6.37 AC INCL IN 67TH RESERVOIR SW, W2SE, SESE S2, S2N2 W2W2, NENW S2N2	PG	WY	SUBLETTE
50229-00	USA W-27641 T030N R112W SEC-0019	09/01/1948	BK E2, SENW	PG	WY	SUBLETTE
50230-00	USA W-058073 T030N R112W SEC-0027 T030N R112W SEC-0028 T030N R112W SEC-0032 T030N R112W SEC-0033 T030N R112W SEC-0034	12/01/1948	BK W2 W2W2 N2 N2N2 W2NW	PG	WY	SUBLETTE
50232-00	USA W-39687 T029N R112W SEC-0017	11/01/1955	BK 68 N2NE, SWNE, NWSE	PG 1	WY	SUBLETTE
50233-00	USA W-027642 T030N R112W SEC-0030	12/01/1948	BK NENE, SENE	PG	WY	SUBLETTE
50236-00	ST WY 0-20914 T029N R112W SEC-0016	09/16/1958	BK 16 S2SW, NWSW, SWNW: LIMITED FROM SURFACE TO BASE OF MESAVERDE FORMATION (4,500'), SE, SWNE	PG 88	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
		N2NE, SENE						
50239-00	USA EV-024445-E T030N R112W SEC-0019	09/01/1949 NE4NW4	BK		PG		WY	SUBLETTE
50239-00	USA W-036653-A T029N R112W SEC-0017	11/01/1955 SESE	BK	88	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-036653 T029N R112W SEC-0017	11/01/1955 SENE, NESE	BK	88	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	02/01/1960 SWNW, S2, S2NE	BK		PG		WY	SUBLETTE
	T029N R112W SEC-0023	NE, NWSE, E2SE, NW, N2SW						
	T029N R112W SEC-0026	NENE						
50261-01	FIRST NATL BNK OF KEMMERER T029N R112W SEC-0024	12/29/72 SESW, LOTS 9, 11	BK	46	PG	636	WY	SUBLETTE
	T029N R112W SEC-0025	SENW, N2NW, LOTS 2, 5						
	T029N R112W SEC-0026	LOTS 1, 7, AND ALL THAT PART OF THE GREEN RIVER RIPARIAN THERETO						
50261-02	DANIEL E CHAPEL T029N R112W SEC-0024	03/07/1991 SESW, LOTS 9, 11	BK	81	PG	461	WY	SUBLETTE
	T029N R112W SEC-0025	SENW, N2NW, LOTS 2, 5						
	T029N 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	66	PG	367	WY	SUBLETTE
50330-00	ST WY #67-4066 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	206	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE		RECORDING		ST	COUNTY
50332-00	USA W-05660 T027N R114W SEC-0015	07/01/1961 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	06/01/1961 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	06/01/1961 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-64966 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 T028N R113W SEC-0025	02/01/1960 NW4NW4	BK	31	PG 206	WY	SUBLETTE
50357-00	USA W-0231771 T028N R113W SEC-0025	10/01/1960 W2SW4	BK	31	PG 213	WY	SUBLETTE
50358-00	USA W-0231772 T028N R113W SEC-0002	06/01/1962 SWNW, NWSW	BK	69	PG 549	WY	SUBLETTE
	T028N R113W SEC-0003	NWSE, S2NE, NESE, LOTS 5 & 6					
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	06/01/1949 E2W2	BK		PG	WY	SUBLETTE
50361-00	USA W-031992	02/01/1950	BK	31	PG 206	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE						RECORDING		ST	COUNTY
	T029N R113W SEC-0023	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-62801 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 66-5166 T028N R114W SEC-0016	03/02/1966 NENE, NW, N2SW, SE, SENE, S2SW, W2NE	BK					PG		WY	SUBLETTE
50426-00	USA W-2120 T028N R114W SEC-0016	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 NW, N2SW, S2SW	BK					PG		WY	SUBLETTE
50428-00	BETTE M THOMPSON T029N R113W SEC-0004	07/06/1976 W2SW, SESW	BK	53				PG	154	WY	SUBLETTE
	T029N R113W SEC-0006	E2SE									
	T029N R113W SEC-0007	NESE, E2NE									

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	08/01/1961	BK 2	PG 506	WY	SUBLETTE
		NWNW, E2, E2NW, NESW				
	T032N R114W SEC-0020	NE, N2SE				
50507-00	USA W-67178 T026N R111W SEC-0006	08/01/1979	BK 223	PG 400	WY	LINCOLN
		SENW, SWNE, W2SE, LOTS 3, 4, 5, 6, 7				
	T026N R111W SEC-0007	W2E2				
57047-00	USA W-01763 T029N R113W SEC-0002	08/01/1960	BK	PG	WY	SUBLETTE
		SWNW				
	T029N R113W SEC-0003	NESE				
57132-00	MONTE NORRIS T031N R113W SEC-0019	03/12/1966	BK 74	PG 286	WY	SUBLETTE
		E2SW, S2SE, LOTS 2, 4,				
	T031N R113W SEC-0030	NENW, N2NE				
	T031N R114W SEC-0023	SENE				
	T031N R114W SEC-0024	NW, N2SE, SESE, S2NE				
58006-00	USA WYW-116386 T031N R113W SEC-0019	07/01/1978	BK	PG	WY	SUBLETTE
		LOTS 1,3, N/2NE, E/2NW				
	T031N R113W SEC-0030	LOTS 1, 2, 3, 4, E/2W				
58343-00	USA W-34033 T027N R111W SEC-0029	06/01/1972	BK 57	PG 280	WY	SUBLETTE
		NENE				
58344-00	USA W-36388 T027N R111W SEC-0008	07/01/1972	BK 63	PG 605	WY	SUBLETTE
		SWSE				
	T027N R111W SEC-0017	NE				
58345-00	USA W-36389 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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T027N R111W SEC-0023	ALL					
	T027N R111W SEC-0025	SE, W2					
	T027N R111W SEC-0026	ALL					
58347-00	USA W-51347 T027N R111W SEC-0006	08/01/1976 NW, SW	BK 61	PG 447		WY	SUBLETTE
	T027N R111W SEC-0006	SE, S2NE					
	T027N R111W SEC-0007	NE					
	T027N R111W SEC-0008	:JW, N2SW					
58348-00	USA W-54136 T027N R111W SEC-0014	04/01/1976 ALL	BK 64	PG 636		WY	SUBLETTE
	T027N R111W SEC-0015	S2					
58349-00	USA W-54137 T027N R111W SEC-0017	04/01/1976 SE	BK 64	PG 166		WY	SUBLETTE
	T027N R111W SEC-0020	NE					
58350-00	USA W-56724 T027N R111W SEC-0018	05/01/1977 LOTS 1-4, E2W2, W2SE, SWNE	BK 54	PG 470		WY	SUBLETTE
	T027N R111W SEC-0030	LOTS 1-3, E2W2, E2					
58351-00	USA W-59776 T027N R111W SEC-0080	09/01/1977 NESW	BK 64	PG 278		WY	SUBLETTE
58352-00	USA W-62117 T027N R111W SEC-0028	02/01/1978 NW, N2SW, SESW	BK 60	PG 196		WY	SUBLETTE
58353-00	USA W-62808 T027N R111W SEC-0029	11/01/1978 SE, SENE, W2, W2NE	BK 57	PG 187		WY	SUBLETTE
58354-00	USA W-62875 T027N R111W SEC-0030	04/01/1978 LOT 4	BK 66	PG 533		WY	SUBLETTE
58355-00	USA W-63490 T027N R111W SEC-0032	06/01/1978 NW, N2SW, LOT 2	BK 66	PG 166		WY	SUBLETTE
58356-00	USA W-63821 T027N R111W SEC-0032	07/01/1978 LOTS 3 AND 4, N2SE, NE	BK 57	PG 196		WY	SUBLETTE

DISPARITY

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
58357-00	USA W-67908 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 T028N R111W SEC-0004	07/01/1979 SW, LOTS 1-4, S2N2, SE	BK	708	PG1493	WY	SWEETWATER
	T028N R111W SEC-0010	S2N2					
58359-00	USA W-68117 T027N R111W SEC-0006	07/01/1979 S2SW	BK	99	PG	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-034624 T027N R114W SEC-0023	04/01/1951 SWNE	BK		PG	WY	SUBLETTE
58961-00	USA WYW-034627 T027N R114W SEC-0001	05/01/1948 W2SW	BK		PG	WY	SUBLETTE
58962-00	USA WYW-034630 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 60-30476 T028N R114W SEC-0036	01/16/1936 N2, N2S2, S2SW	BK	150	PG 286	WY	SUBLETTE
59023-00	USA EV-026063 T028N R113W SEC-0006	10/01/1949 NE	BK	86	PG 283	WY	SUBLETTE
59041-00	STATE OF WYOMING 60-11193 T028N R113W SEC-0036	05/16/1951 ALL	BK	3	PG 380	WY	SUBLETTE
75114-00	USA WY-0311562 T028N R114W SEC-0006	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,					

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LEASE NUMBER	LESSOR		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 BK LOT 4	PG	WY	SUBLETTE
	T028N R115W SEC-0012	NW			
75117-00	USA WY-42791 T028N R114W SEC-0005	01/01/1974 BK LOTS, 7, 8, 12	PG	WY	SUBLETTE
	T028N R114W SEC-0021	NESW, N2NW, SENW			
75118-00	USA WY-51103 T028N R114W SEC-0017	11/01/1965 BK LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 12, 13, 14, 15, 16, 17, 18, 19, AND 20	PG	WY	SUBLETTE
75119-00	USA WY-320213 T028N R114W SEC-0020	11/01/1965 BK LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19, AND 20	PG	WY	SUBLETTE
75120-00	USA WY-52811 T028N R114W SEC-0022	12/01/1975 BK NW	PG	WY	SUBLETTE
75123-00	USA WY-38078 T028N R114W SEC-0008	02/01/1973 BK W2SE, E2SE, N2SW	PG	WY	SUBLETTE
	T028N R114W SEC-0010	SW			
75124-00	USA WY-9578 T028N R114W SEC-0003	12/01/1967 BK LOTS 7 THRU 10 LOTS 15 THRU 18	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			

NUMBER	LESSOR	LEASE DATE 639	RECORDING		ST	COUNTY
50006-00	USA W-125386 T029N R112W SEC-0019	09/01/1960 BK LOTS 3 (12.53), 4 (12.13), E/2SW, SWSE LOT 2(12.63), NENE, S2NE N2SE, SESE, SENW		PG	WY	SUBLETTE
50007-00	USA W-0231774 T028N R113W SEC-0002	06/01/1962 BK S2NE, N2SE, S2SE		PG	WY	SUBLETTE
50009-00	USA W-0231773 T028N R113W SEC-0001	06/01/1962 BK S2NW, N2SW, S2SW		PG	WY	SUBLETTE
50010-00	USA EV-022756 T028N R113W SEC-0011	10/01/1946 BK W2		PG	WY	SUBLETTE
50014-00	USA W-10674 T029N R113W SEC-0014 T029N R113W SEC-0015	12/31/1938 BK SENE, E2SE S2N2, S2	86	PG 775	WY	SUBLETTE
50016-00	USA W-065687 (ROW) T027N R113W SEC-0016	01/01/1968 BK SENW (ROW)		PG	WY	SUBLETTE
50017-00	USA EV-024756-A T028N R113W SEC-0024	06/01/1948 BK LOT 2		PG	WY	SUBLETTE
50024-00	USA W-20038 T028N R114W SEC-0033	03/01/1968 BK SWNE		PG	WY	SUBLETTE
50026-00	USA W-064586 T027N R114W SEC-0012	07/01/1961 BK NENW, SWSW		PG	WY	SUBLETTE
50043-00	USA W-71775 T023N R112W SEC-0027	11/01/1948 BK NESW, SE, SESW, S2NE, W2SW		PG	WY	LINCOLN
50044-00	USA W-71776 T023N R112W SEC-0028	11/01/1948 BK NESW, NW, SE, SESW	32	PG 228	WY	LINCOLN
50045-00	USA W-92975 T023N R112W SEC-0021 T023N R112W SEC-0028	11/01/1948 BK W2 W2SW	32	PG 228	WY	LINCOLN
50055-00	USA EV-025548 T027N R112W SEC-0026 T027N R112W SEC-0027	01/01/1948 BK ALL E2		PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50056-00	USA W-06823 T022N R112W SEC-0009	06/01/1961 S2	BK	PG	WY	SUBLETTE
50057-00	USA W-45370 T022N R112W SEC-0020 T022N R112W SEC-0021	06/01/1961 E2SW, SE, SENW, S2NE NWSW, SWNW	BK	PG	WY	LINCOLN
50058-00	USA W-45371 T022N R112W SEC-0028	06/01/1961 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	06/01/1961 N2S2, SWSW N2, S2 NE	BK	PG	WY	LINCOLN
50062-00	USA W-06925 T022N R112W SEC-0026 T022N R112W SEC-0028	06/01/1961 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	06/01/1961 SE, E2SW, NWSW, SWSW W2W2, NENW, N2NE N2N2	BK	PG	WY	LINCOLN
50064-00	USA W-71773 T022N R112W SEC-0029	06/01/1961 NWNW	BK	PG	WY	LINCOLN
50072-00	USA EV-024529 T028N R112W SEC-0029 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	12/01/1965 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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	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, 6	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 660	WY	SUBLETTE
50096-00	USA EV-022285 T028N R113W SEC-0008	10/01/1948 ALL	BK		PG	WY	SUBLETTE
50098-00	USA EV-023988 T028N R113W SEC-0008	07/01/1948 W2W2	BK	32	PG 37	WY	SUBLETTE
	T028N R113W SEC-0027	LOTS 2, 3					
	T028N R113W SEC-0029	W2NW					
50100-00	USA EV-025536 T028N R113W SEC-0010	08/01/1948 W2	BK		PG	WY	SUBLETTE
50104-00	USA EV-026992 T029N R113W SEC-0027	03/01/1950 SWNW	BK		PG	WY	SUBLETTE
50105-00	USA WY 0518 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
50103-00	USA CH-062277 T029N R113W SEC-0028	06/01/1950 S2NE4, SE4	BK		PG	WY	SUBLETTE
50109-00	ST WY 0-7396 T029N R113W SEC-0016	09/16/1948 E2, NW, SW	BK		PG	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50110-00	WILLIAM J MCGINNIS ET AL T028N R113W SEC-0017	07/30/1947 BK 2 TRACT 38, (AKA NESW) TRACT 40, (AKA SWSE)	PG 162		WY	SUBLETTE
50114-00	ST WY #0-2843 T028N R113W SEC-0016	09/16/1944 BK 36 ALL (RESURVEY TRACT 37)	PG 155		WY	SUBLETTE
50115-00	USA W-04732 T028N R113W SEC-0004	02/01/1951 BK LOTS 7, 8, S2NW, SW	PG		WY	SUBLETTE
50116-00	USA W-026038-A T029N R113W SEC-0021	02/01/1950 BK 31 E2	PG 208		WY	SUBLETTE
	T029N R113W SEC-0027	NWNW				
	T029N R113W SEC-0028	N2NE				
50117-00	USA W-0196878 T029N R114W SEC-0025	02/01/1962 BK E2NE	PG		WY	SUBLETTE
50119-00	USA W-04731 T028N R113W SEC-0006	02/01/1951 BK LOTS 5, 6, 7, 8, S2NE, SE, SENW	PG		WY	SUBLETTE
50120-00	ANDERSON L MCGINNIS ET UX T028N R113W SEC-0027	07/30/1947 BK 2 PT OF TRACT 49 (W2NW, SENW)	PG 156		WY	SUBLETTE
	T028N R113W SEC-0026	PT OF TRACT 49 (NENE)				
50121-00	MARY J. HADDENHAM, T028N R113W SEC-0017	07/30/1947 BK W2SW, SESW (RESURVEYED	PG AND DESCRIBED	WY SUBLETTE AS TRACT 39)		
50122-00	MARY J (E) HADDENHAM T028N R113W SEC-0017	07/30/1947 BK 2 W2SW, SESW (RESURVEYED	PG 153 AND DESCRIBED	WY SUBLETTE AS TRACT 39)		
50123-00	USA EV-025771 T028N R113W SEC-0022	01/01/1948 BK 32 LOT 2	PG 56		WY	SUBLETTE
	T028N R113W SEC-0026	LOT 2, SWNW, W2SW				
50126-00	USA W-48906 T028N R113W SEC-0016	10/01/1948 BK LOTS 1 THRU 7	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50127-00	USA W-48906 T028N R113W SEC-0020	11/01/1948 BK NWSW		PG	WY	SUBLETTE
50129-00	USA W-70864 T028N R113W SEC-0028	10/17/1980 BK SENE-60 FT R-O-W		PG	WY	SUBLETTE
50148-00	USA EV-09661-B T027N R113W SEC-0017	04/23/1936 BK W2NW		PG	WY	SUBLETTE
50189-00	USA W-0136175 T030N R113W SEC-0026 T030N R113W SEC-0027	12/31/1936 BK SW E2NE, W2NE		PG	WY	SUBLETTE
50190-00	USA W-0136177 T030N R113W SEC-0022	04/01/1961 BK SE	47	PG 103	WY	SUBLETTE
50192-00	USA W-27645 T030N R113W SEC-0010 T030N R113W SEC-0014 T030N R113W SEC-0022	04/01/1961 BK W2SE, SW, NWNW, E2SE, NE, NENW, S2NW S2SW, SWSE, N2SW, NWSE, SESE, W2NE, NW NE, E2NW	47	PG 103	WY	SUBLETTE
50193-00	USA W-27644 T030N R113W SEC-0011 T030N R113W SEC-0024	08/01/1960 BK NE, SE W2NW, NWSW, S2SW		PG	WY	SUBLETTE
50194-00	USA EV-024666 T030N R113W SEC-0023	08/01/1948 BK E2NE, E2NW, E2SE, SW, SWNW, W2NE, W2SE		PG	WY	SUBLETTE
50203-00	USA W 0231788 T029N R112W SEC-0032	08/01/1960 BK W2NW4		PG	WY	SUBLETTE
50204-00	USA EVANSTON 024241 T028N R113W SEC-0001 T028N R113W SEC-0012 T028N R113W SEC-0013	06/01/1948 BK LOTS 5, 6, 9, 10, 11, SWNE, W2SE LOTS 1-4, W2E2, W2 LOTS 1-3, W2E2, NW	18	PG 92	WY	SUBLETTE
50208-00	USA W-04628 T030N R113W SEC-0008 T030N R113W SEC-0017	02/01/1961 BK E2SE, NE, NW, W2SE E2NE, NESE, NWSE, S2SE, W2NE		PG	WY	SUBLETTE

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50209-00	USA W-27643 T030N R112W SEC-0030	12/01/1948 SENW,E2SW	BK	PG		WY	SUBLETTE
50217-00	USA W-16770 T029N R112W SEC-0006	12/01/1948 LOT 6, SENW, S2NE, NWSE	BK	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 S2SW, SWSE	BK	PG		WY	SUBLETTE
50225-00	USA W-039906 T029N R112W SEC-0024	08/01/1956 E/2NW , E/2	BK	PG		WY	SUBLETTE
	T029N R112W SEC-0025	S/2, S/2N/2,N/2NE					
	T029N R112W SEC-0036	ALL					
50226-00	USA W-04101 T030N R112W SEC-0020	03/01/1951 E2NE	BK	PG		WY	SUBLETTE
	T030N R112W SEC-0029	NESW, SESW					
50259-00	YOSE CATTLE COMPANY T027N R112W SEC-0003	12/17/1981 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	BK 64	PG 78	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 (23.67 ACS)					
	T028N R112W SEC-0035	LOT 4(41.92 ACS); W/2 NW; NWSE LOT 6 (36.13 ACS)					
50263-00	USA W-77863 T028N R111W SEC-0019	07/01/1976 LOTS 2, 3, 4, E2, E2NENW, SWNENW, E2SW	BK	PG	WY SUBLETTE		
	T028N R111W SEC-0020	E2					
	T028N R111W SEC-0029	SE, NE,					
	T028N R111W SEC-0032	NE, SE					
50266-00	USA W-67038 T029N R112W SEC-0011	09/01/1964 SWSW	BK	PG		WY	SUBLETTE

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NUMBER	LESSOR	LEASE DATE 645	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 36 THEN E 810',THEN S 148', THEN E ON SEC LINE BTWN 36&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	05/06/1957	BK 22PR PG 166 LABARGE TOWNLOTS: ORIG TOWNSITE: TULSA-BK 9 LOTS 4-7; 1ST ADD; TULSA-BK 12, LOTS 13-16 RIVERVIEW ADD-TULSA - BK A, LT16 - BK B, L1-4 - BK C, L13, 20, 36 - BK E, L16, 18, 19 & 20.	WY	LINCOLN
50326-00	LINCOLN COUNTY, WYOMING T000N R000W SEC-0000	05/06/1957	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	05/06/1957	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-0030		SEE LEASE FOR METES & BOUNDS DESCRIPTION		
50334-00	USA W-6140 T027N R114W SEC-0002	06/01/1961	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		
	T026N R114W SEC-0034		S2NE, SENW, S2		
	T026N R114W SEC-0036		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-0006	E2					
	T027N R111W SEC-0008	NE, N2SE, SESE					
	T027N R111W SEC-0009	E2, W2					
50421-00	USA W-20038 T028N R114W SEC-0026	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					
50428-00	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	06/19/1954 S2SE4	BK	10	PG 170	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	T029N R113W SEC-0008	NE			
	T029N R113W SEC-0010	N2NW, SENW			
50437-00	USA W-19959 T032N R114W SEC-0006	06/01/1969 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 508	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
56633-00	USA W-65664 T031N R113W SEC-0030	10/01/1984 BK SENW	PG	WY	SUBLETTE
56631-00	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-112656 T029N R112W SEC-0009	06/01/1988 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-113658 T026N R113W SEC-0032	12/01/1988 BK 268PR S/2NE, NW, N/2SW, SWSW, SE	PG 89	WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T026N R113W SEC-0033	SWNW, S/2				
57544-00	USA W-113654 T025N R113W SEC-0017	12/01/1988 ALL	BK 267PR	PG 383	WY	LINCOLN
	T026N R113W SEC-0020	ALL				
	T025N R113W SEC-0021	ALL				
57545-00	USA W-113651 T025N R113W SEC-0004	12/01/1988 NENE	BK 267	PG 391	WY	LINCOLN
	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 T028N R112W SEC-0032	12/01/1988 NWSW	BK 82	PG 153	WY	SUBLETTE
57547-00	USA WYW-113645 T029N R112W SEC-0017	12/01/1988 NENW, SWNW, W/2SW	BK 82	PG 165	WY	SUBLETTE
	T029N R112W SEC-0020	NENW				
	T029N R112W SEC-0028	W/2NE, SENE, W2, SE				
	T029N R112W SEC-0030	NENE				
57548-00	USA W-113661 T029N R113W SEC-0001	12/01/1988 LOT, 2, SWNE	BK 82	PG 280	WY	SUBLETTE
	T029N R113W SEC-0005	LOTS 1 THRU 4				
	T029N R113W SEC-0007	LOT 3, 4, E/2SW, W/2SE, SESE				
57641-00	USA WYW-114579 T027N R112W SEC-0002	02/01/1989 THAT PORTION OF GREEN RIVER RIPARIAN TO LOT 5, BEING MORE PARTICULARY DESCRIBED ON LEASE	BK 82	PG 446	WY	SUBLETTE
57824-00	USA WYW-115956 T028N R112W SEC-0010	06/01/1989 S/2NE, SE	BK 83	PG 364	WY	SUBLETTE
	T028N R112W SEC-0011	SWNW, NWSW				

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
57928-00	USA WYW115961 T030N R113W SEC-0007 T030N R113W SEC-0008 T030N R113W SEC-0018	06/01/1988 E/2SE NWSW NENE	BK 83	PG 373		WY	SUBLETTE
57928-00	USA WYW115960 T028N R113W SEC-0013 T028N R113W SEC-0024	06/01/1988 LOT 4 LOT 1	BK 83	PG 378		WY	SUBLETTE
57952-01	DUANE HARWARD ET UX TRUST T028N R112W SEC-0019	04/21/1988 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 T028N R112W SEC-0019	02/26/1988 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 T028N R112W SEC-0019	04/21/1988 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 T028N R112W SEC-0019	04/21/1988 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 T028N R112W SEC-0019	04/21/1988 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
57952-06	WILLIAM B SPENCER TRST T028N R112W SEC-0019	04/21/1988 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
57952-07	JEAN S STEPHENS T028N R112W SEC-0019	04/21/1988 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 T028N R112W SEC-0019	04/21/1988 S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY	BK 275PR	PG 152		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			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 276PR 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-117868 T027N R112W SEC-0002	11/01/1989 BK 86 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 608 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 86 PG 418 SW		WY	SUBLETTE
	T028N R111W SEC-0022	ALL			
	T028N R111W SEC-0027	ALL			
58193-00	STATE OF WY-8000650 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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
	T030N R112W SEC-0016	ALL						
58420-00	STATE OF WYOMING #88-00781 T030N R112W SEC-0028	12/02/1988 S/2NE	BK	86	PG 39		WY	SUBLETTE
58421-00	STATE OF WYOMING #88-00782 T030N R112W SEC-0032	12/02/1988 NESE, SWSE	BK	86	PG 383		WY	SUBLETTE
58423-00	USA WY-95121 T030N R112W SEC-0007	11/01/1986 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(41.16), SWNW, NWSW, S/2S/2	BK	86	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	11/10/1988 W/2SW, SWNW	BK	84	PG 683		WY	SUBLETTE
	T030N R112W SEC-0027	S/2NE, N/2SE, SESE						
	T030N R112W SEC-0034	N/2NE, E/2NW						
58561-00	USA W-106177 T030N R112W SEC-0016	11/01/1967 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	12/11/1988 E/2SE	BK	86	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	12/11/1988 E/2SE	BK	86	PG 87		WY	SUBLETTE

DB/SMITH

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	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			
58861-03	JOHN PERRY BARLOW, ET UX T030N R112W SEC-0020 E/2SE	12/11/1989	BK 86 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			
58862-00	BRUCE E. JONES, ET UX T028N R113W SEC-0006 LOTS 3(17.86), 4(17.00), 5(40.00), 7(40.00), 11(40.00)	11/13/1989	BK 281PR PG 592	WY	LINCOLN
59157-01	PAUL HOMER, ET UX T030N R112W SEC-0032 S/2 SW/4	05/22/1990	BK 88 PG 569	WY	SUBLETTE
59157-02	WILLIAM CHARLES CHRISTY T030N R112W SEC-0032 S/2 SW/4	05/23/1990	BK 88 PG 571	WY	SUBLETTE
59157-03	KIMBERLY S CHRISTY, ET UX T030N R112W SEC-0032 S/2 SW/4	05/22/1990	BK 88 PG 567	WY	SUBLETTE
59157-04	CATHLEEN E CHRISTY THOMAS T030N R112W SEC-0032 S/2 SW/4	05/22/1990	BK 88 PG 563	WY	SUBLETTE
59162-00	USA WYW-112980 T030N R113W SEC-0013 N/2 NE/4 AND SE/4 NE/4	07/01/1990	BK PG	WY	SUBLETTE
	T030N R113W SEC-0026 ALL				
	T030N R113W SEC-0028 N/2 AND SE/4				
	T030N R113W SEC-0036 W/2				
59195-00	USA WYW-121428 T031N R114W SEC-0012 E2	10/01/1990	BK 88 PG 718	WY	SUBLETTE
75002-00	USA WY-107088 T024N R114W SEC-0004 LOT 13	01/01/1988	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
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 539	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 483	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(21.66), 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)				

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
75034-00	USA WYW-108319 (ROW) T026N R111W SEC-0005	12/28/1966	BK PG SESW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG SWSE, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG	WY	LINCOLN
	T026N R111W SEC-0008		NENW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG		
75035-01	BRUCE E JONES, ET UX T026N R112W SEC-0000	06/09/1990	BK 288PR PG 86 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 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 25' 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'	WY	LINCOLN
	T026N R112W SEC-0006		THOSE PORTIONS OF LOTS 3, 6, AN 7 LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY # 189		
	T026N 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(28.78), 6(37.38), AND THOSE PORTIONS OF THE SESW, W2NW AND NWSW, LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY #189		
	T026N R112W SEC-0018		SENE, NESE, AND THAT PORTION OF THE SESE LYING NORTH OF THE ACCESS ROAD		
	T026N R112W SEC-0020		LOTS 2(28.19), 5(9.28), 9(28.12), 10(23.65), NWSE		
	T026N R112W SEC-0021		LOT 1		
	T026N R112W SEC-0027		LOT 3		
	T026N R112W SEC-0028		LOTS 3-7		
	T026N R112W SEC-0029		LOTS 1, 2, 7		
75035-02	CECIL R JONES, ET UX T025N R112W SEC-0000	06/09/1990	BK 288PR PG 89 A PARCEL OF LAND CONSISTING OF THOSE PORTIONS OF	WY	LINCOLN

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY

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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 56' 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 2018.2'; 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'

T028N R112W SEC-0006 — THOSE PORTIONS OF LOTS 3, 6, AN 7 LYING EAST OF THE EASTERLY RIGHT OF WAY BOUNDARY OF WYOMING STATE HIGHWAY # 189

T028N R112W SEC-0017 — LOTS 2(17.72), 3(28.79), 6(37.36), 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***

T028N 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

T028N R112W SEC-0029 — 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 LOTS 2(29.19), 5(9.29), 9(29.12), 10(23.69), NWSE

T028N R112W SEC-0031 — LOT 1

T028N R112W SEC-0027 — LOT 3

T028N R112W SEC-0028 — LOTS 3-7

T028N R112W SEC-0029 — 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-62343	02/01/1983	BK	PG		WY	SUBLETTE
	T030N R113W SEC-0006	N2SE, SWSE					
	T030N R113W SEC-0007	NE					

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
75046-00	ARDATH E HARMSON T028N R112W SEC-0006	11/06/1990 BK 282 PG 584 LOTS 4, 5, AND 6			WY	LINCOLN
	T028N R112W SEC-0017	LOT 1 AND NWNE				
75048-00	USA WYW-113668 T026N R114W SEC-0001	12/01/1968 BK PG LOTS 1-6, 8-11, 13-18, AND W/2			WY	LINCOLN
	T026N R114W SEC-0002	N2, SE				
	T026N R114W SEC-0003	ALL				
	T026N R114W SEC-0034	TOWNSHIP 25 1/2N-RANGE 114W LOTS 1, 2, 3, 4				
	T026N R114W SEC-0035	TOWNSHIP 25 1/2N-RANGE 114W LOTS 3, 4				
75111-00	USA WYW-125000 T027N R112W SEC-0003	10/01/1981 BK 67 PG 720 LOTS 1, 6, 7, 10, 11			WY	SUBLETTE
75116-00	USA W-29815 T028N R114W SEC-0005	12/01/1970 BK PG SWSE E - RECORD TITLE			WY	SUBLETTE
75121-00	USA WY-43217 T028N R114W SEC-0008	02/01/1974 BK PG LOT 1			WY	SUBLETTE
75122-00	USA WY-6317 T028N R114W SEC-0005	07/01/1967 BK PG LOT 11			WY	SUBLETTE
75127-00	USA WY-330214 T028N R114W SEC-0034	11/01/1985 BK PG N2, N2S2, LOTS 1-4			WY	SUBLETTE
	T029N R114W SEC-0035	N2, N2S2, LOTS 1-4				
75171-00	STATE OF WYOMING 88-00106 T028N R113W SEC-0022	02/02/1988 BK PG S2SW			WY	LINCOLN
75173-00	USA WYW-128668 T024N R114W SEC-0007	05/01/1982 BK PG NE			WY	LINCOLN
	T024N R114W SEC-0008	NW				
	T024N R114W SEC-0021	SW				

NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50029-00	USA EV-026176-B T030N R113W SEC-0032	05/01/1950 NENE	BK		PG	WY	SUBLETTE
50031-00	USA W-21127 T030N R113W SEC-0027 T030N R113W SEC-0034	12/31/1938 NW4, S2 N2	BK		PG	WY	SUBLETTE
50033-00	USA W-21128 T030N R113W SEC-0022	04/01/1951 SW	BK		PG	WY	SUBLETTE
50166-00	USA W-05991 T030N R113W SEC-0003 T030N R113W SEC-0004	06/01/1951 LOTS 1(40.06), 2(39.99), 3(39.95), 4(39.90) LOTS 1(39.88), 2(39.90)	BK	34	PG 174	WY	SUBLETTE
50271-00	USA W-044101 T028N R113W SEC-0017 T028N R113W SEC-0020 T028N R113W SEC-0021	10/01/1960 E2 N2 N2	BK		PG	WY	LINCOLN
57542-00	USA WYW-113640 T027N R111W SEC-0012 T027N R111W SEC-0013 T027N R111W SEC-0024	12/01/1968 N/2, E/2SW, SE N/2 N/2, SW	BK	82	PG 160	WY	SUBLETTE
57576-00	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	11/01/1968 S2NE	BK	82	PG 289	WY	SUBLETTE
58006-00	USA WYW-116366 T031N R113W SEC-0028 T031N R113W SEC-0033	10/01/1984 NESW SENE	BK		PG	WY	SUBLETTE
58063-00	ALSADE, LTD. T031N R113W SEC-0029	09/09/1988 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-117866 CONTINUED	11/01/1988	BK	84	PG 567	WY	SUBLETTE

	[redacted] R113W SEC-0028	N/2NW	[redacted]					[redacted]	
75946-00	USA W-107967 T028N R114W SEC-0024	06/01/1968 LOTS 1-13, W/2	BK		PG		WY	SUBLETTE	
76266-00	USA EV-023768 T028N R113W SEC-0020	12/01/1947 SWSW	BK	31	PG	429	WY	SUBLETTE	
76267-00	USA EV-022878 T028N R113W SEC-0019	07/01/1947 LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17	BK	30	PG	545	WY	SUBLETTE	
76268-00	USA EV-023328 T028N R113W SEC-0030	10/01/1948 N2NE	BK	33	PG	637	WY	SUBLETTE	
76269-00	USA EV-023563 T028N R113W SEC-0030	06/01/1948 S2NE	BK	33	PG	193	WY	SUBLETTE	
76280-00	USA WY-01495 T028N R113W SEC-0018	02/01/1950 LOTS 11, 12, 13, 14, 15, 16, 17, 18, (W2SE)	BK	34	PG	83	WY	SUBLETTE	
75237-00	ST WY-86-00117 T028N R112W SEC-0016	02/02/1966 NW, NWNE, S2NE, S2	BK	236	PG	470	WY	LINCOLN	

ASSIGNMENT
(EOG Production Payment)

From

CACTUS HYDROCARBON 1992-A LIMITED PARTNERSHIP

To

CACTUS HYDROCARBON III LIMITED PARTNERSHIP

Recorded counterparts should be returned to:

Robin Smith Fredrickson
Vinson & Elkins L.L.P.
2500 First City Tower
1001 Fannin
Houston, Texas 77002-6760

247700

RECORDED Aug. 5, 1994 1:00 PM
IN BOOK 97 PAGE 659
FEES 336.00
COUNTY CLERK
SUBLETTE COUNTY CLERK
By Cathy Sexton

NOTICE TO RECORDING AGENT:

PLEASE FILE THIS INSTRUMENT TOGETHER WITH OTHER INSTRUMENTS FURNISHED TO YOU HEREWITH IN THE FOLLOWING SEQUENCE:

INSTRUMENT 3 OF 4 INSTRUMENTS

ASSIGNMENT

(EOG Production Payment)

THIS ASSIGNMENT (this "Assignment"), dated effective and delivered as of August 1, 1994 (the "Effective Time"), is from CACTUS 1992-A LIMITED PARTNERSHIP, a Delaware limited partnership, whose mailing address is 1400 Smith Street, P. O. Box 1188, Houston, Texas 77251-1188 ("Assignor") to CACTUS HYDROCARBON III LIMITED PARTNERSHIP, a Delaware limited partnership, whose mailing address is Attention: Andrew S. Fastow, 1400 Smith Street, Suite 2907, Houston, Texas 77002 ("Assignee").

PART I

GRANTING AND HABENDUM CLAUSES

For and in consideration of Ten Dollars cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has BARGAINED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY, subject to the terms and conditions hereof, unto Assignee, its successors and assigns, the following interests (such interests being hereinafter called the "Subject Interests"), to-wit:

(a) All of Assignor's right, title and interest in and to that certain production payment created by a Conveyance of Production Payment from Enron Oil & Gas Company ("EOG") to Assignor, dated September 25, 1992, recorded as set forth in Exhibit A attached hereto and made a part hereof, as amended by (i) First Amendment to Conveyance of Production Payment dated effective April 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, (ii) Second Amendment to Conveyance of Production Payment dated effective July 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, and (iii) Third Amendment to Conveyance of Production Payment dated effective October 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, and all of such instruments relating to certain lands described on Exhibit B attached hereto and made a part hereof (collectively, the "Conveyance");

(b) All of Assignor's right, title and interest in and to that certain Production and Delivery Agreement between EOG and Assignor, dated September 25, 1992, recorded as set forth in Exhibit A attached hereto, as amended by (i) First Amendment to Production and Delivery Agreement dated effective April 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, (ii) Second Amendment to Production and Delivery Agreement dated effective July 1, 1993, between EOG and Assignor, recorded as set forth

in Exhibit A, and (iii) Third Amendment to Production and Delivery Agreement dated effective October 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, and all of such instruments relating to certain lands as described on Exhibit B (collectively, the "Production and Delivery Agreement");

(c) All of Assignor's right, title and interest in and to that certain Hydrocarbon Exchange Agreement between EOG and Assignor, dated September 25, 1992, recorded as set forth in Exhibit A, as amended by (i) Amendment to Hydrocarbon Exchange Agreement dated effective January 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, (ii) First Amendment to Hydrocarbon Exchange Agreement dated effective April 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, (iii) Second Amendment to Production and Delivery Agreement dated effective July 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, and (iv) Fourth Amendment to Production and Delivery Agreement dated effective October 1, 1993, between EOG and Assignor, recorded as set forth in Exhibit A, and all of such instruments relating to certain lands as described on Exhibit B (collectively, the "Hydrocarbon Exchange Agreement"); and

(d) All of Assignor's right, title and interest in and to that certain Purchase and Sale Agreement by and between EOG, as Seller, and Assignor, as Buyer, dated September 25, 1992, insofar as such Purchase and Sale Agreement pertains to the production payment created pursuant to the Conveyance (the "Purchase and Sale Agreement").

TO HAVE AND TO HOLD the Subject Interests, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, and Assignor does by these presents bind and obligate itself and its successors to warrant and forever defend all and singular the Subject Interests unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof by, through and under Assignor but not otherwise, limited however, to the considerations paid by Assignee, and subject to the Permitted Encumbrances (as defined in the Conveyance) and the other terms and conditions set forth herein.

PART II

PERMITTED ENCUMBRANCES

2.1 This Assignment is made expressly subject to the Permitted Encumbrances to the extent the same are valid, binding and enforceable at the Effective Time and effect the Subject Interests.

2.2 Assignee acknowledges receipt of a copy of each of the instruments constituting a part of the Permitted Encumbrances, and Assignee agrees to be bound by the terms thereof. Assignee also agrees for itself and its assignees that all subsequent

assignments of the Subject Interests shall refer to such instruments and that the assignees thereunder shall agree to be bound by all of the terms and provisions thereof, be furnished with copies of the same, and acknowledge receipt of the same.

PART III

MISCELLANEOUS

3.1 Subrogation. This Assignment is executed, delivered and accepted with the special warranty of title set forth in Part I above, and with full substitution and subrogation of Assignee, and all persons claiming by, through or under Assignee, to the extent assignable, in and to all covenants and warranties by Assignor's predecessors in title and with full subrogation of all rights, accruing under the statutes of limitation or prescription under the laws of the various states in which the Subject Interests are located and all rights of actions of warranty against all former owners of the Subject Interests.

3.2 Disclaimer. Except to the extent of Assignor's special warranty set forth in Part I above, any covenants implied by statute or law by the use of the word "grant" or other similar words in this Assignment are hereby expressly disclaimed, waived and negated. Assignor and Assignee agree that, to the extent required by the applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. The Subject Interests are assigned to Assignee without recourse, covenant or warranty of any kind, express, implied or statutory, except to the extent of Assignor's special warranty set forth in Part I above.

3.3 Assumption by Assignee. Assignee hereby assumes and agrees to pay, perform and discharge the obligations of Assignor relating to the Subject Interests and the Permitted Encumbrances, but only to the extent that any of the foregoing are valid and enforceable, relate to the Subject Interests, and are attributable to the period after the Effective Time.

3.4 True Sale. Assignor and Assignee intend that the transactions evidenced by this Assignment shall constitute a true sale by Assignor and a true purchase by Assignee of the Subject Interests and not a lending or financing transaction.

3.5 Counterparts. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one assignment.

3.6 Further Assurances. The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as not prohibited by applicable

law, Assignor agrees to execute, acknowledge and deliver to Assignee all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the Subject Interests intended to be conveyed hereby.

Executed this 28 day of July, 1994, but delivered August 1, 1994.

CACTUS 1992-A LIMITED PARTNERSHIP

By ENRON BIG PINEY CORP.,
its General Partner

Attest

By: _____
Name: Elaine V. Overturf
Title: Deputy Corporate Secretary

Seal

By: _____
Andrew S. Fastow,
Vice President

CACTUS HYDROCARBON III LIMITED PARTNERSHIP

By ENRON CACTUS III CORP.,
its General Partner

Attest

By: _____
Name: Elaine V. Overturf
Title: Deputy Corporate Secretary

Seal

By: _____
Andrew S. Fastow,
Vice President

Exhibits

Exhibit A - Recordation Schedule
Exhibit B - Description of Properties

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Andrew S. Fastow, Vice President of Enron Big Piney Corp., a Delaware corporation, as the General Partner of Cactus Hydrocarbon 1992-A Limited Partnership, a Delaware limited partnership, on behalf of such limited partnership, the 27 day of July, 1994.

L. Hagerty
Notary Public in and for
the State of Texas

L. HAGERTY
Notary Public, State of Texas
My Commission Expires
10/9/96

STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by Andrew S. Fastow, Vice President of Enron Cactus III Corp., a Delaware corporation as the General Partner on behalf of Cactus Hydrocarbon III Limited Partnership, a Delaware limited partnership, on behalf of such limited partnership, this 28 day of July, 1994.

L. Hagerty
Notary Public in and for
the State of Texas

L. HAGERTY
Notary Public, State of Texas
My Commission Expires
10/9/96

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EXHIBIT A

Attached to and made a part of that certain Assignment

Document	Filing Entity	Recording Reference
Conveyance of Production Payment	County Clerk Lincoln County	Book 317 PR, Page 312 File No. 755518 October 8, 1992
	County Clerk Sublette County	Book 89 O&G, Page 512 File No. 238874 October 2, 1992
	Bureau of Land Management	October 2, 1992
	Wyoming State Land Board	November 20, 1992
First Amendment to Conveyance of Production Payment	County Clerk Lincoln County	Book 330 PR, Page 47 File No. 765869 June 4, 1993
	County Clerk Sublette County	Book 92 O&G, Page 341 File No. 241742 May 28, 1993
	Bureau of Land Management	_____
	Wyoming State Land Board	_____
Second Amendment to Conveyance of Production Payment	County Clerk Lincoln County	Book 336 PR, Page 707 File No. 772470 October 4, 1993
	County Clerk Sublette County	Not recorded
	Bureau of Land Management	_____

	Wyoming State Land Board	
Third Amendment to Conveyance of Production Payment	County Clerk Lincoln County	Book 339 PR, Page 364 File No. 774436 November 12, 1993
	County Clerk Sublette County	Book 94 O&G, Page 465 File No. 244059 November 15, 1993
	Bureau of Land Management	_____
	Wyoming State Land Board	_____

Document	Filing Entity	Recording Reference
Production and Delivery Agreement	County Clerk Lincoln County	Book 317 PR, Page 537 File No. 755519 October 8, 1992
	County Clerk Sublette County	Book 90 O&G, Page 1 File No. 238875 October 2, 1992
First Amendment to Production and Delivery Agreement	County Clerk Lincoln County	Book 330 PR, Page 31 File No. 765867 June 4, 1993
	County Clerk Sublette County	Book 92 O&G, Page 325 File No. 241740 May 28, 1993
Second Amendment to Production and Delivery Agreement	County Clerk Lincoln County	Book 336 PR, Page 685 File No. 772468 October 4, 1993
	County Clerk Sublette County	Not recorded
Third Amendment to Production and Delivery Agreement	County Clerk Lincoln County	Book 339 PR, Page 552 File No. 774437 November 12, 1993

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	County Clerk Sublette County	Book 94 O&G, Page 653 File No. 244060 November 15, 1993

Document	Filing Entity	Recording Reference
Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 318 PR, Page 1 File No. 755520 October 8, 1992
	County Clerk Sublette County	Book 90 O&G, Page 224 File No. 238876 October 2, 1992
Amendment to Hydrocarbon Exchange Agreement	Not recorded	Not recorded
First Amendment to Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 330 PR, Page 39 File No. 765868 June 4, 1993
	County Clerk Sublette County	Book 92 O&G, Page 333 File No. 241741 May 28, 1993
Second Amendment to Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 336 PR, Page 696 File No. 772469 October 4, 1993
	County Clerk Sublette County	Not recorded
Fourth Amendment to Hydrocarbon Exchange Agreement	County Clerk Lincoln County	Book 339 PR, Page 740 File No. 774438 November 12, 1993
	County Clerk Sublette County	Book 95 O&G, Page 1 File No. 244061 November 15, 1993

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
50001-00	ENGER K CHRISMAN, ET AL T029N R113W SEC-0010 T029N R113W SEC-0011	04/28/1950 E2SE4 W/2SW	BK	2	PG 623	WY	SUBLETTE
50003-00	ENGER K CHRISMAN, ET AL T029N R112W SEC-0018 T029N R113W SEC-0011 T029N R113W SEC-0012 T029N R113W SEC-0013 T029N R113W SEC-0014 T029N R113W SEC-0024	07/01/1954 LOTS 1, 2, E2NW E2SW, SE S2SE, NWSW, S2SW SESW, SENE, SE, NWNW, NWNE, NENE, NENW N2NE, NENW N2NE	BK	10	PG 398	WY	SUBLETTE
50005-01	CHAS. P BUDD T029N R113W SEC-0010	11/24/1942 N2NE, SWNE	BK	1	PG 371	WY	SUBLETTE
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
50006-01	PATRICK J QUEALY, ADMIN. T027N R113W SEC-0028	06/15/1957 SWNE, S2NW	BK	18	PG 136	WY	SUBLETTE
50006-02	JOSEPH A MINTON ET UX T027N R113W SEC-0028	06/15/1957 SWNE, S2NW	BK	18	PG 140	WY	SUBLETTE
50011-00	USA EV 021963 T029N R113W SEC-0014	06/01/1944 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	06/15/1957 NWSE, N2SW, SWSW	BK	18	PG 144	WY	SUBLETTE
50018-00	WILLIAM J. MCGINNIS, ET UX T028N R113W SEC-0023 T028N R113W SEC-0024	10/05/1946 N2SE (PART OF TR 45) N2SW (PART OF TR 45), S2NE, S2NW (AKA TR 47)	BK	2	PG 109	WY	SUBLETTE
50019-00	USA EV-021741	09/01/1946	BK	88	PG 783	WY	SUBLETTE

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 0-2266 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 96		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					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50052-00	USA EV-026056 T026N R112W SEC-0011	12/01/1949	BK 9 PG 128 NE, NENW, N2SW, SE, SESW, SWSW, S2NW	WY	LINCOLN
	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 SENE, SENW, SWNE, N2NE, N2NW, SWNW, SW4, N2SE, S2SE	WY	LINCOLN
	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 NESE, NWSE, SENE, SW, SWNE, S2NW, S2SE, Lots 1, 2, 3, 4	WY	SUBLETTE
	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 N2NW, SESW	WY	SUBLETTE
	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	09/01/1948	BK 90 PG 107 SE, SWNE, SENE, LOT 5, NWNE	WY	SUBLETTE
	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 ALL	WY	SUBLETTE
50113-00	MYRON EDGAR MILLS, ET UX T028N R113W SEC-0022	05/20/1953	BK 5 PG 107 SESE	WY	SUBLETTE
	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 LOT 1 (NENE - 39.78 AC), SENE	WY	SUBLETTE
	T028N R113W SEC-0032		W2NE		

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	06/16/1936 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 66	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

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
50146-00	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	09/01/1948 BK 89 PG 17 S2NW, SW, 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

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	06/16/1958 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 208		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 (35.78), 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

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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(16.37), 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	09/16/1959 N2NE, SENE, NENW	BK 24	PG 537		WY	SUBLETTE
	T027N R112W SEC-0020	LOTS 1, 2 & 5, NENE, NWSE					
	T027N R112W SEC-0021	LOTS 2 (16.93), 3 (39.25), 4 (11.04), 5 (15.73), 6 (20.24), NWNW					
50186-00	M F WHELAN LIVESTOCK COMPANY T027N R112W SEC-0029	01/25/1954 INSOFAR AS LSE COVERS: LOT 7(NW/4SE/4)	BK 9	PG 63		WY	SUBLETTE
	T027N R112W SEC-0032	INSOFAR AS LSE COVERS: NWNE, INCLUDING RIPARIAN RIGHTS IN THE GREEN RIVER					
50187-00	USA W-06206 T030N R113W SEC-0009	05/01/1951 E2	BK 84	PG 621		WY	SUBLETTE
	T030N R113W SEC-0015	N2NW, NWNE, S2N2, NENE, N2S2, SESW, S2SE					
50198-00	USA WY-10678	10/01/1950	BK 31	PG 213		WY	SUBLETTE

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	T029N R113W SEC-0025	S/2NE, N/2SE, SESE					
50213-00	USA W-23002	03/01/1970	BK	58	PG 661	WY	SUBLETTE
	T030N R113W SEC-0008	SESW, NESW, SWSW					
	T030N R113W SEC-0017	NW, SW					
50269-00	USA W-0322521	03/01/1966	BK	294	PG 638	WY	LINCOLN
	T026N R113W SEC-0009	SESW					
50270-00	ST WY 63-11625	08/02/1963	BK	204	PG 257	WY	LINCOLN
	T026N R113W SEC-0016	ALL					
50272-00	USA W-09156B	06/01/1948	BK	17	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	04/01/1953	BK	21	PG 509	WY	SUBLETTE
	T027N R112W SEC-0004	SWSW					
	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	05/01/1954	BK	34	PG 635	WY	SUBLETTE
	T027N R112W SEC-0031	LOTS 1, 2, 5, 6, 7, 8, 11, 12, E2NWNE, W2NWNE					
50276-00	USA W-020123	04/01/1953	BK	21	PG 509	WY	SUBLETTE
	T027N R112W SEC-0006	ALL					
	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	02/01/1948	BK	286	PG 640	WY	LINCOLN
	T026N R112W SEC-0006	SWNE					
50278-00	USA EV-023313-C	02/01/1948	BK	286	PG 640	WY	LINCOLN
	T026N R112W SEC-0006	SENW					

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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	07/01/1956 S2NE	BK 296	PG 257		WY	SUBLETTE
	T026N R113W SEC-0018	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 BK 88 PG 123 LOT 1		WY	SUBLETTE
50291-00	USA W-049959 T026N R112W SEC-0006	06/01/1957 BK 23 PG 512 THAT PORTION OF THE BED OF GREEN RIVER RIPARIAN TO LOT 7		WY	LINCOLN
50292-00	USA W-050961 T026N R112W SEC-0006	09/01/1957 BK 24 PG 335 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		WY	LINCOLN
50293-00	USA W-052064 T026N R112W SEC-0007 T026N R112W SEC-0018	02/01/1948 BK 249 PG 232 LOT 5 LOT 1, 2, 3		WY	LINCOLN
50294-00	USA W-052065 T026N R112W SEC-0006	02/01/1948 BK 249 PG 232 LOTS 1, 2, 3, 4, 5, 6, 7, 9		WY	LINCOLN
50295-00	USA W-05751 T027N R112W SEC-0007 T027N R112W SEC-0018	06/01/1951 BK 22 PG 39 LOTS 1,2,3,4, E2W2 LOTS 1,2, E2NW, LOTS 3,4, E2SW		WY	SUBLETTE
50296-00	USA W-05751-A T027N R112W SEC-0019	06/01/1951 BK 22 PG 39 LOTS 1,2,3,4, E2W2		WY	SUBLETTE
50297-00	USA W-059584 T027N R112W SEC-0030	03/01/1956 BK 18 PG 217 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 3,4, 7,8.		WY	SUBLETTE
50298-00	USA W-059584-A T027N R112W SEC-0031	03/01/1956 BK 18 PG 217 THAT PORTION OF THE BED OF THE GREEN RIVER THAT IS RIPARIAN TO LOTS 1, 2, 5, 6, 7, 8, 11, 12		WY	SUBLETTE
50299-00	USA W-059585 T027N R112W SEC-0009 T027N R112W SEC-0020	07/01/1947 BK 85 PG 49 LOTS 2 (6.59), 3 (10.11) LOTS 3 (4.94), 4 (20.40)		WY	SUBLETTE
50300-00	USA W-066369 T026N R113W SEC-0015	07/01/1958 BK 305 PG 26 S/2		WY	LINCOLN
50301-00	USA W-066370	10/01/1958 BK 305 PG 30		WY	LINCOLN

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	T026N R113W SEC-0022	N2NW, NWNE, SWNW, NWSW			
50302-00	USA EV-07798-E T026N R113W SEC-0002	09/01/1954 BK 30 PG 22 LOT 4 (41.5)		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 BK 86 PG 278 E2NE, E2SWNE		WY	SUBLETTE
50304-00	ST WY 0-11135 T026N R113W SEC-0013	05/16/1951 BK 22 PG 430 ALL (RES PT LOT 37)		WY	LINCOLN
50305-00	ST WY 0-11137 T026N R113W SEC-0024	05/16/1951 BK 22 PG 433 S2N2 (RES LOT 39)		WY	LINCOLN
50306-00	ST WY 0-11141 T027N R113W SEC-0036	05/16/1951 BK 21 PG 272 ALL		WY	SUBLETTE
50307-00	ANDERSON L MCGINNIS, ET UX T027N R112W SEC-0003	12/26/1956 BK 16 PG 336 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.	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			

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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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50312-00	ST WY 0-11136 T026N R113W SEC-0024	05/16/1951 N2N2 (RES LOT 38) NWSW (RES LOT 40)	BK 22	PG 436	WY	LINCOLN
50318-00	GEORGE E YEAMAN ET UX T026N R112W SEC-0007 T026N R112W SEC-0008	11/29/1956 W2NE, NENE, LOT 3 LOT 3, EXCEPT HWY TRACT	BK 20	PG 248	WY	LINCOLN
50319-00	WINSTON H ALLEMAN ET UX T026N R112W SEC-0005 T026N R112W SEC-0006	02/26/1959 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. 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	BK PG	WY	LINCOLN
50320-01	CYRIL HOUSLEY ET UX T026N R112W SEC-0007	11/14/1956 LOT 2, 4, NWSE, SENW, NESW	BK 19	PG 398	WY	LINCOLN

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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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
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	206	WY	SUBLETTE
50384-00	USA W-62791	05/01/1978	BK	65	PG	556	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
	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
	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
	T030N R113W SEC-0034	E2 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
	T029N R113W SEC-0004	LOTS 1(32.83), 2(32.18), 3(31.53), 4(30.88), S/2N/2, SW, S/2SE, NWSE 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	03/01/1966 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	130	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	03/23/1969 SESE	BK	82	PG	551	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW						
57821-02	SUSAN K DONALDSON, ET VIR T027N R113W SEC-0032	03/23/1969 SESE	BK	82	PG	643	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW						
57821-03	SALLY ORR, ET VIR T027N R113W SEC-0032	03/23/1969 SESE	BK	82	PG	641	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW						
57821-04	JUDY BETKA, ET VIR T027N R113W SEC-0032	03/23/1969 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	03/22/1969 SESE	BK	82	PG	549	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW						
57821-06	TED E MILLER T027N R113W SEC-0032	03/29/1969 SESE	BK	82	PG	635	WY	SUBLETTE

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T027N R113W SEC-0033	S/2SW					
57821-07	FRANK T MILLER T027N R113W SEC-0032	03/29/1969 SESE	BK	82	PG 637	WY	SUBLETTE
	T027N R113W SEC-0033	S/2SW					
57821-08	MARILYN JAMES, ET VIR T027N R113W SEC-0032	03/31/1969 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.	BK	18	PG 130	WY	LINCOLN
		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.					
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	BK	314	PG 218	WY	LINCOLN
		LOT 2, INSOFAR AS THE ABOVE LANDS COVER THE RIGHTS FROM THE					

[redacted] [redacted] [redacted] 11/01/93

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			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 PG 159 N2NW, SENW		WY	LINCOLN
75022-00	USA WYW-102101 T026N R111N SEC-0008 T026N R111N SEC-0022 T026N R111N SEC-0028	11/01/1986 BK 263 PG163 N2SW, SWNW, SWSW SWNW, S2 NENE		WY	LINCOLN
75047-00	USA WYW-113667 T025N R114W SEC-0011 T025N R114W SEC-0012 T025N R114W SEC-0013	12/01/1988 BK 314 PG 241 NE, S2 LOTS 1-12, W/2 LOTS 1-12, W/2		WY	LINCOLN
75052-00	CARL TAYLOR, ET UX T026N R112W SEC-0006	04/22/1959 BK 34 PG 187 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		WY	LINCOLN
75053-00	W E HEATHMAN, ET UX T026N R112W SEC-0006	03/07/1959 BK 34 PG 185 TOWNSITE OF LABARGE (FORMERLY TULSA) THE FOLLOWING LOTS		WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
		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 = .27596 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-124998 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	11/01/1966 BK 88 PG 535 E2E2		WY	SUBLETTE
	T026N R113W SEC-0003	LOT 1	BK 311 PG 679	WY	LINCOLN

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
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 T029N R113W SEC-0023	08/01/1949 W/2 SW/4 S/2 NW/4, SW/4 NE/4, NE/4 SW/4 W/2 W/2	BK		PG		WY	SUBLETTE
50012-00	CLIFTON FEAR, ET AL T029N R113W SEC-0009 T029N R113W SEC-0010 T029N R113W SEC-0015	04/12/1955 E2SW, SE SWNW, SWSE, SW N2N2	BK	11	PG	449	WY	SUBLETTE
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 T030N R113W SEC-0005 T030N R113W SEC-0006	06/01/1961 LOTS 3, 4 LOT 1, SENE, SW LOTS 2, 3, 4, SWNE, S2NW SENE, NESE, LOTS 1, 2, SWNE	BK	34	PG	174	WY	SUBLETTE
50032-00	USA W-02736 T031N R113W SEC-0028 T031N R113W SEC-0029 T031N R113W SEC-0031 T031N R113W SEC-0032 T031N R113W SEC-0033	12/01/1950 SWNW, NWSW N2, SE, SW E2NE, NESE LOTS 1-4, E2W2, W2NE, S2SE, NWSE W2, W2SE, E2E2, W2NE NWNW, S2NW, SW, SWNE, SE	BK	33	PG	343	WY	SUBLETTE
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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
		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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LEASE NUMBER	ESSOR	LEASE DATE	RECORDING		ST	COUNTY
	T022N R112W SEC-0021	E2SW, SE, SENW, S2NE				
50065-00	USA W-0127851 T030N R113W SEC-0013	10/01/1961 SWNE, SE	BK	PG	WY	SUBLETTE
50066-00	USA W-02274 T030N R113W SEC-0013	08/01/1950 NENW, S2NW	BK	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 NWNW	BK	PG	WY	SUBLETTE
50068-00	USA EV-024526-G T030N R112W SEC-0030	12/01/1948 NENW	BK	PG	WY	SUBLETTE
50069-00	USA W-16769 T030N R112W SEC-0019	09/01/1949 LOTS 1, 2, 3, 4	BK	PG	WY	SUBLETTE
50070-00	USA W-05504 T030N R113W SEC-0014	04/01/1961 E2NE, NESE	BK	PG	WY	SUBLETTE
50071-00	USA EV-024538-A T030N R113W SEC-0013	12/01/1948 SW4	BK	PG	WY	SUBLETTE
50075-00	USA EV-024354 T027N R112W SEC-0034	11/01/1948 ALL	BK	PG	WY	SUBLETTE
	T029N R112W SEC-0033	E2NE, SE				
50076-00	ANDERSON L MCGINNIS T028N R112W SEC-0019	06/01/1963 LOT 2, SENW	BK 86	PG 492	WY	SUBLETTE
50077-00	WILLIAM J MCGINNIS T028N R112W SEC-0017	03/12/1963 S2N2, N2SW, NWSE, SWSW	BK 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 E2, E2W2	BK	PG	WY	SUBLETTE
	T029N R112W SEC-0033	W2, W2NE				
50082-00	USA EV-024470	01/01/1950	BK	PG	WY	SUBLETTE

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	11/01/1948	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	11/01/1948 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	08/01/1948 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	07/01/1948 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 T028N R113W SEC-0009	03/01/1965 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 2, 3, 4, E2W2, NWNE, S2NE, SE	BK		PG	WY	SUBLETTE
	T029N R112W SEC-0031	E2W2, E2, LOTS 1, 2, 3, 4					

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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

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	08/01/1950 SESW, LOTS 1,2,3,4, NWNE, S2NE, E2NW, NESW, SE	BK		PG	WY	SUBLETTE
	T030N R112W SEC-0032	N2SW					
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	09/01/1949 NWNE, S2N2, LESS 6.37 AC INCL IN 67TH RESERVOIR	BK		PG	WY	SUBLETTE
	T030N R112W SEC-0009	SW, W2SE, SESE					
	T030N R112W SEC-0017	S2, S2N2					
	T030N R112W SEC-0020	W2W2, NENW					
	T030N R112W SEC-0033	S2N2					
50229-00	USA W-27641 T030N R112W SEC-0019	03/01/1949 E2, SENW	BK		PG	WY	SUBLETTE
50230-00	USA W-055073 T030N R112W SEC-0027	12/01/1948 W2	BK		PG	WY	SUBLETTE
	T030N R112W SEC-0029	W2W2					
	T030N R112W SEC-0032	N2					
	T030N R112W SEC-0033	N2N2					
	T030N R112W SEC-0034	W2NW					
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 NATL 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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
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-0006	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	02/01/1960 NW4NW4	BK	31	PG 206	WY	SUBLETTE
50357-00	USA W-0231771 T029N R113W SEC-0025	10/01/1960 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 & 6					
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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
	T029N R113W SEC-0023	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-62801 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 NW, N2SW, S2SW	BK		PG		WY	SUBLETTE
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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	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	06/01/1961 BK 2 NWNW, E2, E2NW, NESW		PG 506	WY	SUBLETTE
	T032N R114W SEC-0020	NE, N2SE				
50507-00	USA W-67176 T026N R111W SEC-0006	08/01/1979 BK 223 SENW, SWNE, W2SE, LOTS 3, 4, 5, 6, 7		PG 400	WY	UNCOLN
	T026N R111W SEC-0007	W2E2				
57047-00	USA W-01763 T029N R113W SEC-0002	09/01/1950 BK SWNW		PG	WY	SUBLETTE
	T029N R113W SEC-0003	NESE				
57132-00	MONTE NORRIS T031N R113W SEC-0019	03/12/1985 BK 74 E2SW, S2SE, LOTS 2, 4,		PG 285	WY	SUBLETTE
	T031N R113W SEC-0030	NENW, N2NE				
	T031N R114W SEC-0023	SENE				
	T031N R114W SEC-0024	NW, N2SE, SESE, S2NE				
58006-00	USA WYW-116386 T031N R113W SEC-0019	07/01/1978 BK LOTS 1,3, N/2NE, E/2NW		PG	WY	SUBLETTE
	T031N R113W SEC-0030	LOTS 1, 2, 3, 4, E/2SW				
58343-00	USA W-34033 T027N R111W SEC-0029	05/01/1972 BK 57 NENE		PG 280	WY	SUBLETTE
58344-00	USA W-35398 T027N R111W SEC-0008	07/01/1972 BK 63 SWSE		PG 605	WY	SUBLETTE
	T027N R111W SEC-0017	NE				
58345-00	USA W-35399 T027N R111W SEC-0015	07/01/1972 BK 64 N2		PG 633	WY	SUBLETTE
58346-00	USA W-36422 T027N R111W SEC-0022	10/01/1972 BK 57 N2		PG 359	WY	SUBLETTE

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	T027N R111W SEC-0023	ALL					
	T027N R111W SEC-0025	SE, W2					
	T027N R111W SEC-0026	ALL					
58347-00	USA W-51347 T027N R111W SEC-0005	08/01/1975 NW, SW	BK	61	PG 447	WY	SUBLETTE
	T027N R111W SEC-0006	SE, S2NE					
	T027N R111W SEC-0007	NE					
	T027N R111W SEC-0008	:JW, N2SW					
58348-00	USA W-54136 T027N R111W SEC-0014	04/01/1976 ALL	BK	64	PG 638	WY	SUBLETTE
	T027N R111W SEC-0015	S2					
58349-00	USA W-54137 T027N R111W SEC-0017	04/01/1976 SE	BK	64	PG 155	WY	SUBLETTE
	T027N R111W SEC-0020	NE					
58350-00	USA W-58724 T027N R111W SEC-0019	05/01/1977 LOTS 1-4, E2W2, W2SE, SWNE	BK	54	PG 470	WY	SUBLETTE
	T027N R111W SEC-0030	LOTS 1-3, E2W2, E2					
58351-00	USA W-59776 T027N R111W SEC-0020	09/01/1977 NESW	BK	64	PG 278	WY	SUBLETTE
58352-00	USA W-62117 T027N R111W SEC-0028	02/01/1978 NW, N2SW, SESW	BK	60	PG 198	WY	SUBLETTE
58353-00	USA W-62508 T027N R111W SEC-0029	11/01/1978 SE, SENE, W2, W2NE	BK	57	PG 187	WY	SUBLETTE
58354-00	USA W-62875 T027N R111W SEC-0030	04/01/1978 LOT 4	BK	58	PG 533	WY	SUBLETTE
58355-00	USA W-63490 T027N R111W SEC-0032	06/01/1978 NW, N2SW, LOT 2	BK	66	PG 168	WY	SUBLETTE
58356-00	USA W-63821 T027N R111W SEC-0032	07/01/1978 LOTS 3 AND 4, N2SE, NE	BK	57	PG 195	WY	SUBLETTE

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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 708	PG1493	WY	SWEETWATER
	T026N R111W SEC-0010	S2N2				
58359-00	USA W-68117 T027N R111W SEC-0008	07/01/1979 S2SW	BK 59	PG	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	04/01/1961 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	01/16/1958 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-0311562 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,				

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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	04/01/1966 BK	PG	WY	SUBLETTE
	T028N R114W SEC-0017	LOT 4			
	T028N R115W SEC-0012	NW			
75117-00	USA WY-42791	01/01/1974 BK	PG	WY	SUBLETTE
	T028N R114W SEC-0005	LOTS, 7, 8, 12			
	T028N R114W SEC-0021	NESW, N2NW, SENW			
75118-00	USA WY-51103	11/01/1965 BK	PG	WY	SUBLETTE
	T028N R114W SEC-0017	LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 12, 13, 14, 15, 16, 17, 18, 19, AND 20			
75119-00	USA WY-320213	11/01/1965 BK	PG	WY	SUBLETTE
	T028N R114W SEC-0020	LOTS, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16, 17, 18, 19, AND 20			
75120-00	USA WY-52811	12/01/1975 BK	PG	WY	SUBLETTE
	T028N R114W SEC-0022	NW			
75123-00	USA WY-38076	02/01/1973 BK	PG	WY	SUBLETTE
	T028N R114W SEC-0009	W2SE, E2SE, N2SW			
	T028N R114W SEC-0010	SW			
75124-00	USA WY-9578	12/01/1967 BK	PG	WY	SUBLETTE
	T028N R114W SEC-0003	LOTS 7 THRU 10 LOTS 15 THRU 18			
	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
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	68	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
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

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	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	10/01/1948 ALL	BK		PG	WY	SUBLETTE
50098-00	USA EV-023969 T028N R113W SEC-0008	07/01/1948 W2W2	BK	32	PG 37	WY	SUBLETTE
	T028N R113W SEC-0027	LOTS 2, 3					
	T028N R113W SEC-0029	W2NW					
50100-00	USA EV-025536 T028N R113W SEC-0010	08/01/1948 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
50103-00	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
50110-00	WILLIAM J MCGINNIS ET AL T028N R113W SEC-0017	07/30/1947 BK 2 TRACT 38, (AKA NESW) TRACT 40, (AKA SWSE)	PG 162		WY	SUBLETTE
50114-00	ST WY #0-2843 T028N R113W SEC-0016	09/16/1944 BK 36 ALL (RESURVEY TRACT 37)	PG 155		WY	SUBLETTE
50115-00	USA W-04732 T028N R113W SEC-0004	02/01/1951 BK LOTS 7, 8, S2NW, SW	PG		WY	SUBLETTE
50116-00	USA W-026038-A T029N R113W SEC-0021	02/01/1950 BK 31 E2	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 BK E2NE	PG		WY	SUBLETTE
50119-00	USA W-04731 T028N R113W SEC-0005	02/01/1951 BK LOTS 5, 6, 7, 8, S2NE, SE, SENW	PG		WY	SUBLETTE
50120-00	ANDERSON L MCGINNIS ET UX T028N R113W SEC-0027	07/30/1947 BK 2 PT OF TRACT 49 (W2NW, SENW)	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 BK W2SW, SESW (RESURVEYED	PG AND DESCRIBED	AS TRACT 39)	WY	SUBLETTE
50122-00	MARY J (B) HADDENHAM T028N R113W SEC-0017	07/30/1947 BK 2 W2SW, SESW (RESURVEYED	PG 153 AND DESCRIBED	AS TRACT 39)	WY	SUBLETTE
50123-00	USA EV-025771 T028N R113W SEC-0022	01/01/1948 BK 32 LOT 2	PG 55		WY	SUBLETTE
	T028N R113W SEC-0026	LOT 2, SWNW, W2SW				
50126-00	USA W-48905 T028N R113W SEC-0016	10/01/1948 BK LOTS 1 THRU 7	PG		WY	SUBLETTE
	T028N R113W SEC-0017	NWNE				
	T028N R113W SEC-0020	LOTS 2, 3, 4, S2NW				
	T028N R113W SEC-0029	SWSE, SESW				

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
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-024986 T030N R113W SEC-0023	08/01/1949 BK E2NE, E2NW, E2SE, SW, SWNW, W2NE, W2SE		PG	WY	SUBLETTE
50203-00	USA W 0231780 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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
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	06/01/1956 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-77863 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	05/06/1957	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	05/06/1957	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	05/06/1957	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-6140 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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING		ST	COUNTY
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-0026	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
	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-0028	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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING			ST	COUNTY
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 BK 275PR PG 142 WY LINCOLN S/2SE, SESW, LESS HIGHWAY TRACT, MORE FULLY DESCRIBED IN BOOK 21 AT PAGE 143 OF THE REGISTER OF DEEDS, LINCOLN COUNTY, WY					
57952-02	DIAMOND H RANCH, INC T026N R112W SEC-0019	02/28/1989 BK 273PR PG 488 WY LINCOLN 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					
57952-03	WILLIAM B SPENCER ET UX T026N R112W SEC-0019	04/21/1989 BK 275PR PG 140 WY LINCOLN 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					
57952-04	MARY H LAMBERT ET AL T026N R112W SEC-0019	04/21/1989 BK 275PR PG 144 WY LINCOLN 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					
57952-05	ISABEL H SPENCER TRUST T026N R112W SEC-0019	04/21/1989 BK 275PR PG 148 WY LINCOLN 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					
57952-06	WILLIAM B SPENCER TRST T026N R112W SEC-0019	04/21/1989 BK 275PR PG 146 WY LINCOLN 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					
57952-07	JEAN S STEPHENS T026N R112W SEC-0019	04/21/1989 BK 275PR PG 150 WY LINCOLN 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					
57952-08	GLENISLA HUNTER ET AL T026N R112W SEC-0019	04/21/1989 BK 275PR PG 152 WY LINCOLN S/2SE, SESW, LESS A HIGHWAY TRACT, MORE FULLY					

LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
			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 T029N R112W SEC-0005 T029N R112W SEC-0008 T029N R112W SEC-0009	06/22/1989 BK 83 PG 679 W/2SW E/2SE, SWSE E/2 W/2W/2		WY	SUBLETTE
58188-00	USA WYW-117869 T027N R112W SEC-0002 T027N R112W SEC-0003 T028N R112W SEC-0034	11/01/1989 BK 85 PG 426 BED OF GREEN RIVER RIPARIAN TO LOTS 6 - 8 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION** BED OF GREEN RIVER RIPARIAN TO LOTS 1, 6, 7, 10, 11 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION** BED OF GREEN RIVER RIPARIAN TO LOT 2 ***SEE LEASE FOR MORE COMPLETE DESCRIPTION**		WY	SUBLETTE
58189-00	USA W-117878 T031N R114W SEC-0009 T031N R114W SEC-0010 T031N R114W SEC-0014	11/01/1989 BK 84 PG 606 S/2 N/2 N/2SW		WY	SUBLETTE
58190-00	USA WYW-117867 T028N R111W SEC-0003 T028N R111W SEC-0022 T028N R111W SEC-0027	11/01/1989 BK 85 PG 419 SW ALL ALL		WY	SUBLETTE
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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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING				ST	COUNTY
	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 BK 85 PG 89 E/2SE		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 BK 281PR PG 592 LOTS 3(17.85), 4(17.00), 5(40.00), 7(40.00), 11(40.00)		WY	LINCOLN
59157-01	PAUL HOMER, ET UX T030N R112W SEC-0032	05/22/1990 BK 86 PG 559 S/2 SW/4		WY	SUBLETTE
59157-02	WILLIAM CHARLES CHRISTY T030N R112W SEC-0032	05/23/1990 BK 86 PG 571 S/2 SW/4		WY	SUBLETTE
59157-03	KIMBERLY S CHRISTY, ET UX T030N R112W SEC-0032	05/22/1990 BK 86 PG 567 S/2 SW/4		WY	SUBLETTE
59157-04	CATHLEEN E CHRISTY THOMAS T030N R112W SEC-0032	05/22/1990 BK 86 PG 563 S/2 SW/4		WY	SUBLETTE
59162-00	USA WYW-112560 T030N R113W SEC-0013	07/01/1988 BK PG N/2 NE/4 AND SE/4 NE/4		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 BK 86 PG 718 E2		WY	SUBLETTE
	T031N R114W SEC-0012	E2			
75002-00	USA WY-107066 T024N R114W SEC-0004	01/01/1968 BK PG LOT 13		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-0006	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-0006	NENW, LOT 1				
75025-03	DENESE STACY T025N R112W SEC-0005 T025N R112W SEC-0006	10/24/1990 BK 291PR LOTS 9(21.50), 1343.03), NWSE, AND THE RIPARIAN RIGHTS TO LOTS 9 & 13 NENW, LOT 1	PG 398		WY	LINCOLN
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 636		WY	LINCOLN
	T025N R112W SEC-0006	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-0006	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-0006	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-0006	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)				

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LEASE NUMBER	LESSOR	LEASE DATE	RECORDING	ST	COUNTY
75034-00	USA WYW-109319 (ROW) T026N R111W SEC-0005	12/28/1988	BK PG SESW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG SWSE, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG	WY	LINCOLN
	T026N R111W SEC-0008		NENW, THE RIGHT-OF-WAY IS 50 FEET WIDE, 1749 FEET LONG		
75035-01	BRUCE E JONES, ET UX T025N R112W SEC-0000	06/09/1990	BK 288PR PG 86 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 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		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 T025N R112W SEC-0000	06/09/1990	BK 288PR PG 89 A PARCEL OF LAND CONSISTING OF THOSE PORTIONS OF	WY	LINCOLN

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 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 4791.5'; 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 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		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
		N2SE, SWSE			
	T030N R113W SEC-0007	NE			

[redacted]

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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	12/01/1968	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	11/01/1966	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				

DEPARTMENT

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 T030N R113W SEC-0034	12/31/1938 NW4, S2 N2	BK		PG	WY	SUBLETTE
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 T030N R113W SEC-0004	06/01/1951 LOTS 1(40.05), 2(39.99), 3(39.95), 4(39.90) LOTS 1(39.89), 2(39.90)	BK	34	PG 174	WY	SUBLETTE
50271-00	USA W-044101 T026N R113W SEC-0017 T026N R113W SEC-0020 T026N R113W SEC-0021	10/01/1950 E2 N2 N2	BK		PG	WY	LINCOLN
57542-00	USA WYW-113640 T027N R111W SEC-0012 T027N R111W SEC-0013 T027N R111W SEC-0024	12/01/1988 N/2, E/2SW, SE N/2 N/2, SW	BK	82	PG 180	WY	SUBLETTE
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 T031N R113W SEC-0033	10/01/1984 NESW SENE	BK		PG	WY	SUBLETTE
58063-00	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]31N R113W SEC-0020	[redacted]SW, 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	02/01/1968 LOTS 1-12, W/2	BK		PG		WY	SUBLETTE
75256-00	USA EV-023768 T028N R113W SEC-0020	12/01/1947 SWSW	BK	31	PG	429	WY	SUBLETTE
75257-00	USA EV-022879 T028N R113W SEC-0019	07/01/1947 LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17	BK	30	PG	545	WY	SUBLETTE
75258-00	USA EV-023328 T028N R113W SEC-0030	10/01/1948 N2NE	BK	33	PG	637	WY	SUBLETTE
75259-00	USA EV-023553 T028N R113W SEC-0030	08/01/1948 S2NE	BK	33	PG	193	WY	SUBLETTE
75260-00	USA WY-01495 T028N R113W SEC-0018	02/01/1950 LOTS 11, 12, 13, 14, 15, 16, 17, 18, (W2SE)	BK	34	PG	83	WY	SUBLETTE
75237-00	ST WY-86-00117 T026N R112W SEC-0016	02/02/1986 NW, NWNE, S2NE, S2	BK	236	PG	470	WY	LINCOLN